

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Power Property Group 302 The Grand Parade, Sans Souci NSW 2219	phone: 02 9533 4757 email: Peter@powerpropertygroup.com.au ref: Peter
co-agent		
vendor	LEE-YU CHIANG CHEN	
vendor's solicitor	MLH Lawyers Pty Ltd S4, L22 56 Pitt St Sydney NSW 2000	phone: 0431 348 986 email: jason.he@mlhlawyers.com.au ref: 20251605JH
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 301 11 GARRIGARRANG AVE KOGARAH NSW 2217 LOT 211 STRATA PLAN SP100414 Folio Identifier 211/SP100414	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning ☐ clothes line ☒ blinds ☐ curtains ☒ built-in wardrobes ☒ dishwasher ☐ ceiling fans ☐ EV charger ☒ other: Dryer, wash machine	☐ fixed floor coverings ☐ range hood ☐ insect screens ☐ solar panels ☐ light fittings ☒ stove ☐ pool equipment ☐ TV antenna
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit		
balance	(10% of the price, unless otherwise stated)	
contract date	(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☒ 23 <i>clearance certificate</i> ☒ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☒ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other ☐ 60

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

NETSTRATA
 298 Railway Pde, Carlton NSW 2218
 admin@netstrata.com.au
 (02) 8567 6400

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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 served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Additional Clauses forming part of this Contract for Sale

BETWEEN: LEE-YU CHIANG CHEN
AND:

(Vendor)
(Purchaser)

PROPERTY: APARTMENT 301, 11 GARRIGARRANG AVENUE, KOGARAH NSW
2217

F/I: 11/SP100414

Inconsistency and Severability

33. In the event of any inconsistency in this contract between the printed clauses and these additional clauses, these additional clauses shall prevail to the extent of that inconsistency.

Amendment to the Standard Form of Contract for Sale of Land

34. The Contract is amended as follows:

- 34.1: Insert Clause 2.10 as follows:

“In the event the deposit is invested, the Purchaser shall provide to the deposit holder their tax file number(s). The Purchaser will not be entitled to any interest accrued on the investment of the deposit if the Purchaser has not provided to the deposit holder their tax file number(s) within seven (7) days after the date of this Contract.”

- 34.2: Insert Clause 2.11 as follows:

“The parties acknowledge and agree that in the event the deposit holder is the Vendor’s solicitor, the Vendor’s solicitor shall not be required to invest the deposit.”

- ~~34.3 In Clause 4.1, delete the word “Normally”.~~

- 34.4 In Clause 7, substitute the word “only within twenty-one (21) days after the date of this contract and” for the words “before completion” in line 1;

- 34.5 In Clause 7.1.1, substitute the words “5% of the price” with “\$1.00”

- 34.6 In Clause 7.1.3, substitute the words “14 days” with the words “7 days”

- 34.7 Delete Clauses 7.2.1, 7.2.2 and 7.2.5.

- 34.8 In Clause 8.1.1, delete the words “on reasonable grounds” and the addition of the words “objection or claim for compensation” at the end;

- 34.9 In Clause 8.1.2, addition of the words “objection or claim for compensation” after “requisition” and deletion of “and those grounds”;

34.10 In Clause 9.3.1, in the second bullet point replace the word “reasonable” with “actual”;

34.11 In Clauses 10.1.8 and 10.1.9, substitute the word “substance” with the word “existence” instead;

34.12 Delete Clause 14.4

34.13 In Clause 16.3, insert the following additional clause:

“16.3A in the event that the subject property includes personal property subject to a security interest:

- (i) in this clause personal property, secured party and security interest have the same meanings as in the Personal Property Securities Act 2009 (Cth) (hereafter called PPS Act)
- (ii) to pass legal title free of that interest, it is sufficient for the vendor to furnish a release document in the standard form by the secured party or in the form published by the Australian Bankers Association on completion; and
- (iii) it is not required to provide a release where the personal property market value is lower than \$5,000.00 and it is to be used for person, domestic or household purposes (except if it is described by a serial number in the Personal Property Security Register).

The purchaser warrants that all inclusions are to be used for domestic purposes”.

~~34.14 In Clause 16.5, delete the words “, plus another 20% of that fee”.~~

~~34.15 In Clause 16.7, delete the words “cash (up to \$2,000) or”~~

~~34.16 In Clause 16.7, substitute the word “settlement” with the word “bank”~~

~~34.17 Delete Clause 16.8~~

~~34.18 Insert Clause 16.11.4 “In the event there is a notice to complete the completion address is the PEXA electronic workspace ID.”~~

34.19 In Clause 18, insert the following additional clause:

“Clause 18.8: the Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”

34.20 In Clause 23.5.1, insert the words “which includes special levies payable by instalments (where the adjustment period is the period of the instalments)”

34.21 Clauses 23.6.1 to be amended by replacing it with the following clause:

Clause 23.6.1 If it was determined on or before the contract date, vendor to pay that portion of the said levies due prior to the date of the completion and the parties must adjust under clause 14.1. The Purchaser to pay that portion of the said levy that will be due after the date of the completion.

34.22 In Clause 23.9.1, substitute “1%” with “10%”

34.23 Delete Clause 23.9.2

34.24 Delete Clauses 23.13 and 23.14.

34.25 Delete Clause 24.1

34.26 Delete Clauses 25, 26, 27 and 28

Acceptance of Discharges and Withdrawals

35. The Vendor will on completion, provide to the Purchaser a form of Discharge of Mortgage or Withdrawal of Caveat (if applicable), in registrable form in respect of any Mortgage of Caveat registered on title of the property. The Purchaser shall make no requisition, objection or otherwise any claim requiring the registration of such discharge or withdrawal prior to completion.

Release of Deposit

36. Notwithstanding any provision to the contrary in this Contract, the Purchaser authorises and permits the Vendor to use the deposit or any part thereof as a deposit payment for the purchase by the Vendor of a property and / or to pay stamp duty on the contract in relation to the purchase by the Vendor of a property PROVIDED HOWEVER that such deposit monies shall be payable only to:
- (i) a Conveyancers/Solicitor's Trust Account
 - (ii) a Real Estate Agent's Trust Account
 - (iii) the Revenue NSW
- The Vendor's solicitors agree to supply to the Purchaser's Conveyancer/Solicitor with particulars of any release of deposit pursuant to this Clause. This deposit shall not be released further and is an essential term of this Contract.
37. The Purchaser by entering into this Contract, irrevocably authorises the release of the whole or part of the deposit to the Vendor for the Vendor's use in accordance with the above Clause 36. For clarity, the Purchaser also hereby authorises the deposit holder to release the deposit to the Vendor in accordance with this Clause and the above Clause 36 upon the direction of the Vendor or the Vendor's solicitor to do so.
38. If the Vendor requires the deposit to be made available on completion, the Purchaser authorizes the deposit holder to make available the deposit, or so much as may be required by the Vendor, in readiness for settlement for the purpose of releasing the subject property from any mortgage, charge or other encumbrance secured over the subject property or for the purpose of effecting completion of the Vendor's purchase of another property.

39. This Clause acts as a written authority for the deposit holder to make available the deposit, or so much as may be required by the Vendor for the purpose set out herein and without requiring any further authority from the Purchaser. This special condition does not prejudice the rights of the Purchaser in the event of its lawful rescission of this contract whereupon the provisions of Clause 19 of this contract shall apply. The Vendor's Solicitor shall hold the said deposit, or so much as made available, as the agent for the deposit holder pending the completion.

Deposit less than 10%

40. Despite any other provisions of this Contract, the Purchaser and the Vendor acknowledge and agree that the deposit payable under this Contract is ten percent (10%) of the purchase price.

If less than 10% of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

- a) 10% of the purchase price; and
- b) The amount actually paid on the date of this Contract towards the deposit

Shall be paid by the Purchaser to the Vendor on the earlier of:

- i. Completion of this Contract;
- ii. Termination of this Contract due to the Purchaser's default; or
- iii. At any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

41. If the Purchaser does not make the deposit payment(s) in accordance with this Contract or in the manner agreed in writing by the parties, then without limiting or restricting any rights and remedies available at law or equity to the Vendor, the Vendor may sue the Purchaser for the difference between ten percent (10%) of the purchase price under this Contract and the amount actually paid by the Purchaser pursuant to this and the above Clause 40.

42. And nothing contained in this contract shall prejudice the right of the vendor to demand and recover payment of any part of the deposit remaining unpaid in the event of forfeiture of the deposit provisions contained in clause 9 applying by reason of the purchaser defaulting in the observance or performance of any obligation imposed on him/her under or by virtue of this Contract.

Entire Agreement

43. This Contract constitutes the entire agreement between the parties to the exclusion of any and all other agreements, representations, brochures or marketing materials, warranties, conditions or undertakings in relation to the Property, to the extent allowed by law.
44. For the purposes of clarity and to give effect to the above Clause 43, except those representations, terms and warranties set out in this Contract, the Vendor expressly

withdraws any representation or warranty made by the Vendor's Agent or any other person purporting to act on behalf of the Vendor.

Own Enquiries

45. The Purchaser represents and warrants that in entering into this Contract, the Purchaser has relied entirely on their own enquiries relating to:
- A. their fitness or suitability for any particular purpose, to enter into this Contract;
 - B. their rights and obligations under this Contract;
 - C. any financial return, income and investment advice despite any forecasts or feasibilities or information relating directly or indirectly to entering into this Contract on any basis whatsoever;
 - D. the nature and zoning of the land the subject of this Property, and the purposes for which the land may be lawfully used;
 - E. the Purchaser's position or entitlement in respect of any income tax deductions under the Income Tax Assessment Act 1997, including for depreciation of any plant or equipment in the property or building, or in connection with the cost of construction of the property or building.
46. The Purchaser warrants to the Vendor that the Purchaser enters into this Contract solely in reliance upon the Purchaser's own enquiries and inspections of the Property and any improvements, or inspections made on behalf of the Purchaser, and not in reliance upon any statement or representation by the Vendor or by anyone on behalf of the Vendor.
47. The Purchaser warrants to the Vendor that it enters into this Contract solely in reliance upon the Purchaser's own enquiries and inspections with respect to the condition of the Property, and that neither the Vendor nor anyone on the Vendor's behalf has made any representation with respect to the condition of the Property.

Purchaser Acknowledgements

48. Without in any manner excluding modifying or restricting the rights of the Purchaser pursuant to Section 52(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2022, the Purchaser acknowledges and agrees that it shall not make any objection, requisition or claim for compensation in respect of, nor shall the Purchaser be entitled to rescind or terminate the Contract or delay completion by reason of, any latent or patent defect or in respect of any of the following matters:
- A. the Purchasers acknowledge that they are purchasing the property and its inclusions in its present condition and state of repair and subject to any infestation dilapidation and whether or not affected by insect or pest or latent or patent defects and whether or not any of the improvements upon the property are subject

to or insured under the provisions of the Builders Licensing Act 1971, or the Building Service Corporation Act 1989;

- B. should any water or sewerage main or any underground or surface stormwater pipe or drain pass through over or under or should any sewer manhole or vent be upon the property or should the down pipes be connected with the sewer;
- C. the location of the sanitary drainage as disclosed in the sewerage service or area service diagram;
- D. in the event that any boundary of the Property is not fenced;
- E. should there be any encroachment by a dividing fence (as defined by the Dividing Fences Act 1991) upon the property or any adjoining property whether disclosed by survey or not;
- F. the condition or state of repair of any boundary fences;
- G. any tree preservation order in relation to the Property;
- H. the presence on the Property of any sewer, manhole, vent, pipes, mains connections, wire channels, distributors or other connections relating to any water, sewerage, drainage, electricity, gas or telephone service, or any other connector in respect of any service referred to in Clause 10.1.2;
- I. the lack of easements for services, lack of any services or rights in relation to services;
- J. any roof, swimming pool, yard or ground water, drainage or pipe being connected to the sewer and / or discharging into the sewer;
- K. any non-compliance with the Local Government Act 1993 (NSW), the Environmental Planning and Assessment 1979 (NSW), the Strata Schemes Management Act 2015 (NSW) and/or the Strata Schemes Development Act 2015 (NSW) by improvements on the Property;
- L. any non-compliance with the Strata Schemes Management Act 2015 (NSW) and the Strata Schemes Regulation 2016 (NSW) by renovations on the Property;
- M. presence of any environmental hazards or contamination on, in, within or around the Property. The purchaser waives any existing and future claims or redress of any kind which it may have against the vendor because of contamination or hazardous substances or any other environmental damage to the property. The purchaser will at all times indemnify the vendor against all actions, suits, proceedings, losses, damages, charges, claims and demands in any way arising out of or because of any contamination or hazardous substances on the property.

It is expressly agreed by the parties that nothing in this clause shall be construed as modifying the vendor's warranties contained in this Contract or restricting the Purchaser's rights to raise

requisitions in relation to the subject matter of such warranties or the Purchaser's rights arising from any breach of such warranties.

Environmental Planning and Assessment Regulation 2021

49. The vendor does not warrant that any building erected on the land complies with the Environmental Planning and Assessment Regulation 2021 ("the Regulation") which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.

The purchaser must make his own enquiries as to whether any building erected on the land complies with the Regulation. The purchaser accepts the property and must complete the contract whether or not the Regulation has been complied with.

The purchaser must not make any objection, requisition or claim for compensation or seek or delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

Building Certificate

50. The Purchaser acknowledges and agree that:
- 50.1 The vendor is not in possession of a building certificate under Section 6.24 (previous s149D) of the Environmental Planning and Assessment Act 1979 ('building certificate') for the property and the purchaser must not request the vendor to supply a building certificate for the property on or before completion.
- 50.2 Notwithstanding anything contained in this contract or any rule of law to the contrary, the vendor is not and shall not be required to make application for a building certificate or to do any work or expend any money on or in relation to the property or to do anything else towards obtaining a building certificate.

Zoning

51. The Purchaser acknowledges the Vendor's specific disclosure in the Section 10.7 (2) & (5) Certificates, the Environmental Planning instruments which may affect the Property.
- 51.1 The Purchaser represents and warrants that it has inspected and has made own enquiries in relation to the Planning Instruments, any draft Environmental Planning Instruments (if applicable) and any other provision or document incidental or in connection to those instruments; and
- 51.2 After having made those inspections and enquiries, the Purchaser is aware and satisfied of any restrictions or prohibitions or any other provision that may affect the Property contained in those instruments.
- 51.3 The Purchaser shall not delay completion, nor shall the Purchaser make any requisition, objection or claim for compensation in respect of any changes to any

Environmental Planning instruments (whether in Draft form or not) or any changes to the disclosures in the Section 10.7 (2) & (5) Certificate after the date of this Contract.

Incapacity

- 52. Without in any way negotiating, limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included, the parties agree that:
 - 52.1 In the event the Purchaser prior to completion die or become mentally ill, or become bankrupt then the Vendor may rescind the contract by notice in writing to the Purchaser or the Purchaser's representatives, and thereupon the provisions of Clause 19 of this Contract shall apply; and
 - 52.2 If the Purchaser is a corporation in this Contract and prior to completion enters into any scheme with its creditors or otherwise makes any arrangement for the benefit of creditors or an application is made to wind up that party or a liquidator or provisional liquidator, receiver or administrator is appointed in respect of the Purchaser, then the Purchaser is in breach of an essential obligation of this Contract and the Vendor may terminate this Contract by notice in writing to the Purchaser and the provisions of Clause 9 of this Contract shall apply.

Intentionally deleted.

Delays in Settlement

- 54. If the Purchaser fails to pay the purchase price and complete upon the date for completion specified in this Contract and provided that any such delay is due to no default of the Vendor, then in addition to any other remedies available to the Vendor:
 - 54.1 the balance of the purchase price payable under this Contract shall carry interest at a rate of ten per cent (10%) per annum computed from the date for completion of this Contract until the date of payment to the Vendor (both dates inclusive); and
 - 54.2 despite anything to the contrary in this Contract, all interest accrued on the deposit (if any) after the date for completion of this Contract shall be paid to the Vendor only;
 - 54.3 The parties agree that it is an essential term of this Contract that such interest be paid to the Vendor on completion.
- 55. In the event of any delays on the part of the Purchaser as referred to in the above Clause 54, the Purchaser shall pay the sum of \$330.00 to cover the legal costs and expenses incurred by the Vendor as a consequence of the delay. The parties agree that this is a genuine pre-estimate of these additional costs and expenses, and the Purchaser will pay this sum on completion.

Notice to Complete

56. In the event the Contract is not completed upon the date for completion specified in this Contract, then at any time thereafter the Vendor shall be entitled to give the Purchaser a Notice to Complete requiring completion of the Contract within a period of not less than fourteen (14) days after the service of the Notice to Complete and making time of the essence of this Contract.
- 56.1 The period of fourteen (14) days shall be exclusive of the day of service but inclusive of the last day prescribed by the Notice to Complete.
- 56.2 The parties expressly agree that the period of fourteen (14) days referred to in this Clause shall for all purposes be deemed a reasonable time.
- 56.3 The Vendor shall be entitled to withdraw any Notice to Complete issued pursuant to this Clause and shall be entitled to subsequently issue a further Notice to Complete.
57. In the event the Vendor is entitled to issue a Notice to Complete, and the Vendor in fact issues a Notice to Complete to the Purchaser, the Purchaser agrees to pay the sum of \$330.00 to the Vendor to cover legal costs and expenses incurred by the Vendor as a consequence of the delay. The Purchaser agrees that this sum is a genuine pre-estimate of these additional costs and expenses, and the Purchaser will pay this sum on completion.

Adjustments for Rates

58. If at the time of completion there is an oversight or error on calculating the rates for adjustment, the parties hereby agree that such oversight or error will be corrected upon either party by notice in writing advising the other of such oversight or error. After calculating the revised rate, the party shall make such payment or reimbursement to the Vendor or Purchaser accordingly. This clause shall not merge on completion.

Rescission for Breach of Warranty

59. In the event the Purchaser discovers the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2022 the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of the breach.
60. In the event the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2022, the Vendor may, prior to the completion, serve a notice specifying the breach and requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver). The notice also indicates that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.
61. If the Purchaser serves a Waiver before the Vendor rescinds under Additional Clause 61 then either party shall not thereafter be entitled to rescind the Contract by reason of such breach.
62. If the Purchaser elects not to rescind the Contract despite any such breach as referred to in the above Clause 59, the Purchaser agrees to complete the Contract and to waive

any right or claim to damages, costs or expenses which, but for this clause may arise in favour of the Purchaser as a result of any such breach.

63. For the purposes of this clause, Clause 19.2.3 shall be deleted and the word “otherwise” shall be deleted from Clause 19.2.4.

Sewer Service Diagram

64. The Purchaser acknowledges that it has inspected and made its own enquiries in relation to the sewerage service diagram annexed to this Contract. The Purchaser will not make any objection, requisition or claim for compensation in respect of the accuracy or completeness of the sewerage service diagram.

Building over Sewer

65. This clause applies if the land the subject of the Contract is Strata Title and if a sewer diagram is annexed hereto showing the relevant authority’s sewer pipe under any part of the building(s) forming part of the common property. In that event the Purchaser acknowledges that the existence of the said diagram issued by the relevant authority indicates that the building was constructed over the sewer pipe with the authority and approval of the relevant authority and in any event the purchaser has made any and all enquiries concerning the subject of this special condition before entering into and being bound by this Contract to the Purchaser’s satisfaction and the Purchaser shall not raise any objection nor make any requisition or claim for compensation concerning the position of the sewer pipe as disclosed in the sewer diagram.

Agent Warranty

66. The Purchaser warrants that they were not introduced to the Property by a Real Estate Agent other than the agent specified as the “Vendor’s Agent” on the front page of this Contract. The Purchaser indemnifies the Vendor for any breach of this warranty, and in the event any other Real Estate Agent makes a successful claim for commission against the Vendor in connection with this transaction, the Purchaser shall indemnify the Vendor for all such commissions and in respect of all costs of and incidental to any such claim for commission incurred by the Vendor. The indemnity given in this clause shall not merge upon completion, termination or upon the transfer of the Property.

Foreign Acquisitions and Takeovers Act 1975

67. The Purchaser warrants that the Purchaser is not precluded from entering into this Contract by virtue of the Foreign Acquisitions and Takeovers Act 1975 (Cth), and that the Foreign Acquisitions and Takeovers Act 1975 (Cth) does not apply to the Purchaser or this transaction. In the event that the said Act applies to the Purchaser and / or this transaction in breach of the warranty contained in this clause, the Purchaser will indemnify and compensate the Vendor for any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge upon completion.

Credit

68. The Purchaser warrants to the Vendor that it either does not require credit in order to complete this Contract or the Purchaser has obtained credit, upon reasonable and satisfactory terms to the Purchaser sufficient to complete the Contract.
- A. The Vendor relies upon the Purchaser's warranty in this clause in entering into this Contract.
- B. The word "credit" as referred to in this clause shall have the same meaning as set out in section 4(1) of the Consumer Credit (New South Wales) Code.

GST

69. The Purchaser warrants that the subject Property will be predominantly used for residential accommodation, and the Purchaser will not use the subject Property in any way that would change the character of the Property to one that is not for residential accommodation.
70. This warranty shall not merge upon completion and shall not in any way negate, limit or restrict clauses 13.7 and 13.8.
71. In the event the Purchaser breaches this warranty as set out in Clause 70, the Purchaser will indemnify the Vendor in relation to any liability for GST, interest and any penalties which may arise by reason of the supply of the Property being a taxable supply within the meaning of section 9-5 A New Tax System (Goods and Services Tax) Act 1999.
72. The meaning of 'GST' (Goods and Services Tax) is as defined in the A New Tax System (Goods and Services Tax) Act 1999.

Severability

73. A term or part of a term (including each clause, sub-clause or any further conditions of any conditions) of this Contract that is illegal, invalid or unenforceable may be severed from this Contract and the remaining terms or parts of the term (including each clause, sub-clause or any further conditions of any conditions) of this Contract shall continue in force so as to give effect to the intentions of the parties.

Caveat

74. The Purchaser acknowledges and agrees that it shall not lodge or cause to be lodged a caveat on the title of the Property the subject of this Contract. The Purchaser shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate the Contract in relation to this Clause.

Waiver

75. A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or

remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

Jurisdiction

76. This Contract is governed by the law of New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Guarantee (where Purchaser is a Corporate Purchaser or Trustee Purchaser)

77. If the Purchaser is a corporation or trustee (other than a corporation listed on any Australian Stock Exchange) then each person who executes this Contract on behalf of the corporation or trustee which includes the Directors ("the Guarantors") will personally and unconditionally guarantee the due performance of the Purchaser's obligations under this Contract and the due and punctual payment by the purchaser of the purchase price and all other monies payable by the Purchaser to the Vendor under this Contract.

Guarantor 1 Full Name: _____

Guarantor 2 Full Name: _____

78. The Guarantors hereby jointly and severally guarantee to the Vendor the punctual payment to the Vendor of all monies due hereunder and the punctual performance and observance by the Purchaser of the provisions contained in or implied under this Contract on the part of the Purchaser to be respectively paid, observed and performance and the Guarantors jointly and severally covenant and agree with the Vendor to be liable for and to indemnify and keep indemnified the Vendor from and against all actions, suits, claims, demands and losses which the Vendor may incur or be liable for as a result of any default, act or omission on the part of the Purchaser under and pursuant to the provisions of this Contract.
79. This Guarantee and indemnity are a continuing security and is not discharged by any one payment, and is an essential obligation of the Guarantor.
80. The Guarantor agrees to pay or reimburse the Vendor on demand for:
- A. The Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including but not limited to, legal costs and expenses on a full indemnity basis; and
 - B. All stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.
81. Where the Purchaser is a corporation or a trustee of a trust, it is an essential term of this Contract that the Guarantor executes the Guarantors Execution at this page of the contract.

Guarantor 1

Witness

Print name of Guarantor

Print name of Witness

Guarantor 2

Witness

Print name of Guarantor

Print name of Witness

Requisitions

82. For the purposes of Clause 5.1, the requisitions or general questions about the Property or title must be in the form of the attached requisitions. The Purchaser agrees that the Vendor will be deemed to have responded to the requisitions or general questions if it furnishes answers to the form of the attached requisitions.

INTENTIONALLY DELETED

Electronic Signature and Exchange

- 84.1 This Contract may be executed:
- A. in any number of counterparts and all the counterparts together shall make one instrument.
 - B. electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this Contract.
- 84.2 This Contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) sent electronically to each other party by email or facsimile.
- 84.3 The parties acknowledge that the electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- 84.4 The parties agree to be bound by the electronic version of this Contract which has been signed and exchanged in accordance with this clause and the purchaser may not object to or delay settlement because of anything contained in this clause.

- 84.5 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of DocuSign, in relation to the execution of this Contract.
- 84.6 For the purposes of this clause, DocuSign means the signature software and platform located at www.docusign.com.

Strata Levies

85. Notwithstanding the provisions of Clause 23 of this Contract, the Purchaser will be deemed to have satisfied himself prior to entering into this contract as to all matters relating to the management of the strata plan and owners corporation including details of all leases and whether or not there are any expenses of the Owners Corporation in relation to the common property which are not due to fair wear and tear and will not be entitled to make any objection or requisition or claim for compensation in connection therewith or to rescind pursuant to Clause 23.9.1 of this contract on account of any such expenses.

Section 184/Section 26 Certificate

86. This clause applied only if the property is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).
- 86.1 The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said Certificate.
- 86.2 The Vendor hereby authorises the Purchaser to apply for the Section 184 Certificate under the Strata Scheme Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the Purchaser undertakes to provide a copy of the said Certificate to the Vendor at least three (3) business days prior to completion.
- 86.3 Should the Purchaser fail to procure the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the Vendor shall be entitled to charge liquidated damages in accordance with the terms of this Contract for Sale of Land.

Service by Email

87. We do not use facsimile.
- 87.1 Service of any notice or document under or relation to this Contract may be effected if it is transmitted by an Email to the Email appearing in any directory of email

particulars or on any letterhead or other business form or document of or sued by the Party to be served or that Party's solicitor.

- 87.2 Provided such email is sent before 5:30pm on any business day then service of email is deemed to have been received on the day of transmission. Otherwise service of email is deemed to have been received at 9:00am on the next business day following the day of transmission/transit.
- 87.3 Service by Email is not regarded as effective if the sender's machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 4 hours after the transmission or the email bounces back with no delivery notification.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



FOLIO: 211/SP100414

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/6/2025	10:43 AM	11	16/10/2024

LAND

LOT 211 IN STRATA PLAN 100414
AT KOGARAH
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

LEE-YU CHIANG CHEN (T AQ906236)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100414
- 2 AU503108 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP100414

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/6/2025	10:43 AM	9	20/3/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100414
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KOGARAH
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100414

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100414
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN THE TITLE DIAGRAM
- 3 D379619 DRAINAGE EASEMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 4 G259467 EASEMENT FOR DRAINAGE 0.915 METRE(S) WIDE
APPURTENANT TO PART(S) SHOWN SO BENEFITED IN THE TITLE
DIAGRAM AFFECTING THE LAND SHOWN SO BURDENED IN
DP200954
- 5 DP838198 EASEMENT FOR OVERHANGING STRUCTURES 0.8 METRE(S)
WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 6 DP838198 EASEMENT TO DRAIN WATER 0.5 METRE(S) WIDE REFERRED
TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP838198 EASEMENT FOR ELECTRICITY PURPOSES 1 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 8 DP838198 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AD945364 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 AK481287 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM

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PAGE 2

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- 11 DP1257630 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.33
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 12 DP1257630 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 13 DP1257630 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1240546 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 15 DP1240546 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 16 DP1240546 EASEMENT FOR LANDSCAPING 6 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 17 DP1240546 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 18 SP100414 POSITIVE COVENANT REFERRED TO AND NUMBERED (1) IN
THE S.88B INSTRUMENT
- 19 SP100414 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN
THE S.88B INSTRUMENT
- 20 SP100414 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN
THE S.88B INSTRUMENT
- 21 AP887947 INITIAL PERIOD EXPIRED
- 22 AU895793 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000000)

STRATA PLAN 100414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 139	2	- 253	3	- 243	4	- 135
5	- 144	6	- 186	7	- 179	8	- 181
9	- 135	10	- 182	11	- 180	12	- 169
13	- 169	14	- 180	15	- 137	16	- 134
17	- 237	18	- 234	19	- 136	20	- 144
21	- 179	22	- 172	23	- 175	24	- 137
25	- 141	26	- 180	27	- 185	28	- 179
29	- 181	30	- 181	31	- 179	32	- 138
33	- 136	34	- 240	35	- 236	36	- 137
37	- 145	38	- 180	39	- 174	40	- 176
41	- 138	42	- 141	43	- 181	44	- 185
45	- 180	46	- 182	47	- 182	48	- 180
49	- 139	50	- 137	51	- 242	52	- 238
53	- 138	54	- 147	55	- 181	56	- 175
57	- 177	58	- 144	59	- 142	60	- 182
61	- 186	62	- 181	63	- 183	64	- 183
65	- 181	66	- 141	67	- 138	68	- 187

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PAGE 3

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

STRATA PLAN 100414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
69	- 185	70	- 139	71	- 148	72	- 183
73	- 177	74	- 180	75	- 141	76	- 143
77	- 183	78	- 187	79	- 182	80	- 185
81	- 185	82	- 182	83	- 142	84	- 139
85	- 188	86	- 186	87	- 141	88	- 149
89	- 185	90	- 179	91	- 181	92	- 142
93	- 144	94	- 185	95	- 188	96	- 183
97	- 186	98	- 186	99	- 185	100	- 143
101	- 141	102	- 190	103	- 187	104	- 143
105	- 150	106	- 186	107	- 180	108	- 182
109	- 143	110	- 146	111	- 186	112	- 190
113	- 183	114	- 187	115	- 187	116	- 186
117	- 144	118	- 142	119	- 191	120	- 188
121	- 143	122	- 152	123	- 187	124	- 181
125	- 183	126	- 144	127	- 147	128	- 187
129	- 191	130	- 185	131	- 188	132	- 188
133	- 187	134	- 146	135	- 146	136	- 192
137	- 190	138	- 144	139	- 153	140	- 188
141	- 182	142	- 188	143	- 191	144	- 188
145	- 147	146	- 147	147	- 193	148	- 191
149	- 146	150	- 154	151	- 190	152	- 183
153	- 190	154	- 192	155	- 188	156	- 148
157	- 148	158	- 194	159	- 192	160	- 147
161	- 155	162	- 191	163	- 185	164	- 191
165	- 194	166	- 190	167	- 205	168	- 278
169	- 198	170	- 149	171	- 196	172	- 205
173	- 209	174	- 287	175	- 202	176	- 152
177	- 199	178	- 210	179	- 127	180	- 241
181	- 243	182	- 192	183	- 154	184	- 180
185	- 186	186	- 190	187	- 180	188	- 138
189	- 141	190	- 235	191	- 237	192	- 181
193	- 176	194	- 176	195	- 183	196	- 183
197	- 174	198	- 136	199	- 142	200	- 237
201	- 240	202	- 182	203	- 177	204	- 177
205	- 185	206	- 185	207	- 175	208	- 137
209	- 143	210	- 240	211	- 242	212	- 185
213	- 180	214	- 179	215	- 186	216	- 186
217	- 176	218	- 138	219	- 144	220	- 181
221	- 183	222	- 182	223	- 180	224	- 180
225	- 187	226	- 187	227	- 177	228	- 139
229	- 146	230	- 182	231	- 185	232	- 183
233	- 181	234	- 181	235	- 188	236	- 188
237	- 179	238	- 141	239	- 147	240	- 183
241	- 186	242	- 181	243	- 179	244	- 179

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

STRATA PLAN 100414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
245	- 187	246	- 203	247	- 142	248	- 148
249	- 185	250	- 187	251	- 180	252	- 180
253	- 206	254	- 191	255	- 143	256	- 149
257	- 186	258	- 188	259	- 181	260	- 183
261	- 196	262	- 206	263	- 153	264	- 191
265	- 191	266	- 185	267	- 209	268	- 201
269	- 258	270	- 292	271	- 286	272	- 130
273	- 209	274	- 203	275	- 182	276	- 154
277	- 180	278	- 187	279	- 188	280	- 181
281	- 139	282	- 139	283	- 191	284	- 187
285	- 176	286	- 174	287	- 174	288	- 183
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293	- 191	294	- 188	295	- 177	296	- 175
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301	- 138	302	- 142	303	- 241	304	- 238
305	- 181	306	- 176	307	- 176	308	- 186
309	- 186	310	- 177	311	- 139	312	- 143
313	- 186	314	- 182	315	- 177	316	- 177
317	- 177	318	- 187	319	- 187	320	- 179
321	- 141	322	- 144	323	- 187	324	- 183
325	- 179	326	- 179	327	- 179	328	- 188
329	- 188	330	- 180	331	- 142	332	- 146
333	- 188	334	- 185	335	- 180	336	- 180
337	- 180	338	- 190	339	- 203	340	- 143
341	- 147	342	- 190	343	- 186	344	- 181
345	- 181	346	- 204	347	- 193	348	- 144
349	- 148	350	- 191	351	- 188	352	- 182
353	- 182	354	- 194	355	- 205	356	- 152
357	- 196	358	- 191	359	- 186	360	- 215
361	- 213	362	- 294	363	- 275	364	- 281
365	- 196	366	- 155	367	- 186	368	- 174
369	- 179	370	- 155	371	- 190	372	- 187
373	- 181	374	- 171	375	- 171	376	- 181
377	- 139	378	- 141	379	- 236	380	- 238
381	- 188	382	- 183	383	- 183	384	- 186
385	- 183	386	- 183	387	- 188	388	- 183
389	- 176	390	- 179	391	- 179	392	- 176
393	- 137	394	- 143	395	- 238	396	- 245
397	- 190	398	- 185	399	- 185	400	- 187
401	- 185	402	- 185	403	- 190	404	- 186
405	- 177	406	- 180	407	- 180	408	- 177
409	- 138	410	- 144	411	- 241	412	- 247
413	- 194	414	- 188	415	- 188	416	- 191
417	- 188	418	- 188	419	- 192	420	- 187

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

STRATA PLAN 100414

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
421	- 179	422	- 181	423	- 181	424	- 179
425	- 139	426	- 146	427	- 186	428	- 193
429	- 191	430	- 191	431	- 191	432	- 193
433	- 191	434	- 193	435	- 196	436	- 188
437	- 180	438	- 182	439	- 182	440	- 180
441	- 141	442	- 147	443	- 187	444	- 194
445	- 192	446	- 192	447	- 192	448	- 194
449	- 192	450	- 194	451	- 198	452	- 190
453	- 181	454	- 183	455	- 183	456	- 181
457	- 142	458	- 148	459	- 188	460	- 196
461	- 193	462	- 193	463	- 193	464	- 196
465	- 193	466	- 196	467	- 199	468	- 191
469	- 182	470	- 185	471	- 185	472	- 183
473	- 143	474	- 149	475	- 190	476	- 197
477	- 194	478	- 194	479	- 194	480	- 201
481	- 187	482	- 183	483	- 144	484	- 150
485	- 191	486	- 198	487	- 196	488	- 196
489	- 196	490	- 202	491	- 188	492	- 185
493	- 146	494	- 269	495	- 312	496	- 318
497	- 240	498	- 275	499	- 324	500	- 306
501	- 231	502	- 208	503	- 208	504	- 208
505	- 208	506	- 208	507	- 208	508	- 208
509	- 208	510	- 210	511	- 210	512	- 210
513	- 210	514	- 318	515	- 312	516	- 312
517	- 312	518	- 306	519	- 306	520	- 306
521	- 306	522	- 306	523	- 306	524	- 306
525	- 306	526	- 306	527	- 306	528	- 306
529	- 306	530	- 306	531	- 306	532	- 306
533	- 306	534	- 312				

NOTATIONS

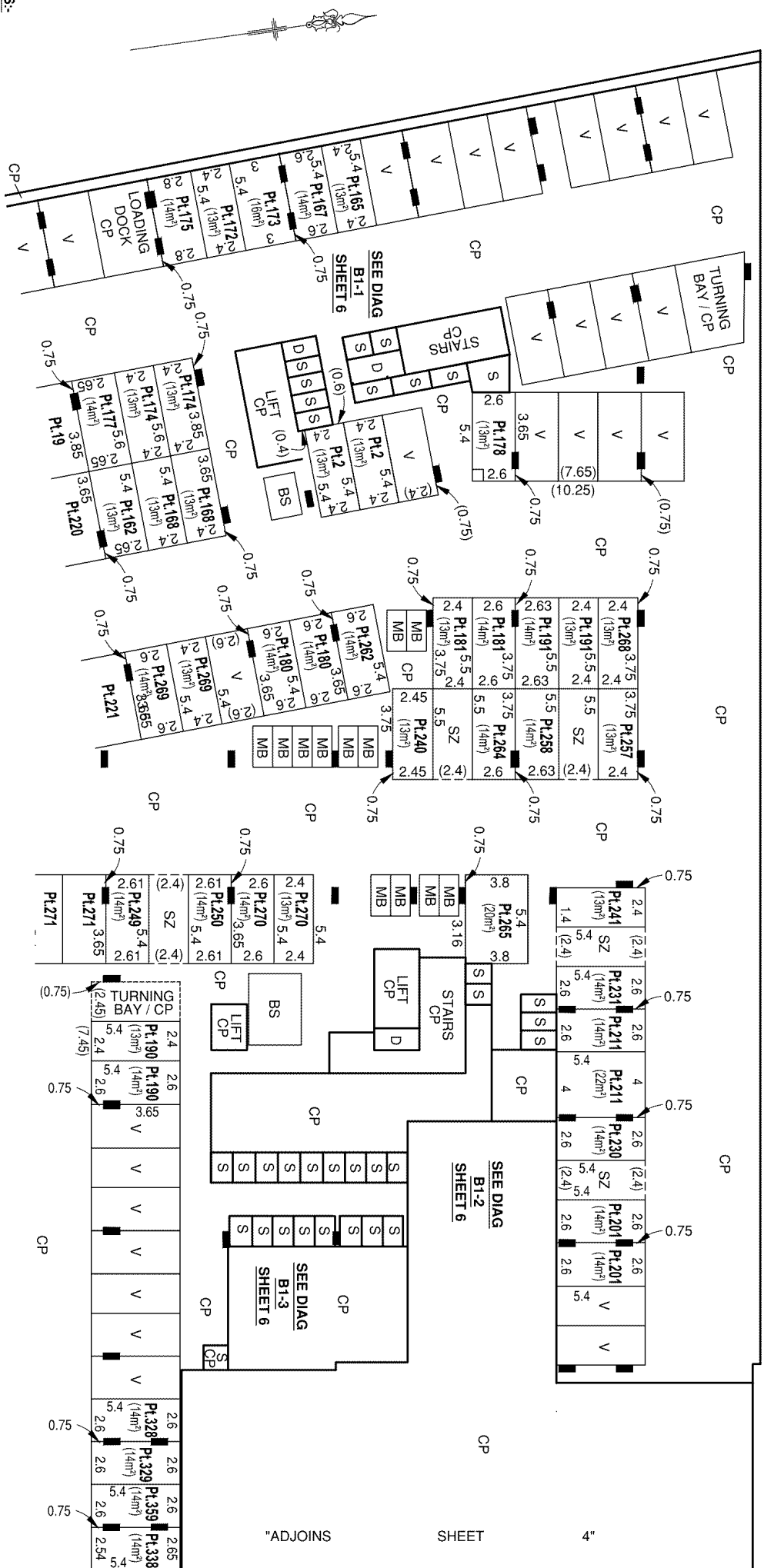
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20251605JH...

PRINTED ON 13/6/2025

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



NOTES:-

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 3. ALL INTERSECTING DIMENSIONED LINE BOUNDARIES FOR CARSPACES ARE RIGHT ANGLES UNLESS SHOWN OTHERWISE
- denotes PROLONGATION OF FACE OF WALL OR COLUMN
— denotes PROLONGATION OF CENTRELINE OF COLUMN

BASEMENT LEVEL 1
(CARPARKING & STORAGE)

BS denotes BICYCLE PARKING (CP)
CP denotes COMMON PROPERTY
D denotes SERVICE DUCT (CP)
MB denotes MOTORCYCLE PARKING (CP)
SZ denotes STORAGE AREA
S denotes SHARED ZONE (CP)
V denotes VISITOR PARKING (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered
12/11/2019

SP100414



BS DENOTES BICYCLE PARKING (CP)
 CP denotes COMMON PROPERTY
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BASEMENT LEVEL 1 (CARPARKING & STORAGE)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

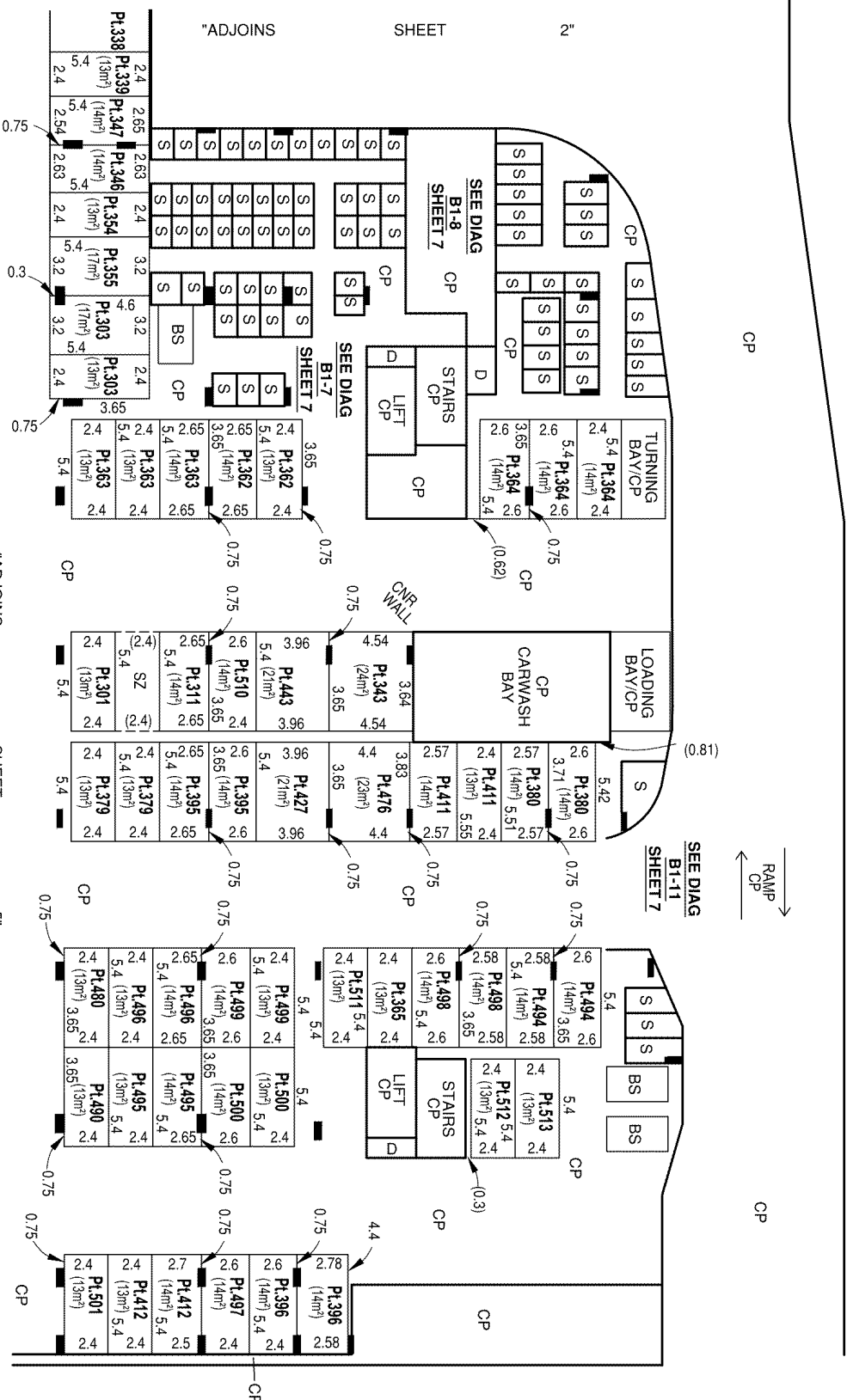
SURVEYOR
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L G A : BAYSIDE
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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

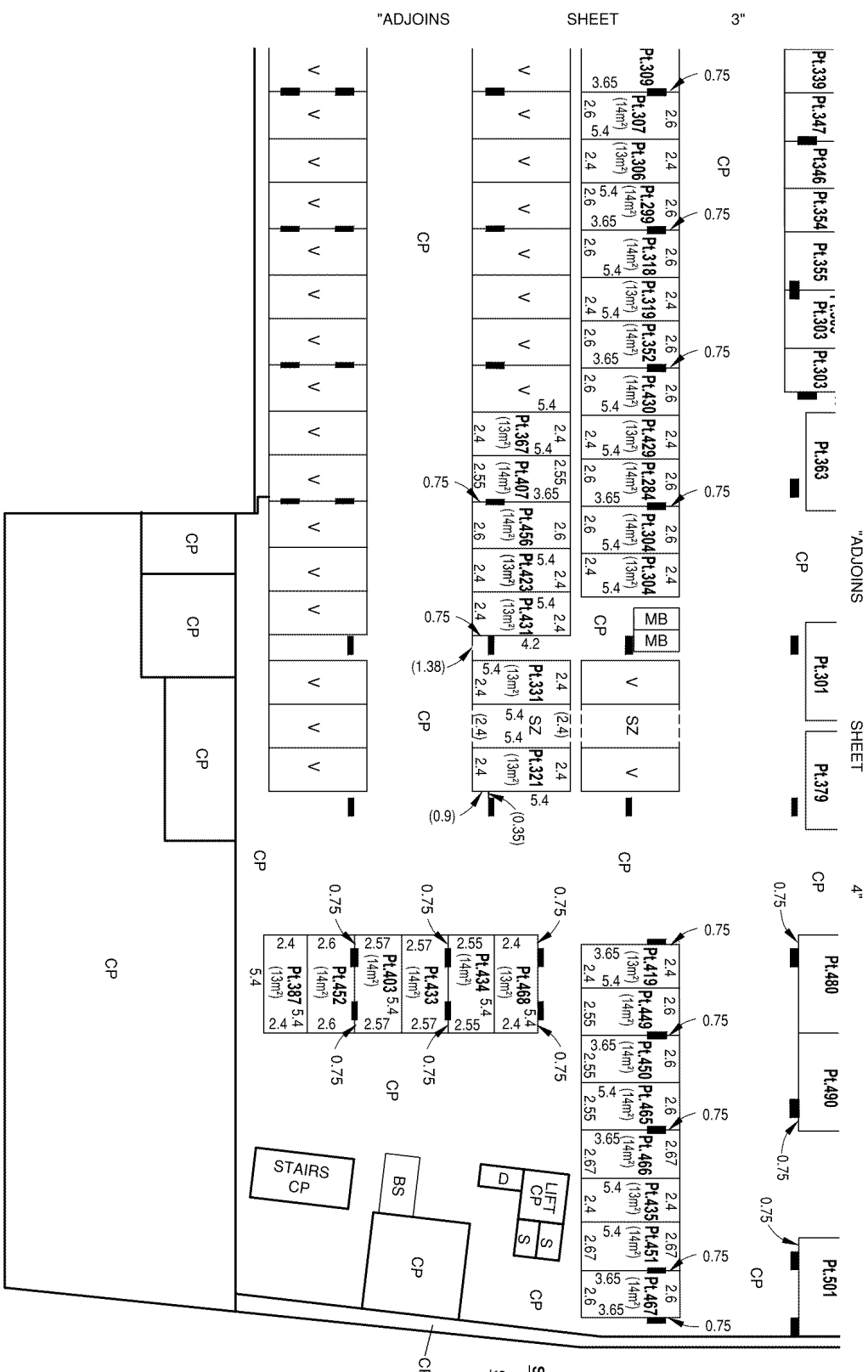
SURVEYOR
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(CARPARKING & STORAGE)

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Registered
12/11/2019

SP100414

SEE DIAG
B1-10
SHEET 7

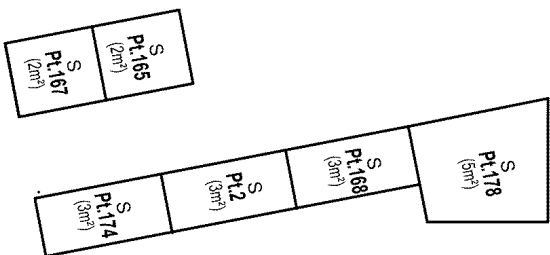


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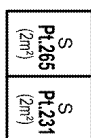
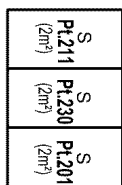


DIAGRAM B1-2
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S denotes STORAGE AREA
BASEMENT LEVEL 1
STORAGE DIAGRAMS

DIAGRAM B1-5
1:100

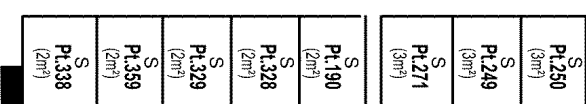
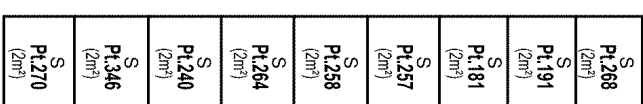


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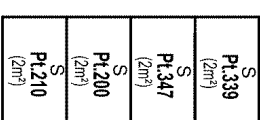
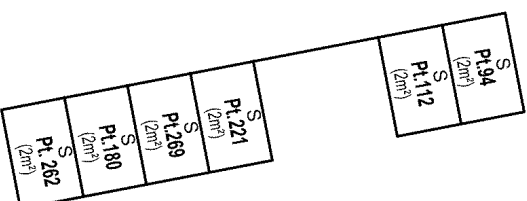
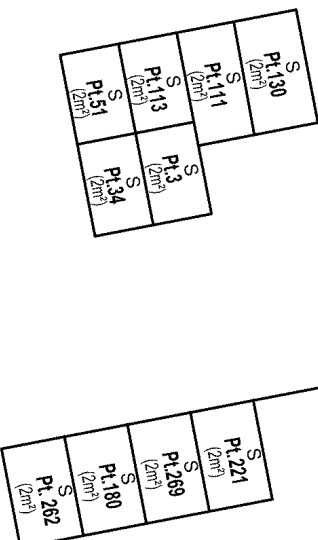
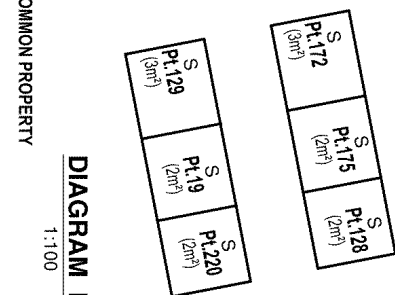


DIAGRAM B1-4
1:100



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DIAGRAM B1-6
1:100

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

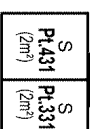
PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:100
Lengths are in metres.



Registered
12/11/2019

SP100414

**DIAGRAM B1-7**
1:100

S Pt.380 (2m²)	S Pt.416 (2m²)	S Pt.397 (2m²)
S Pt.365 (2m²)	S Pt.367 (2m²)	S Pt.407 (2m²)
S Pt.364 (2m²)	S Pt.456 (2m²)	S Pt.423 (2m²)
S Pt.330 (2m²)		
S Pt.362 (2m²)	S Pt.450 (2m²)	S Pt.449 (2m²)
S Pt.363 (2m²)	S Pt.419 (2m²)	S Pt.468 (2m²)
S Pt.274 (2m²)	S Pt.434 (2m²)	S Pt.433 (2m²)
S Pt.360 (2m²)	S Pt.403 (2m²)	S Pt.452 (2m²)
S Pt.361 (2m²)	S Pt.387 (2m²)	S Pt.33 (2m²)
S Pt.355 (2m²)	S Pt.84 (2m²)	S Pt.32 (2m²)
S Pt.354 (2m²)	S Pt.67 (2m²)	S Pt.70 (2m²)
	S Pt.49 (2m²)	S Pt.1 (2m²)

S Pt.50 (2m²)	S Pt.321 (3m²)
S Pt.294 (2m²)	S Pt.311 (2m²)
S Pt.379 (2m²)	S Pt.301 (2m²)
S Pt.284 (2m²)	S Pt.53 (2m²)

S Pt.273 (2m²)
S Pt.411 (2m²)
S Pt.303 (2m²)

S Pt.306 (2m²)	S Pt.299 (2m²)	S Pt.318 (2m²)

S Pt.319 (3m²)	S Pt.352 (3m²)	S Pt.430 (3m²)	S Pt.429 (3m²)	S Pt.413 (3m²)

S Pt.495 (2m²)	S Pt.490 (3m²)	S Pt.396 (2m²)	S Pt.497 (2m²)	S Pt.412 (3m²)
S Pt.480 (2m²)	S Pt.500 (3m²)	S Pt.499 (3m²)	S Pt.498 (3m²)	S Pt.494 (3m²)
S Pt.496 (2m²)				

DIAGRAM B1-8
1:100

S Pt.466 (2m²)	S Pt.465 (2m²)

DIAGRAM B1-10
1:100

S Pt.77 (3m²)	S Pt.78 (4m²)	S Pt.96 (5m²)

DIAGRAM B1-9
1:100**NOTES:-**

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**BASEMENT LEVEL 1
STORAGE DIAGRAMS**

S denotes STORAGE AREA

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
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SP100414



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Registered

Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres

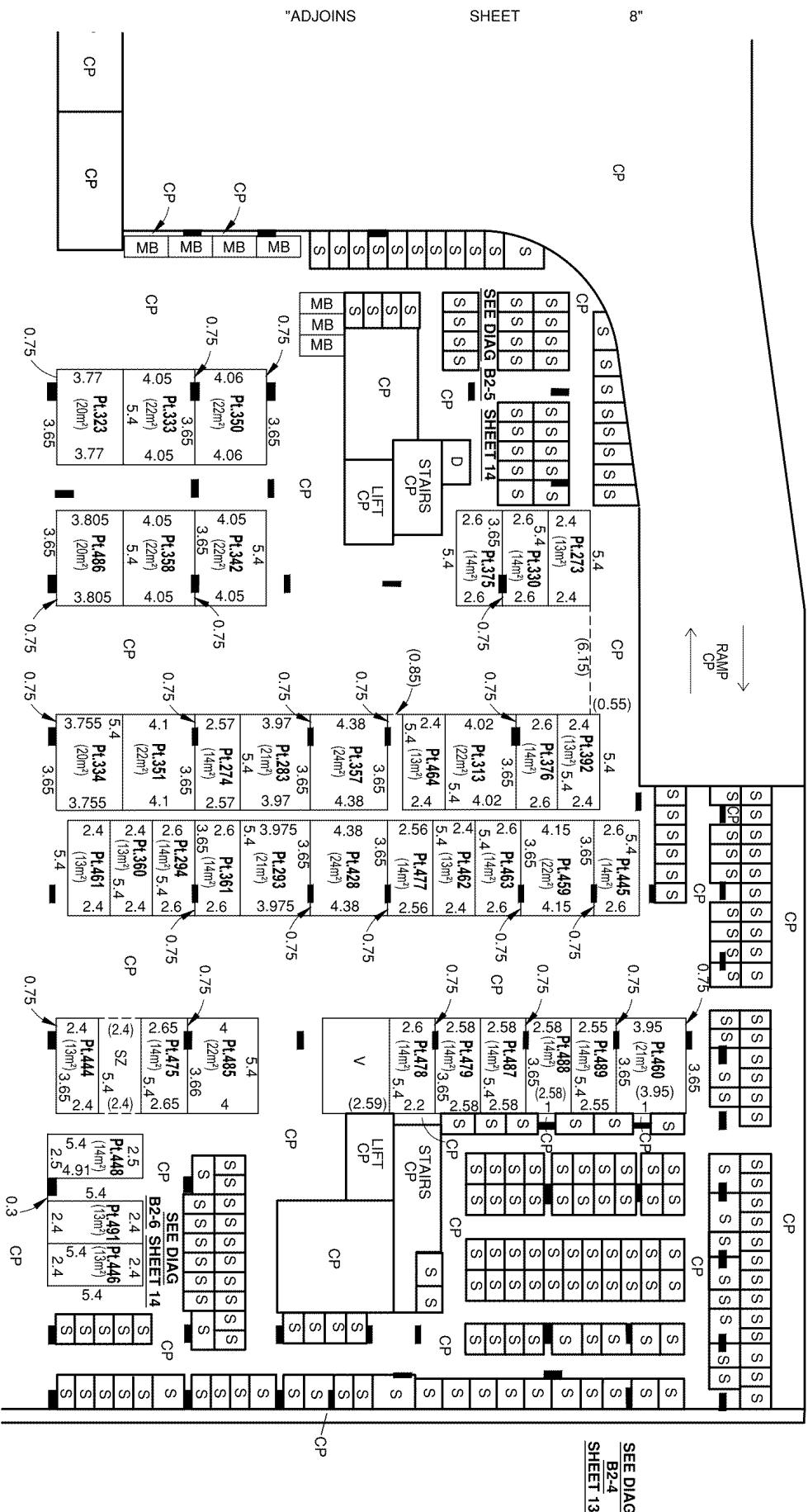
SP100414



Registered

SP100414

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BASEMENT LEVEL 2
(CARPARKING & STORAGE)

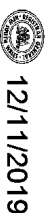
CP denotes COMMON PROPERTY
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SURVEYOR
Name: MATTHEW CLEARY
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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

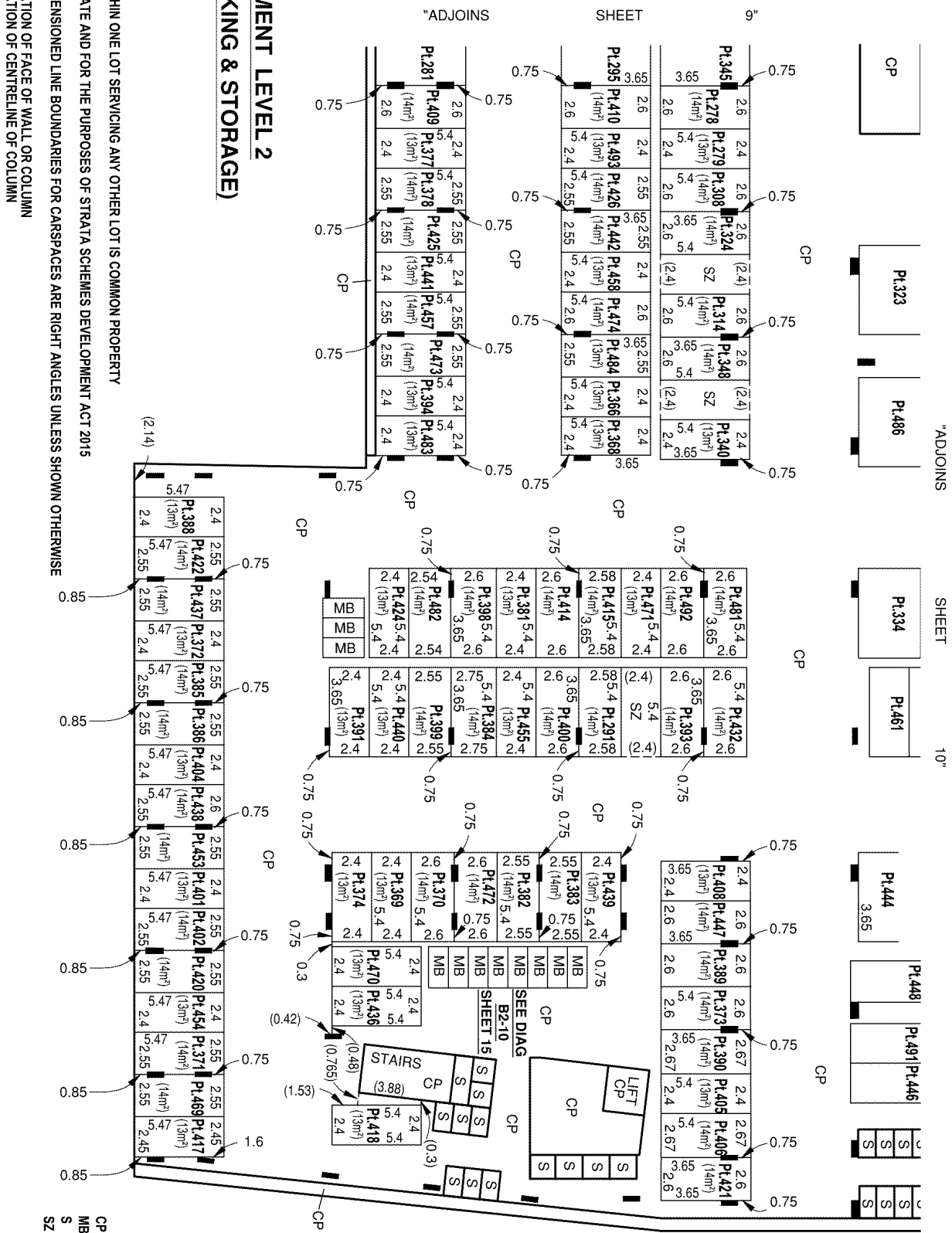
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



**BASEMENT LEVEL 2
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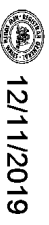
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Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



SP100414

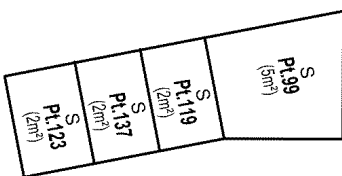


DIAGRAM B2-1
1:100

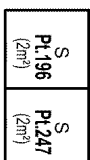
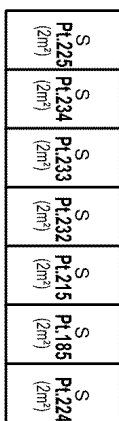


DIAGRAM B2-2
1:100

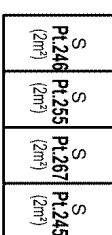


DIAGRAM B2-3
1:100

**BASEMENT LEVEL 2
STORAGE DIAGRAMS**

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SURVEYOR Name: MATTHEW CLEARY Date: 30 / 8 / 2019 Reference: 118462_001	PLAN OF SUBDIVISION OF LOT 2 IN DP1240546	L G A: BAYSIDE Locality: KOGARAH Reduction Ratio 1:100 Lengths are in metres.	Registered 12/11/2019	SP100414

Sheet No. 13 of 69 Sheets

Reference: 118462_001

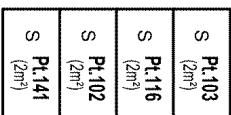
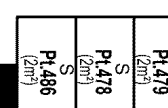
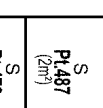
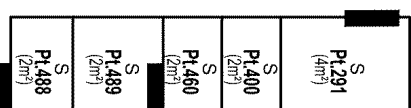
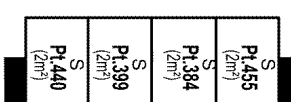
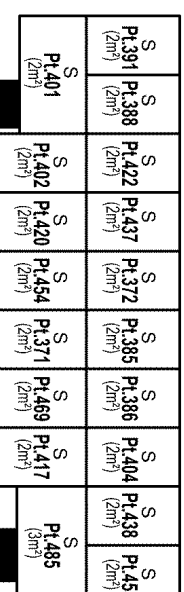
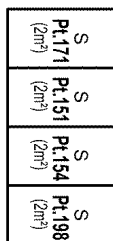
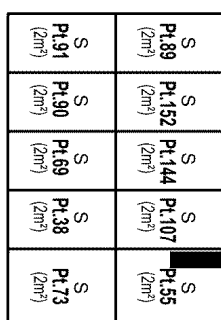
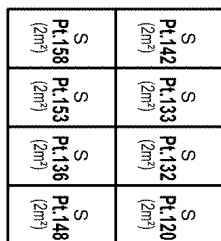
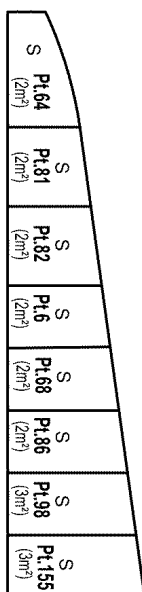
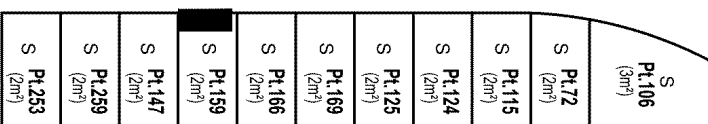


DIAGRAM B2-5

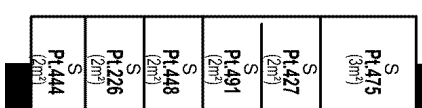
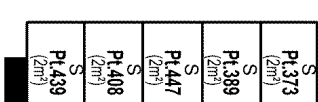
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**BASEMENT LEVEL 2
STORAGE DIAGRAMS**

DIAGRAM B2-6

1:100



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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

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Name: MATTHEW CLEARY
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L G A: BAYSIDE

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Registered



12/11/2019

SP100414

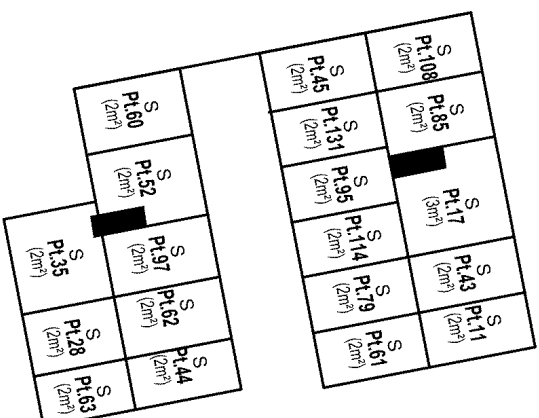


DIAGRAM B2-7

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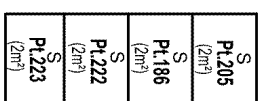


DIAGRAM B2-9

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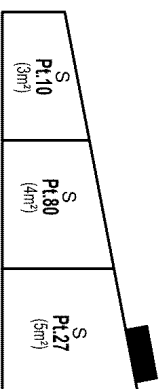
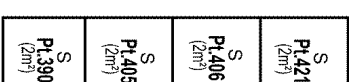


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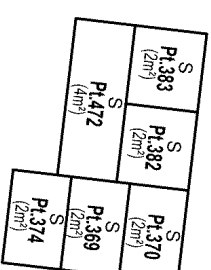
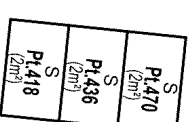


DIAGRAM B2-10

1:100



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**BASEMENT LEVEL 2
STORAGE DIAGRAMS**

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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE

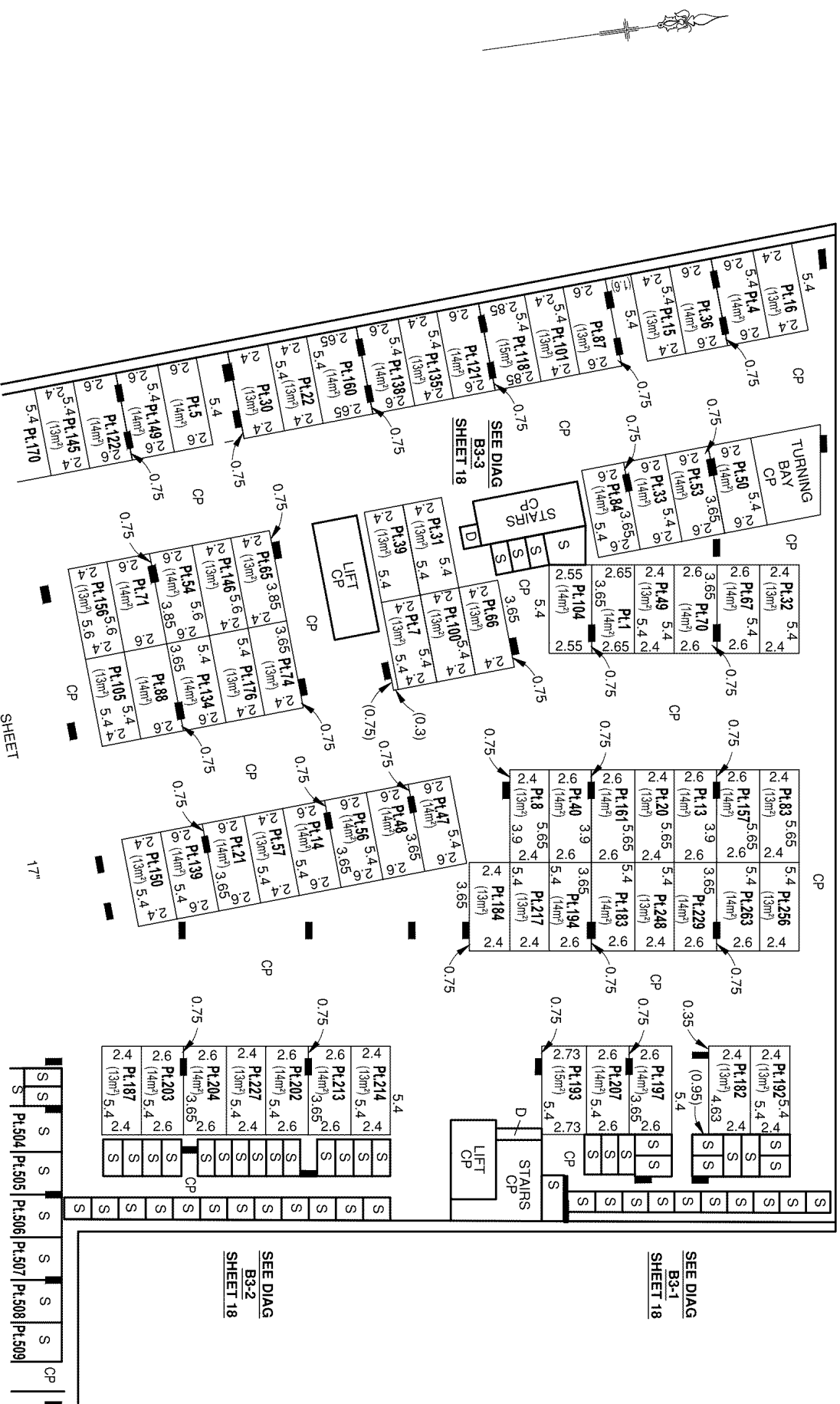
Locality: KOGARAH
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12/11/2019

SP100414



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BASEMENT LEVEL 3
(CARPARKING & STORAGE)

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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A : BAYSIDE

Registered

Name: MATTHEW CLEARY

Locality: KOGARAH

Date: 30 / 8 / 2019

Reduction Ratio 1:250

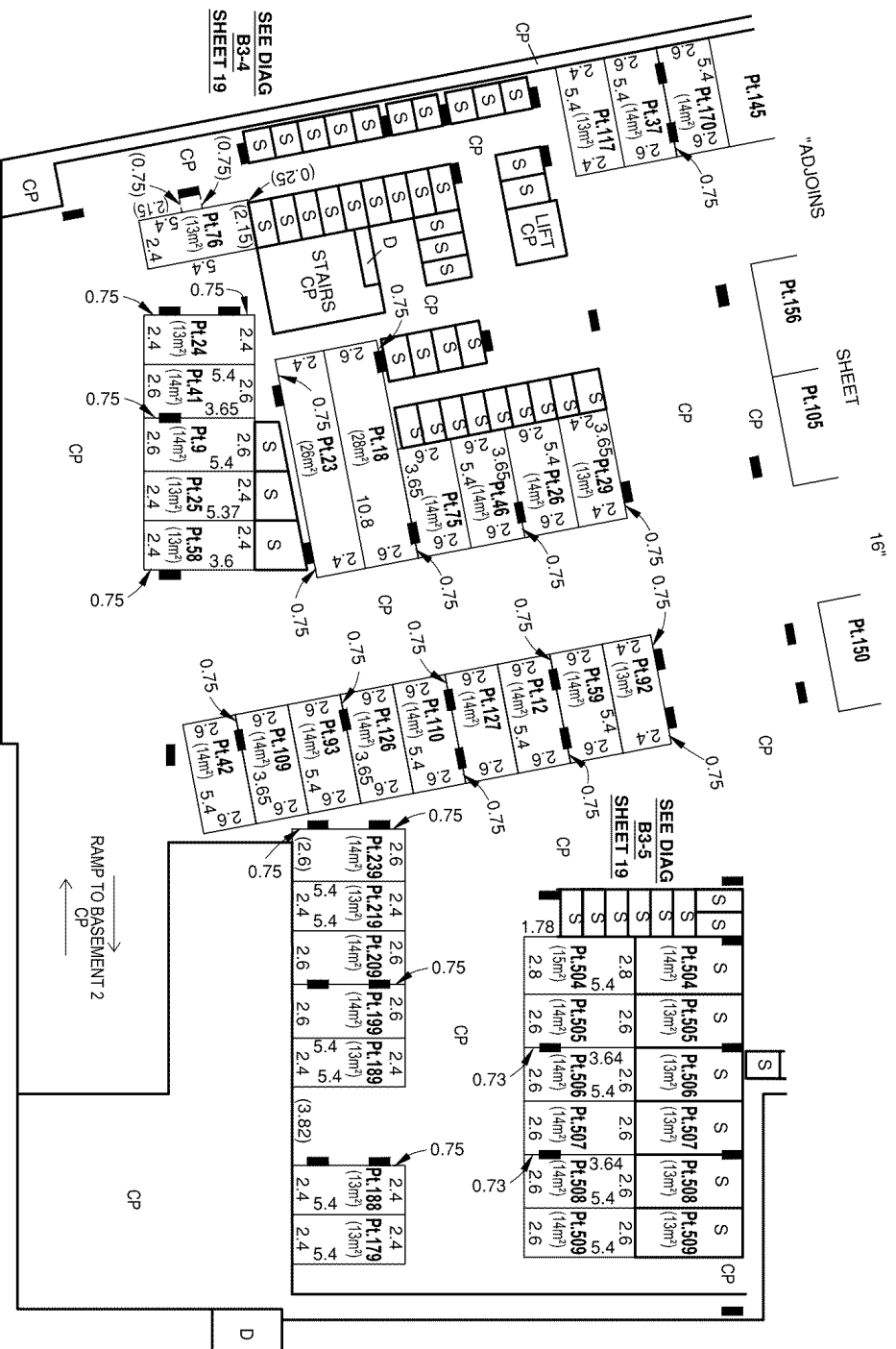
Reference: 118462_001

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12/11/2019

SP100414



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BASEMENT LEVEL 3 (CARPARKING & STORAGE)

CP denotes COMMON PROPERTY
 D denotes SERVICE DUCT (CP)
 S denotes STORAGE AREA

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A : BAYSIDE

Registered

Name: MATTHEW CLEARY

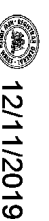
Locality: KOGARAH

Date: 30 / 8 / 2019

Reduction Ratio 1:250

Reference: 118462_001

Lengths are in metres.



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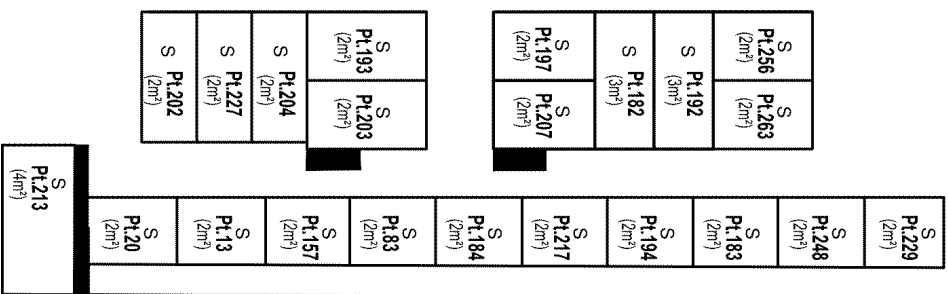


DIAGRAM B3-1

1:100

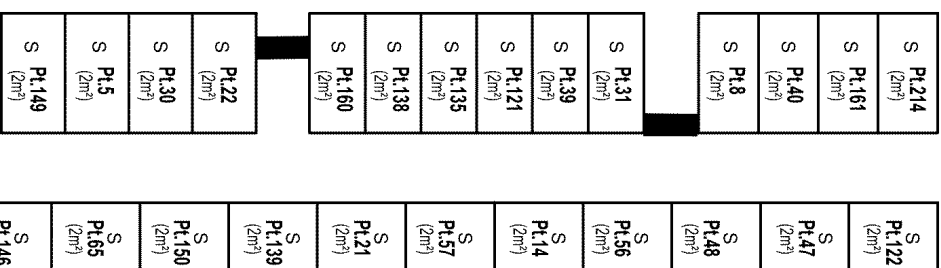


DIAGRAM B3-2

1:100

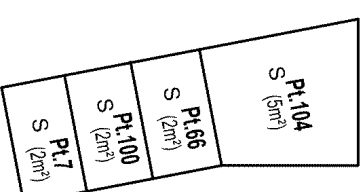


DIAGRAM B3-3

1:100

S denotes STORAGE AREA

**BASEMENT LEVEL 3
STORAGE DIAGRAMS**

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:100
Lengths are in metres.



Registered
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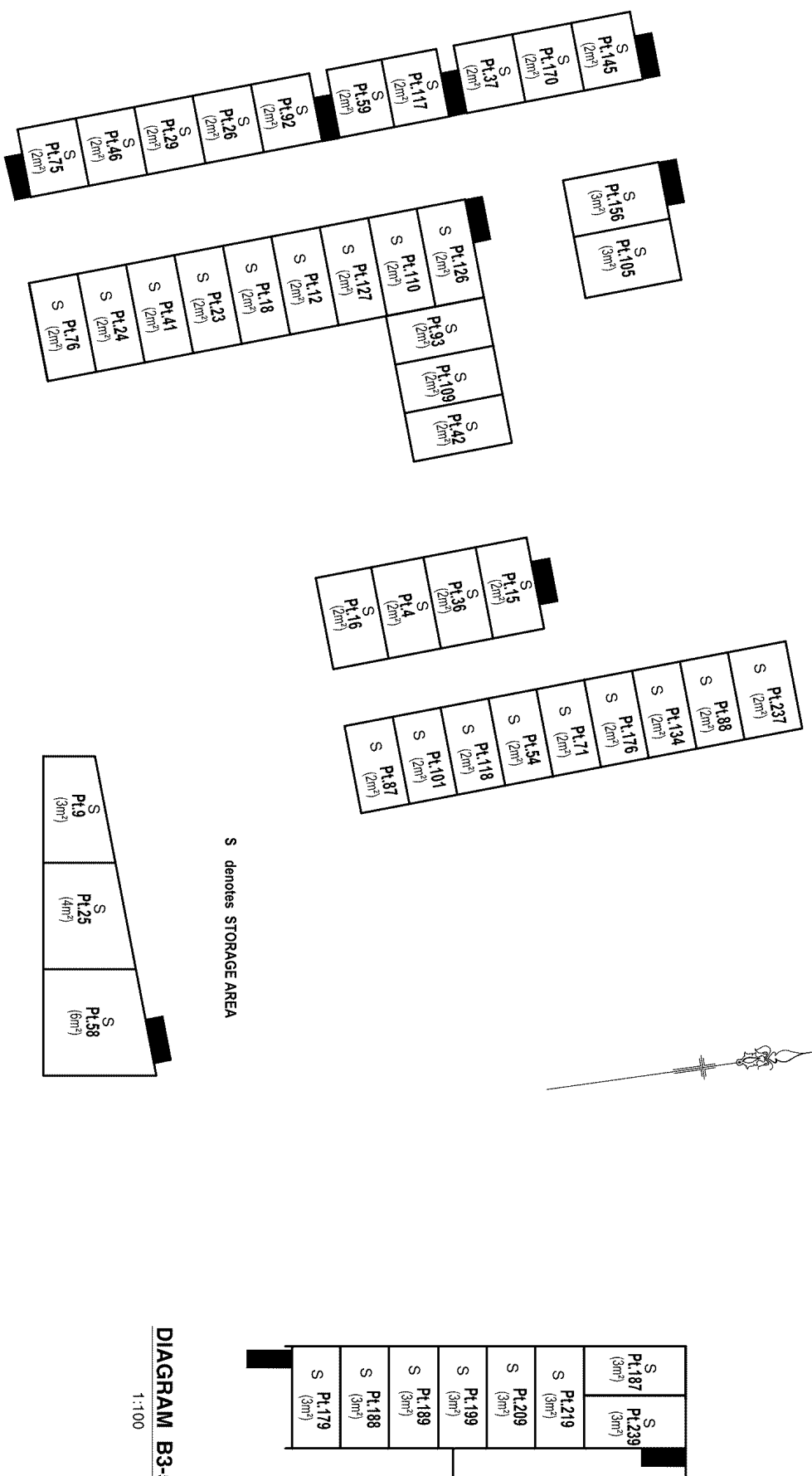


DIAGRAM B3-4

1:100

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

BASEMENT LEVEL 3

STORAGE DIAGRAMS

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDE

Registered

Name: MATTHEW CLEARY

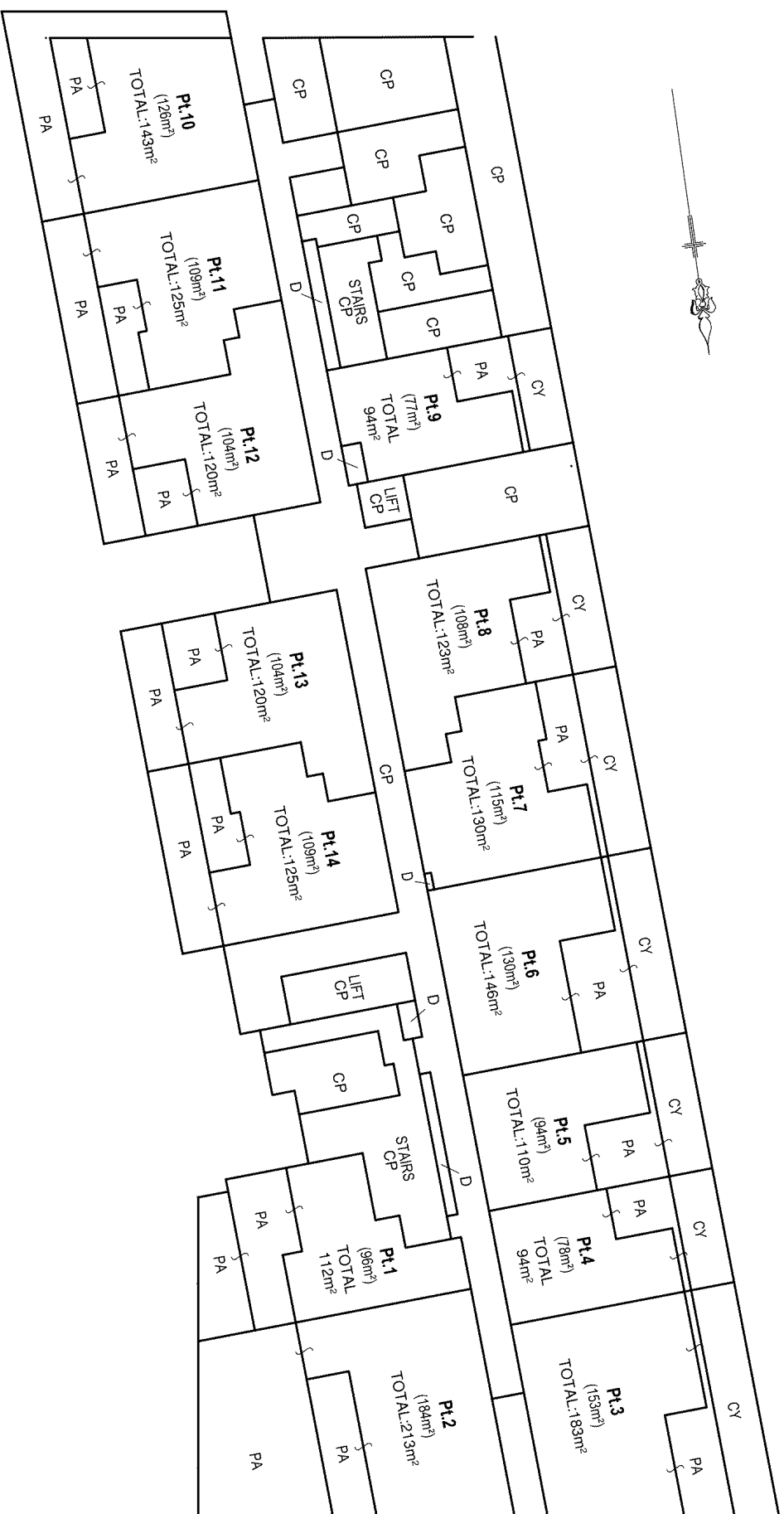
Date: 30 / 8 / 2019

Reference: 118462_001

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**GROUND LEVEL
(BLOCK 'B')**

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH PATIO IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE LIMIT OF THE STRATUM OF THE COURTYARD IS 1 BELOW TO 2.5 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE MAIN FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
3. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
CY denotes COURTYARD
D denotes SERVICE DUCT (CP)
PA denotes PATIO

Registered



12/11/2019

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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

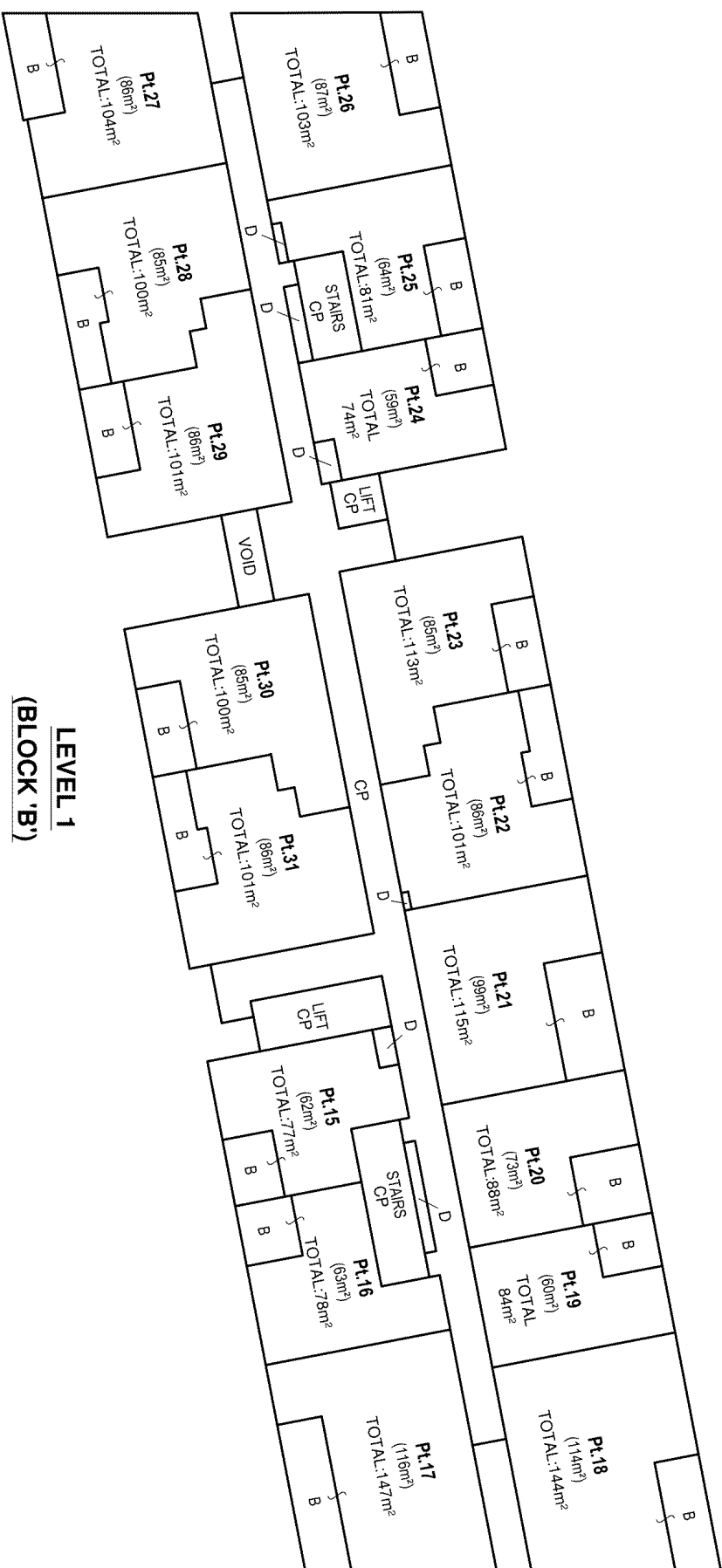
Reference: 118462_001

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

Lengths are in metres.



LEVEL 1
(BLOCK 'B')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A : BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

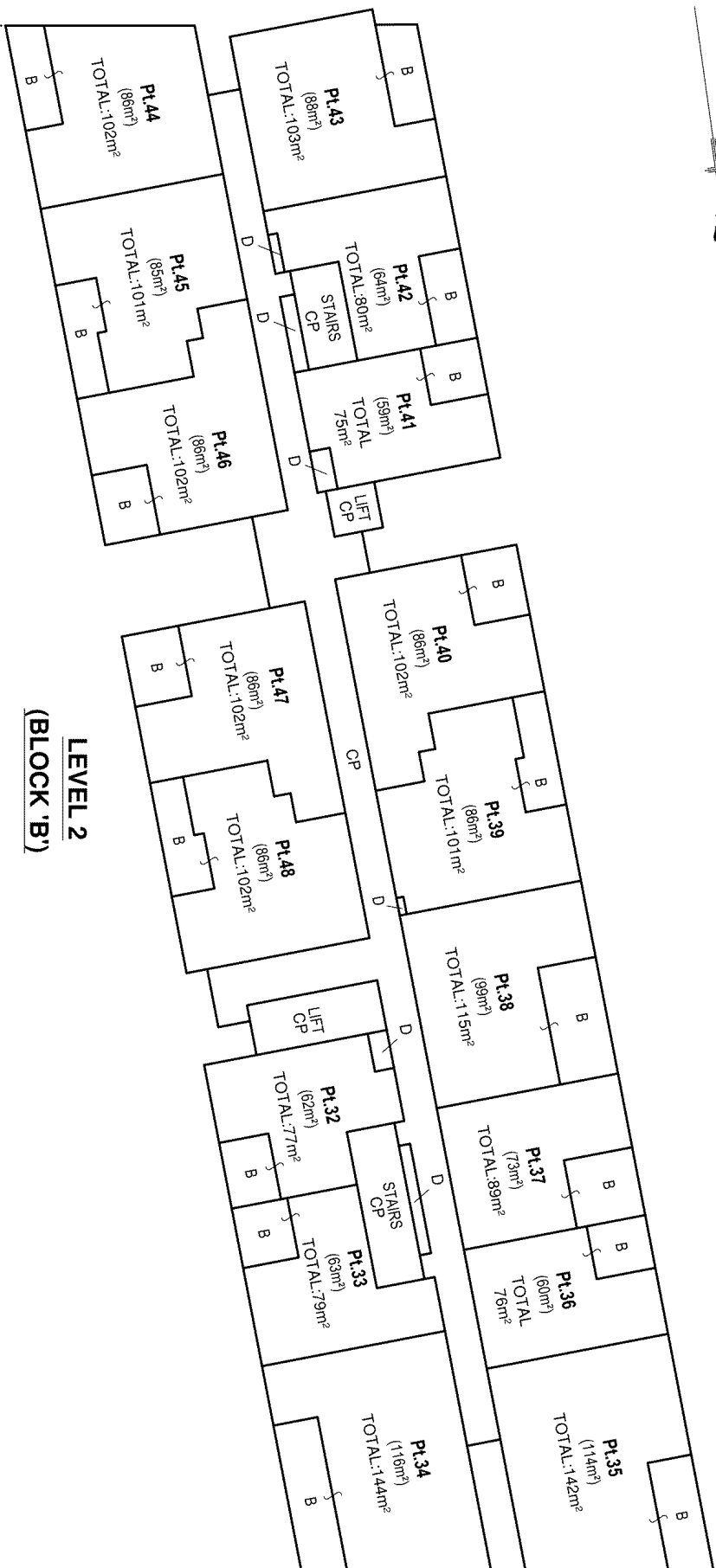
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 2
(BLOCK 'B')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
 B denotes BALCONY
 D denotes SERVICE DUCT (CP)

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A : BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

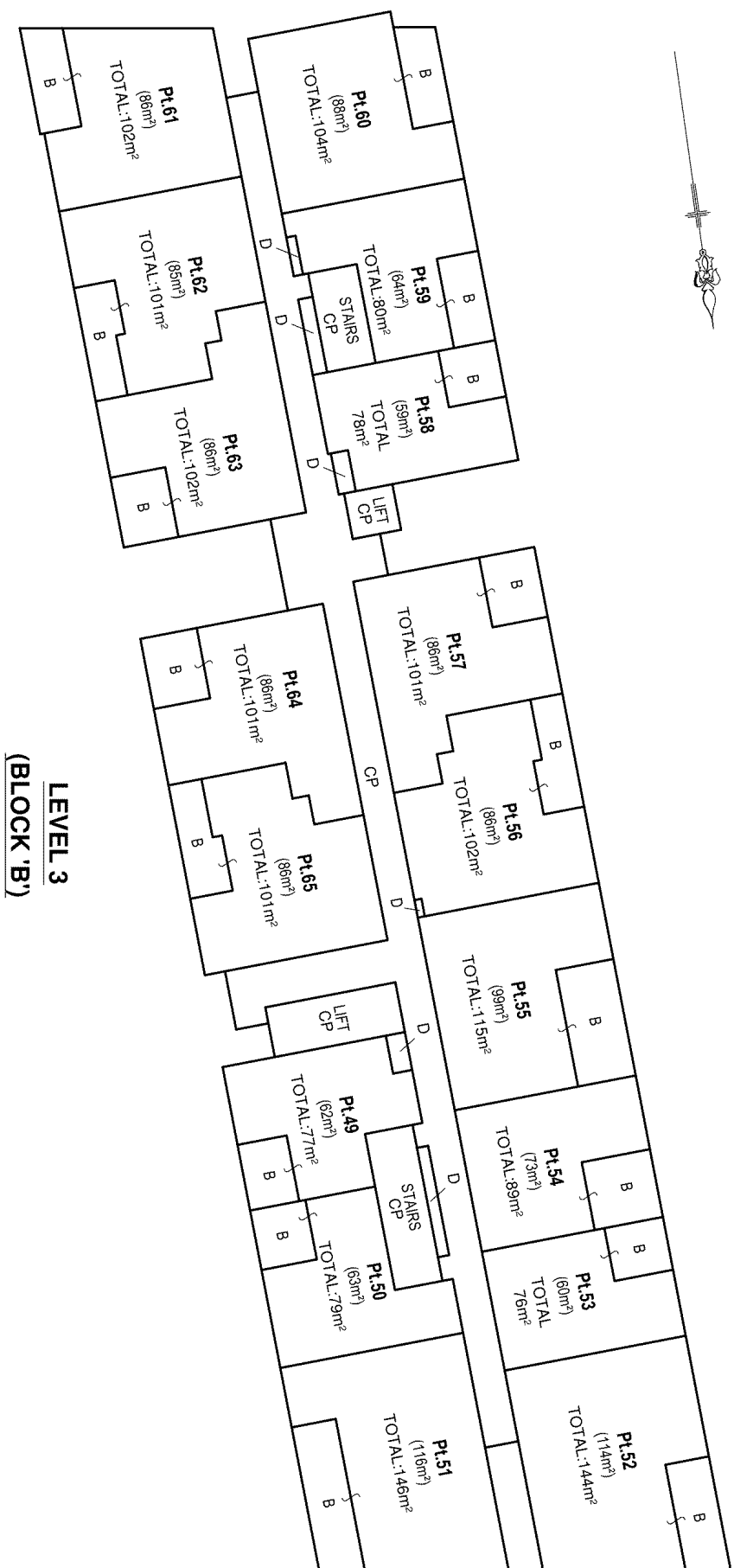
Lengths are in metres.

Registered



12/11/2019

SP100414



NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
 B denotes BALCONY
 D denotes SERVICE DUCT (CP)

SURVEYOR

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDE
 Locality: KOGARAH
 Reduction Ratio 1:250
 Lengths are in metres.

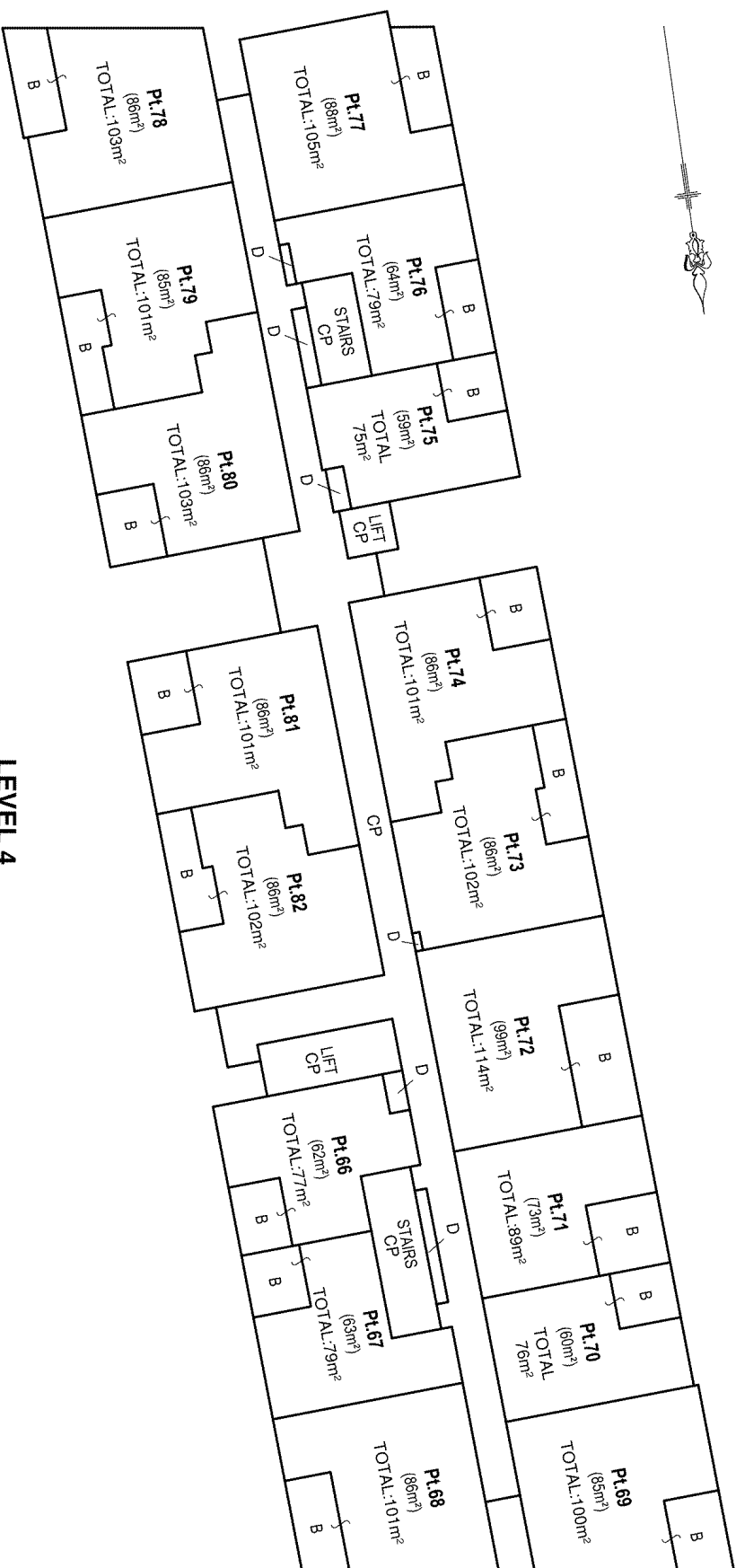
Registered



12/11/2019

SP100414

Name: MATTHEW CLEARY
 Date: 30 / 8 / 2019
 Reference: 118462_001



LEVEL 4
(BLOCK 'B')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

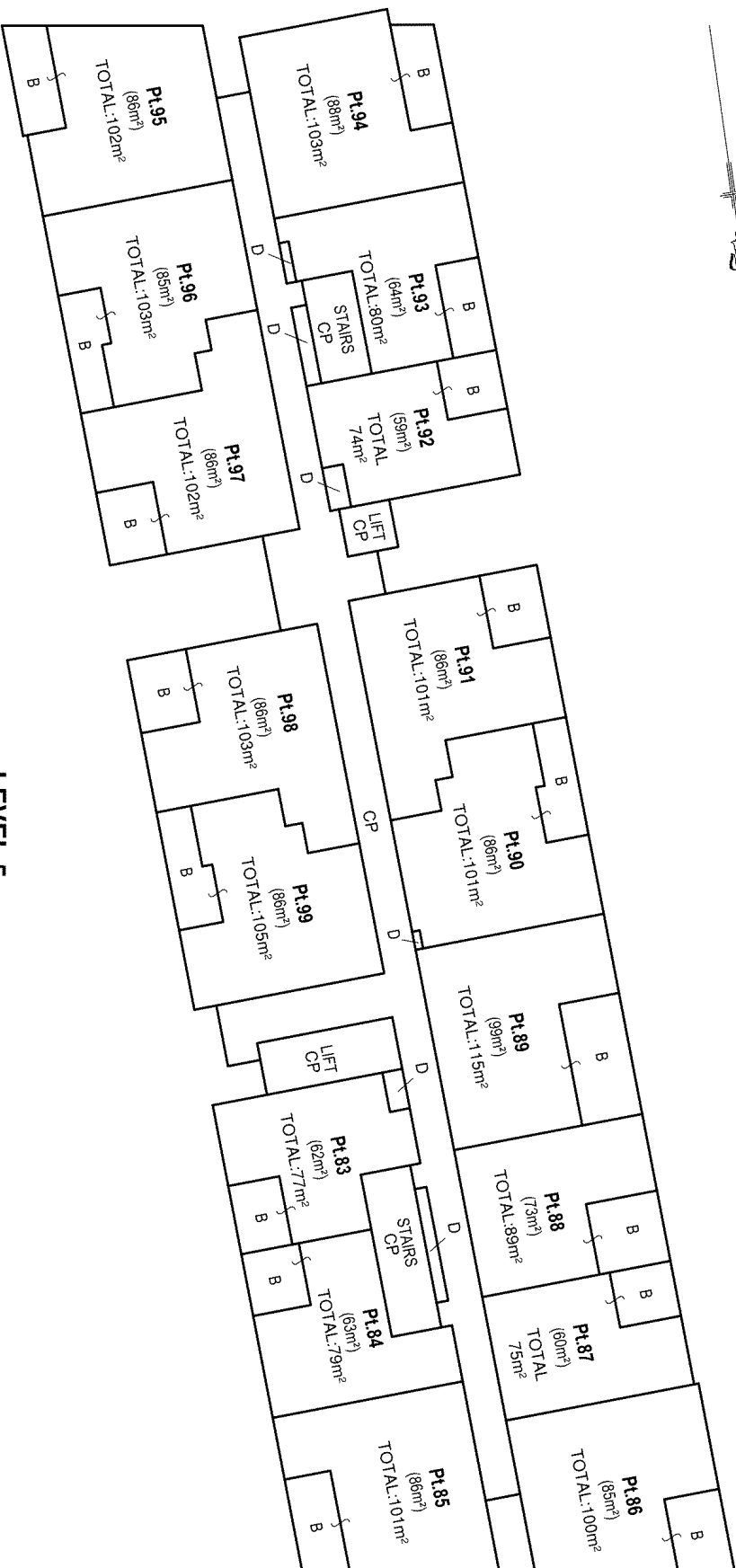
SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered

12/11/2019

SP100414



NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
 B denotes BALCONY
 D denotes SERVICE DUCT (CP)

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

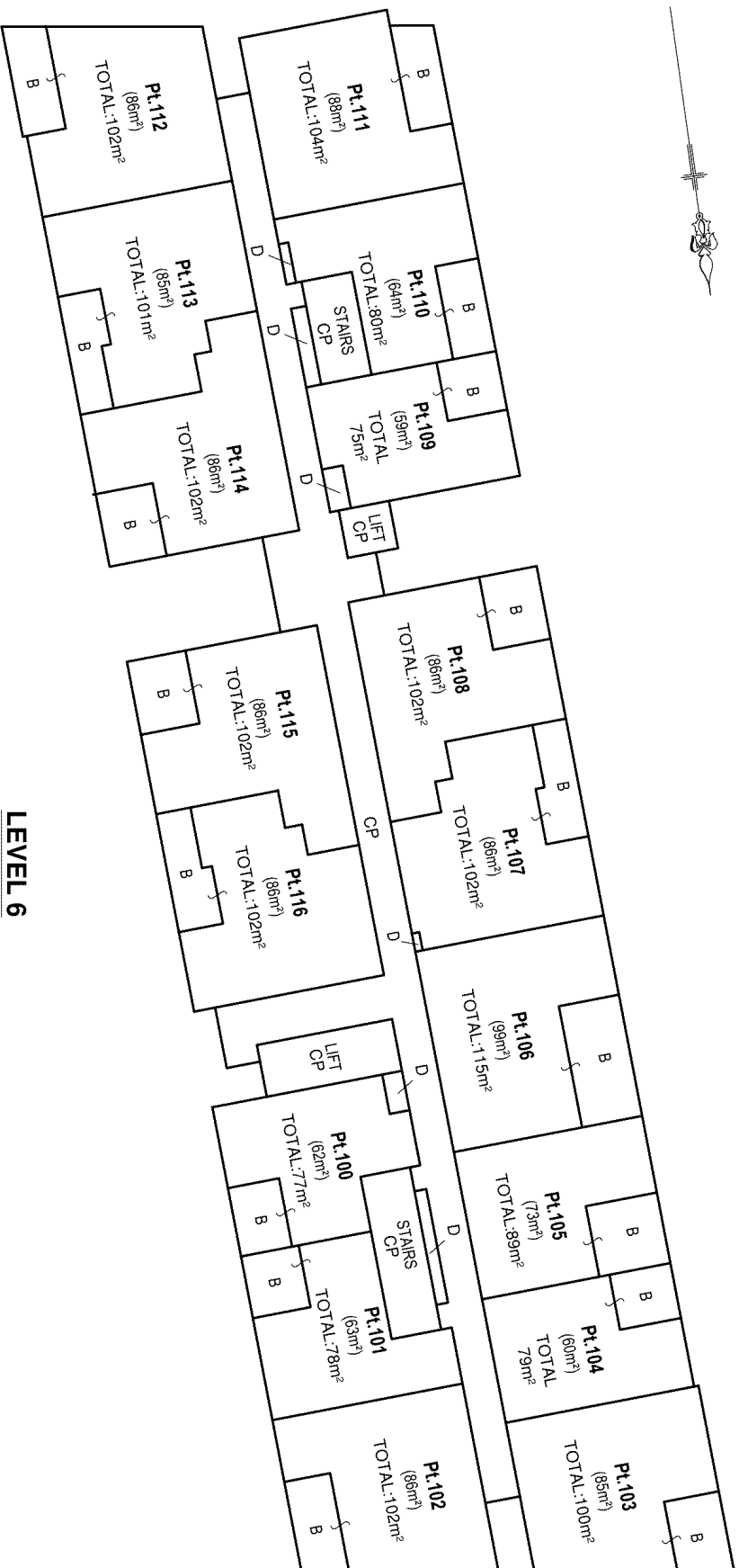
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 6
(BLOCK 'B')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A : BAYSIDE

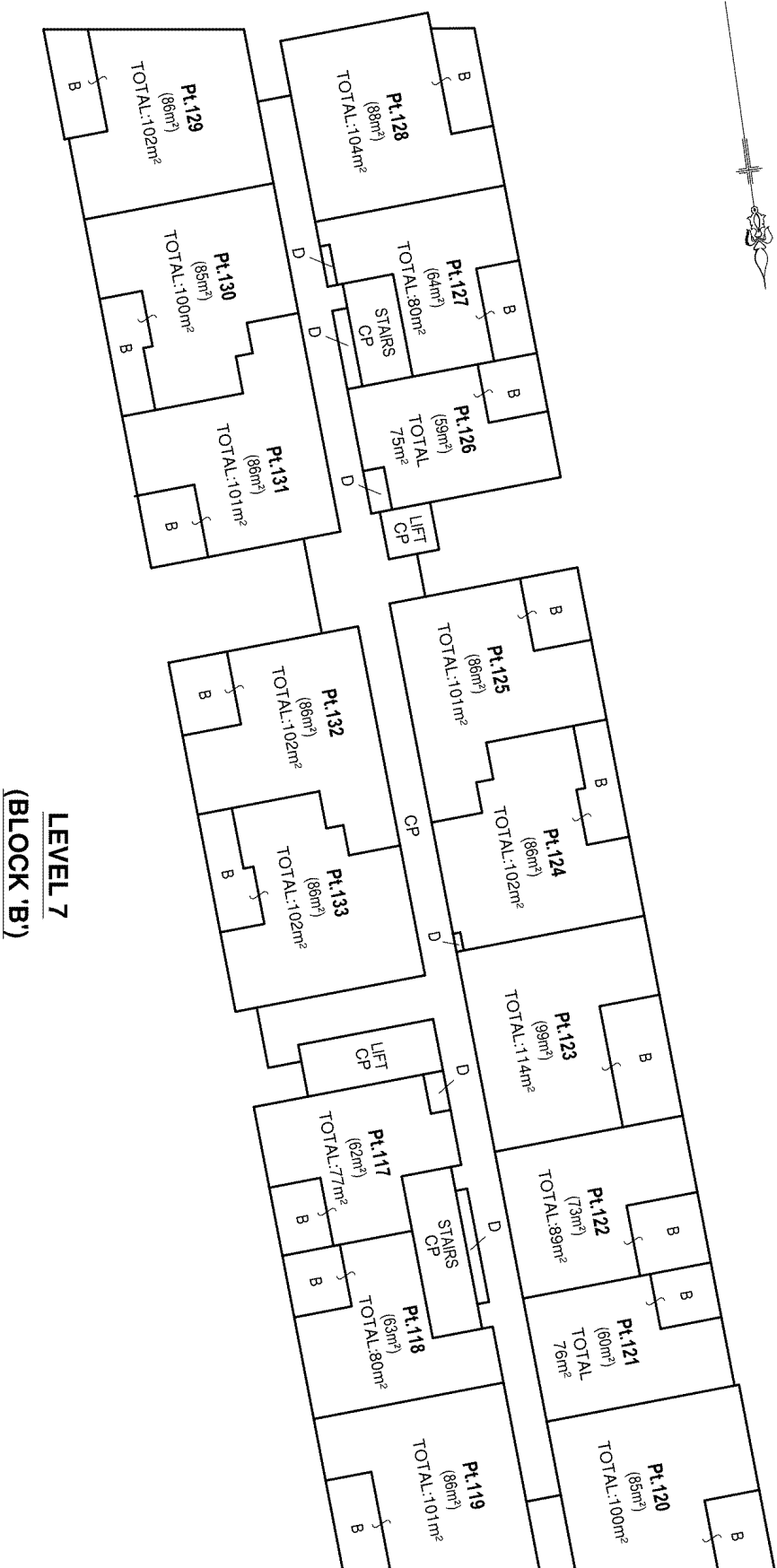
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
 B denotes BALCONY
 D denotes SERVICE DUCT (CP)

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

Lengths are in metres.

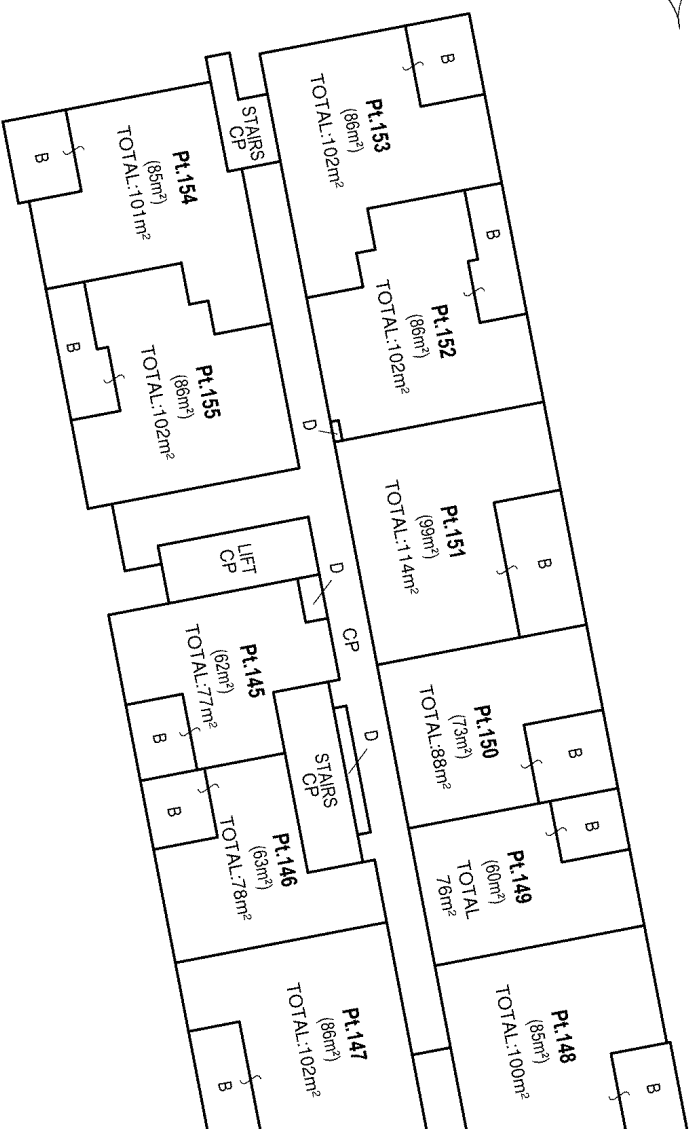
Registered



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SP100414

SP100414



LEVEL 9 (BLOCK 'B')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered



12/11/2019

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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

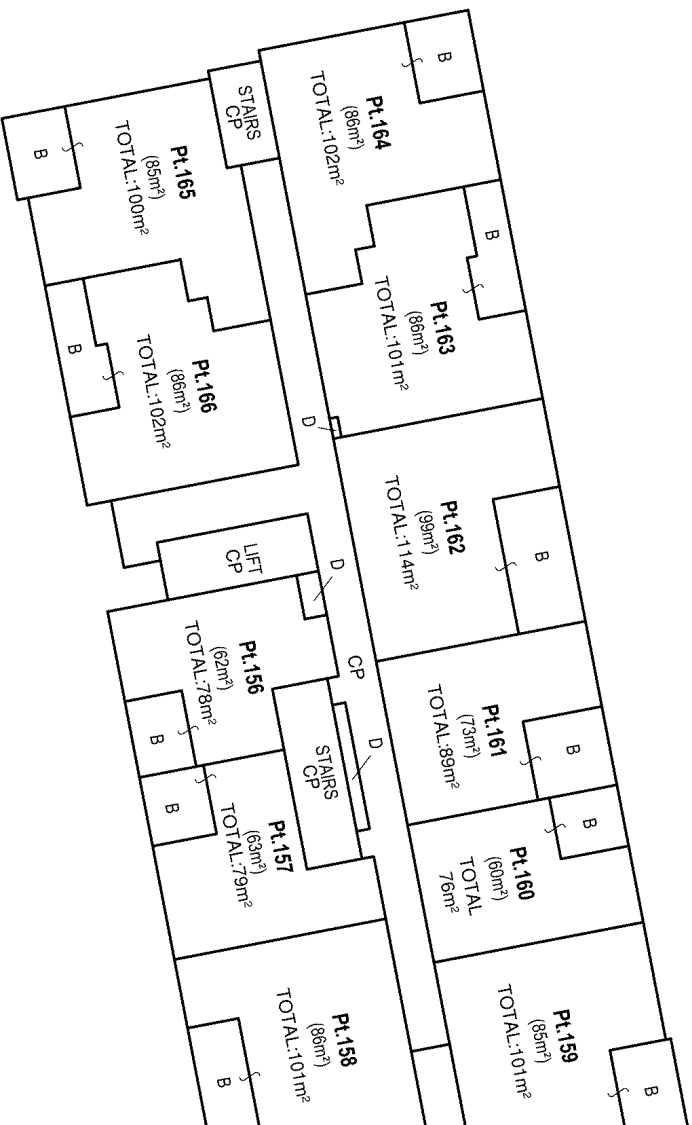
Reference: 118462_001

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

Lengths are in metres.



LEVEL 10
(BLOCK 'B')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

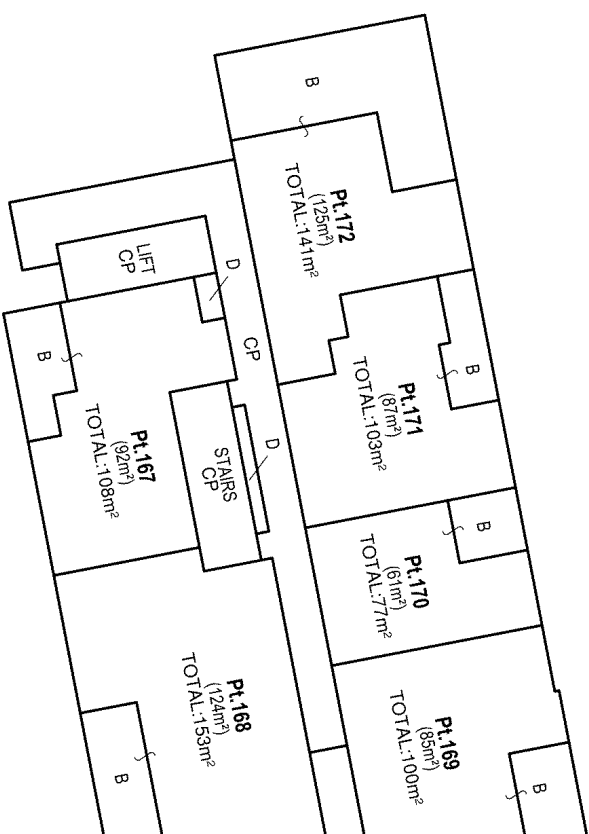
L G A: BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



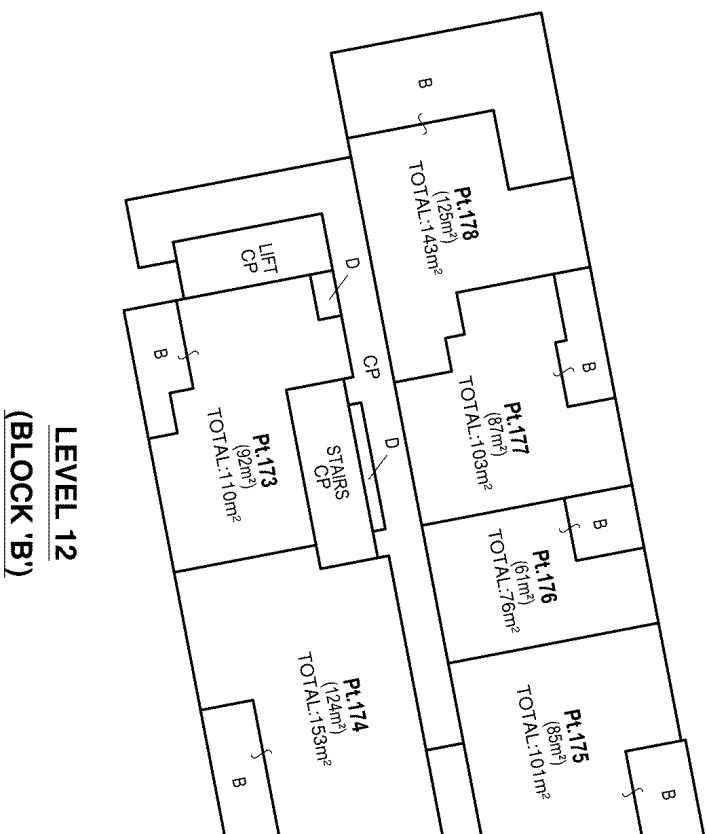
LEVEL 11
(BLOCK 'B')

NOTES:-

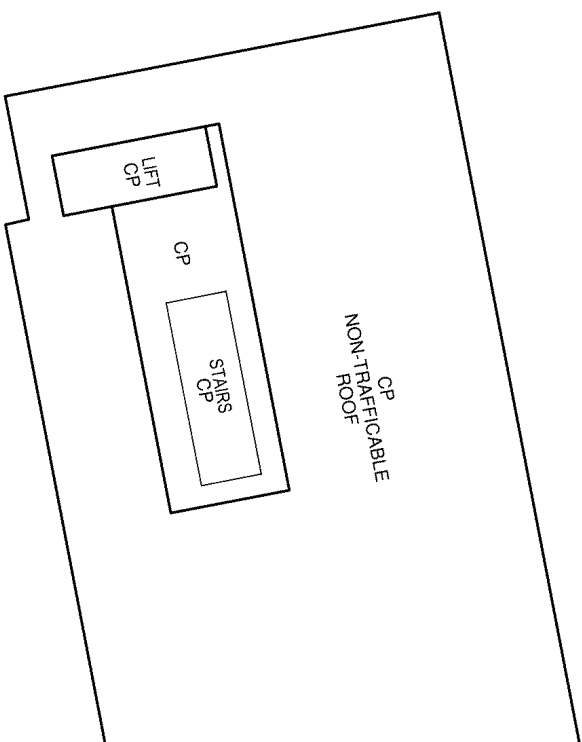
1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

SURVEYOR Name: MATTHEW CLEARY Date: 30 / 8 / 2019 Reference: 118462_001	PLAN OF SUBDIVISION OF LOT 2 IN DP1240546	L G A: BAYSIDE Locality: KOGARAH Reduction Ratio 1:250 Lengths are in metres.	Registered 12/11/2019	SP100414



LEVEL 12
(BLOCK 'B')



ROOF LEVEL
(BLOCK 'B')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B DENOTES BALCONY
D denotes SERVICE DUCT (CP)

Registered



12/11/2019

SP100414

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

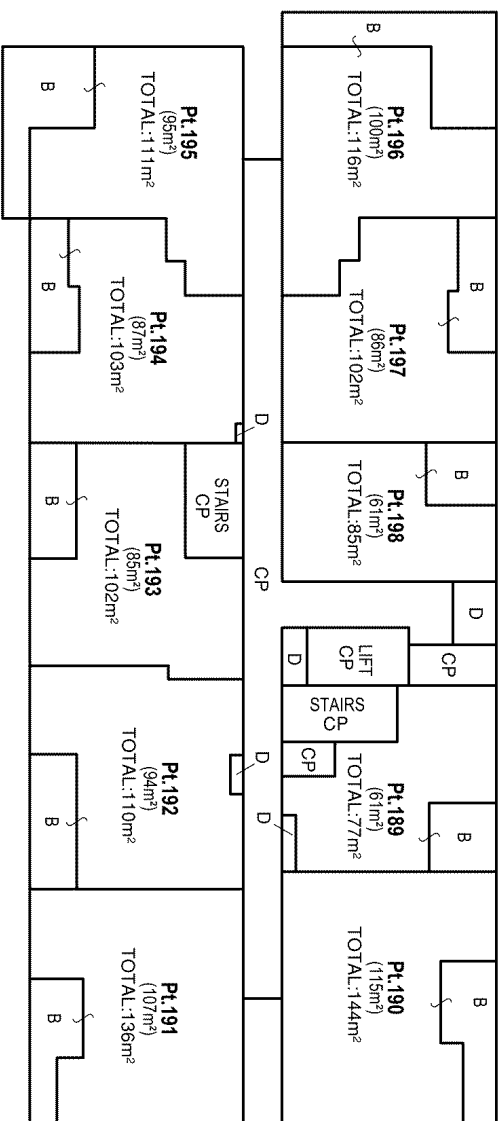
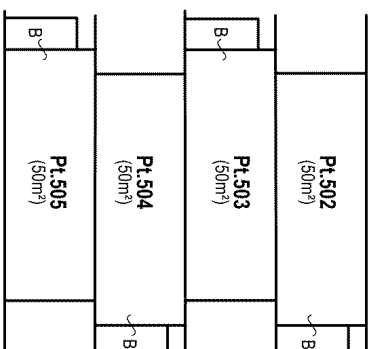
Lengths are in metres.

Sheet No. 33 of 69 Sheets





(BLOCK 'L1')



LEVEL 1

(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE

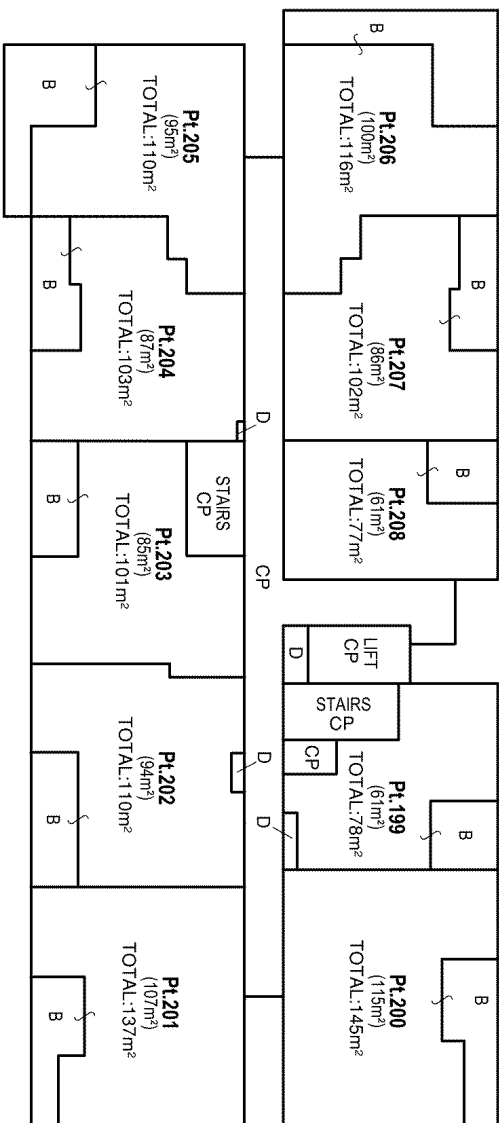
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 2
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered



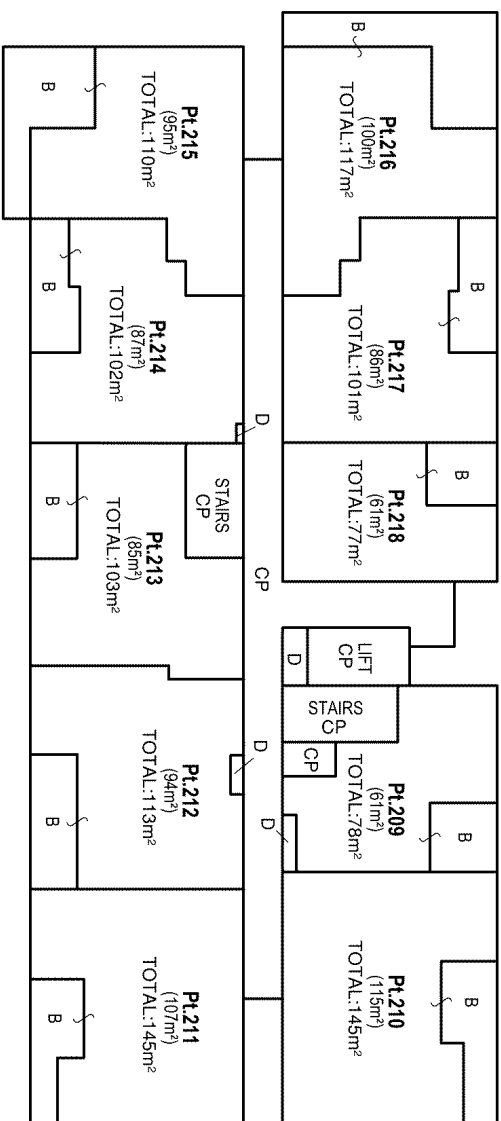
12/11/2019

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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A: BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.



LEVEL 3
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

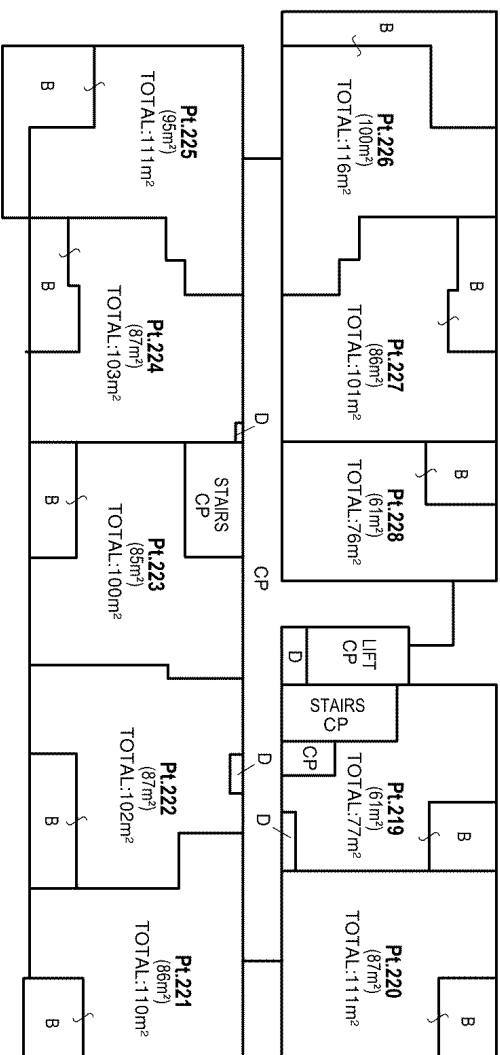
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 4
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

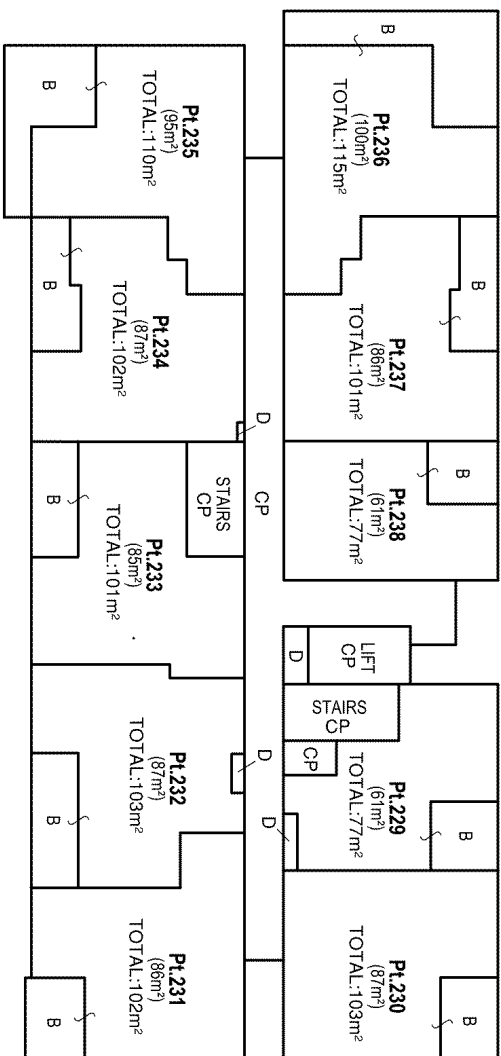
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 5

(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

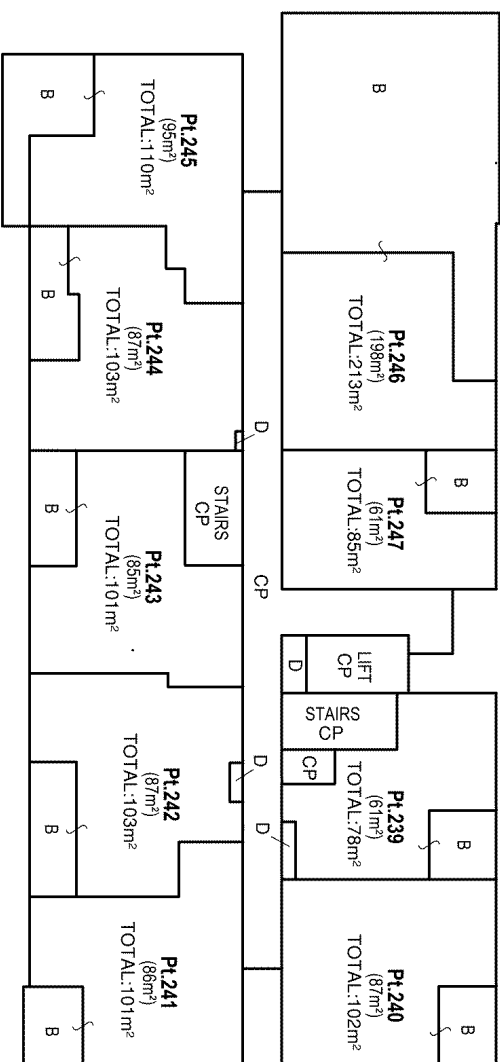
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 6
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

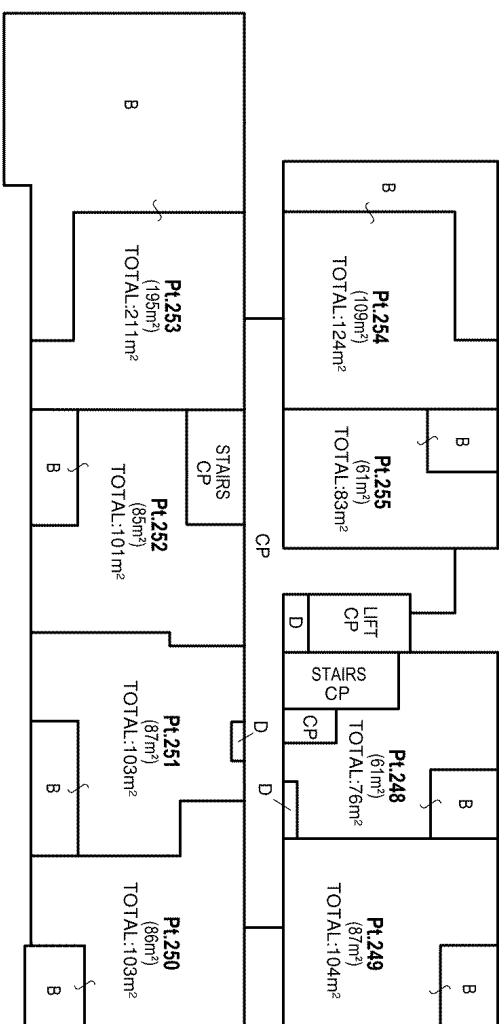
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 7
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

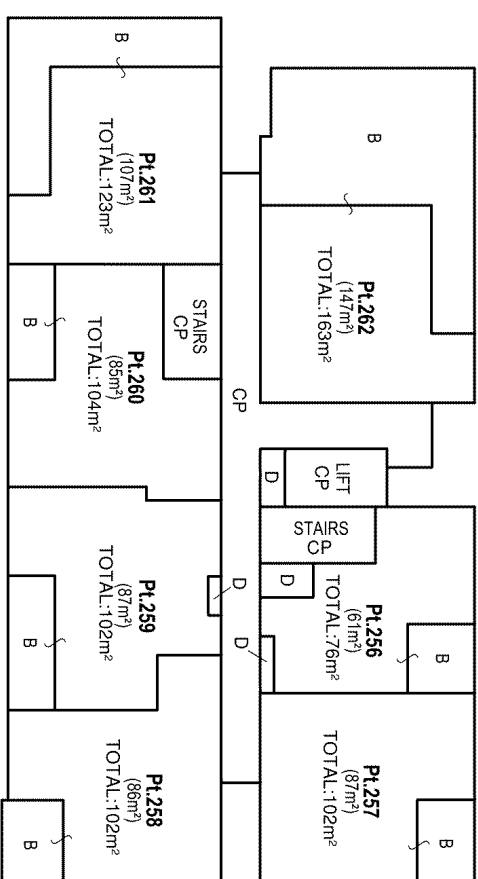
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 8
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered



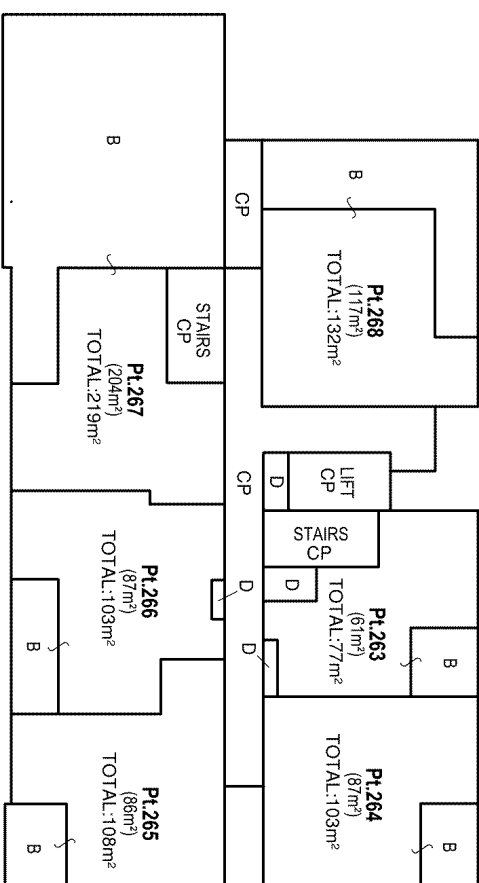
12/11/2019

SP100414

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.



LEVEL 9
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered



12/11/2019

SP100414

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

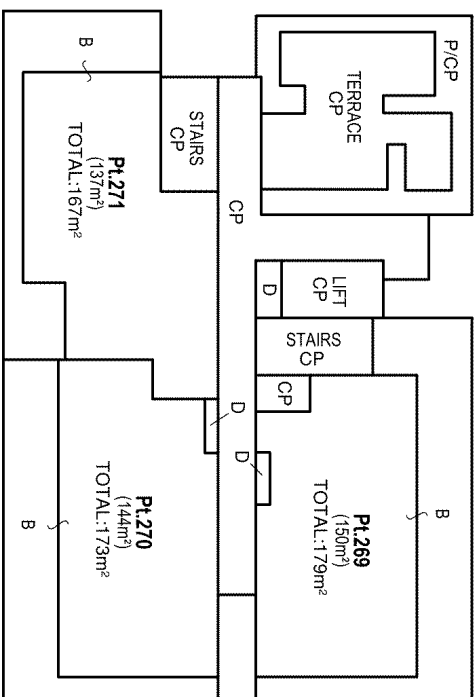
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L G A : BAYSIDE

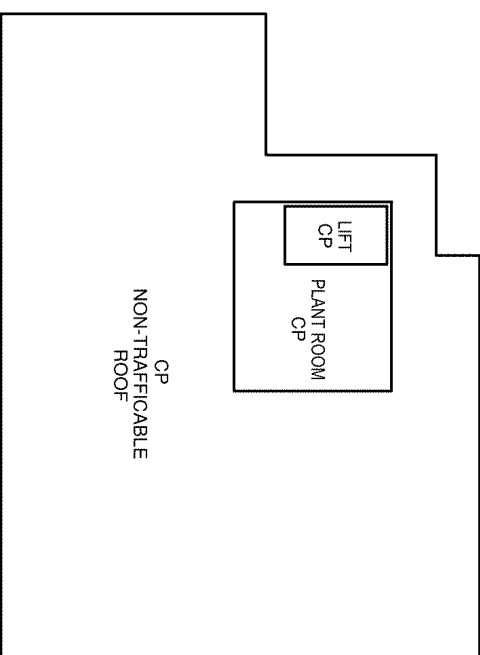
Locality: KOGARAH

Reduction Ratio 1:250

Lengths are in metres.



LEVEL 10
(BLOCK 'C')



ROOF LEVEL
(BLOCK 'C')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

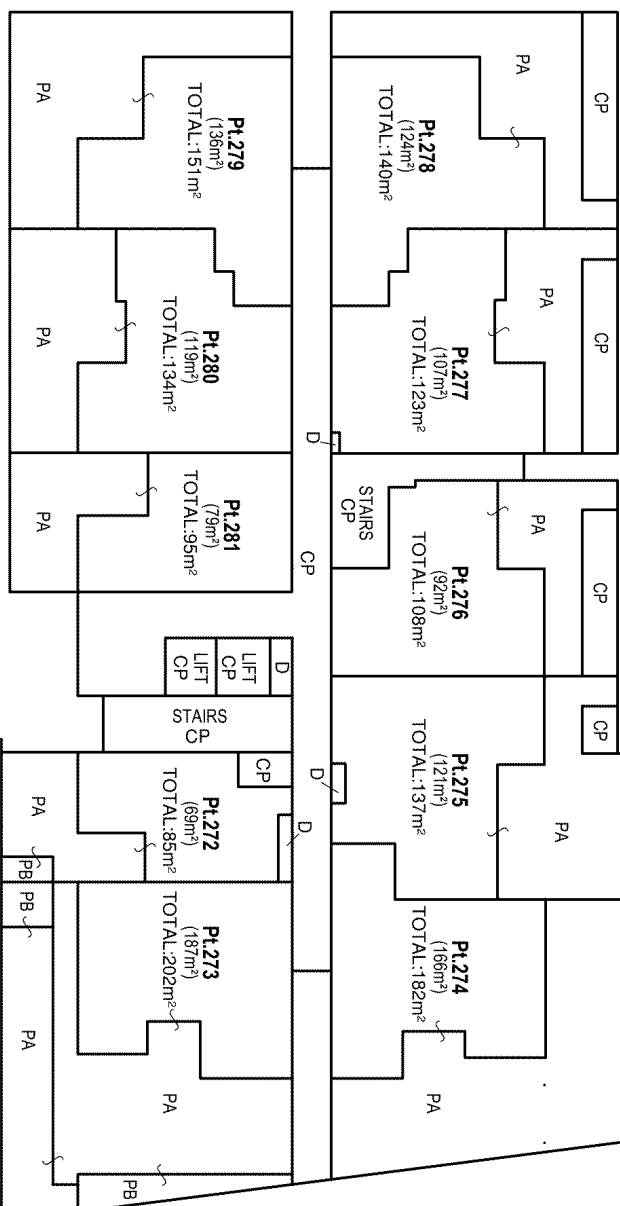
SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A: BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered
12/11/2019

SP100414

1.18S	CY	Pt.506 (71m ²) TOTAL:1.48m ²	1.18S	CY
1.18S	CY		1.18S	CY
1.18S	CY	Pt.507 (71m ²) TOTAL:1.48m ²	1.18S	CY
1.18S	CY		1.18S	CY
1.18S	CY	Pt.508 (71m ²) TOTAL:1.48m ²	1.18S	CY
1.18S	CY		1.18S	CY
1.18S	CY	Pt.509 (71m ²) TOTAL:1.48m ²	1.18S	CY
1.18S	CY		1.18S	CY



CP denotes COMMON PROPERTY
CY denotes COURTYARD
D denotes SERVICE DUCT (CP)
PA denotes PATIO
PB denotes PLANTER BOX
P1.18S DENOTES CONNECTION BETWEEN SOUTHERN EXTENT OF BLOCK WALL

Registered

Locality: KOGARAH

Reduction Ratio 1:250

Lengths are in metres.

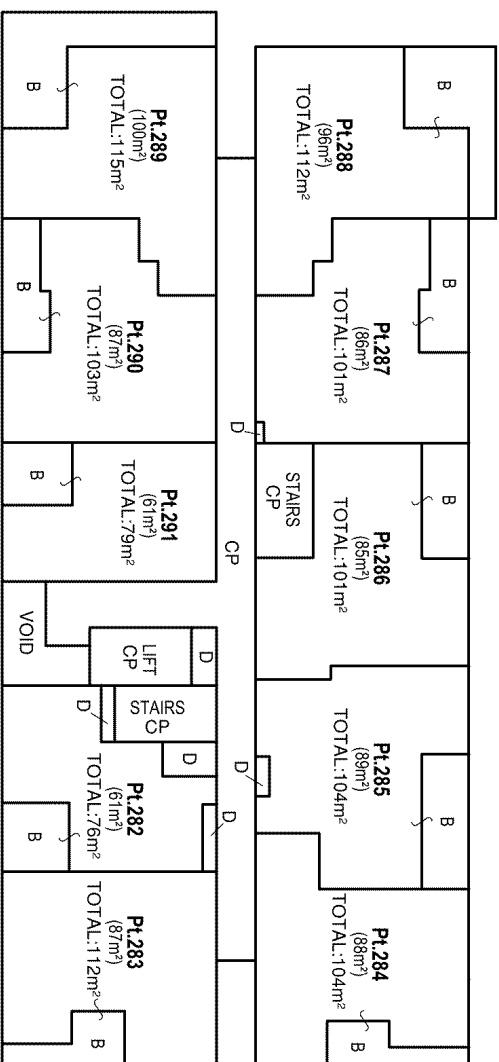
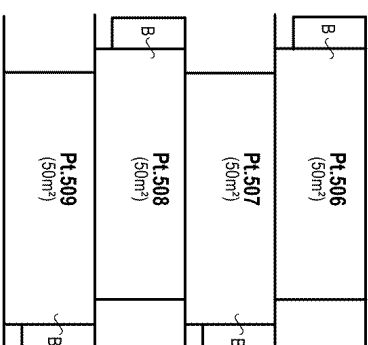


12/11/2019

SP100414



(BLOCK 'L2')



LEVEL 1

(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

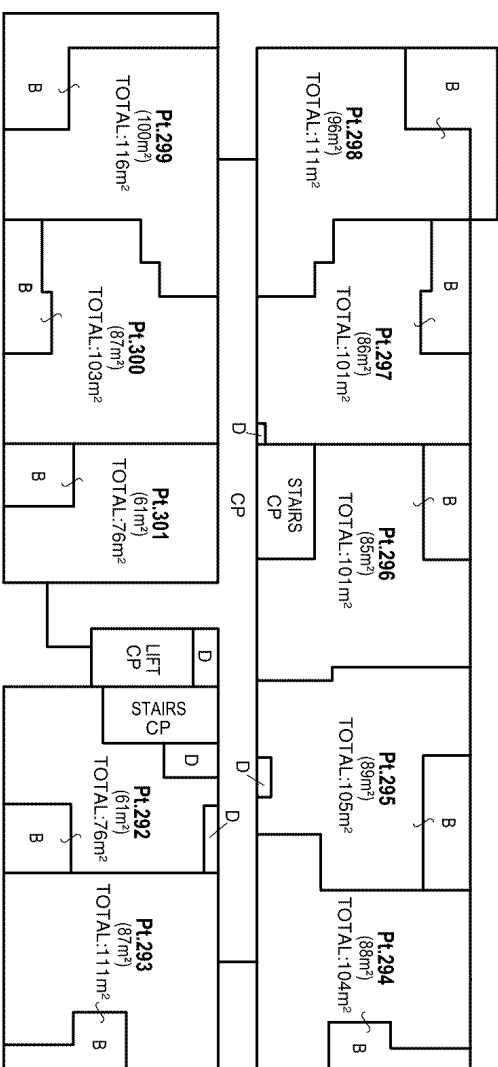
SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered

12/11/2019

SP100414



LEVEL 2
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

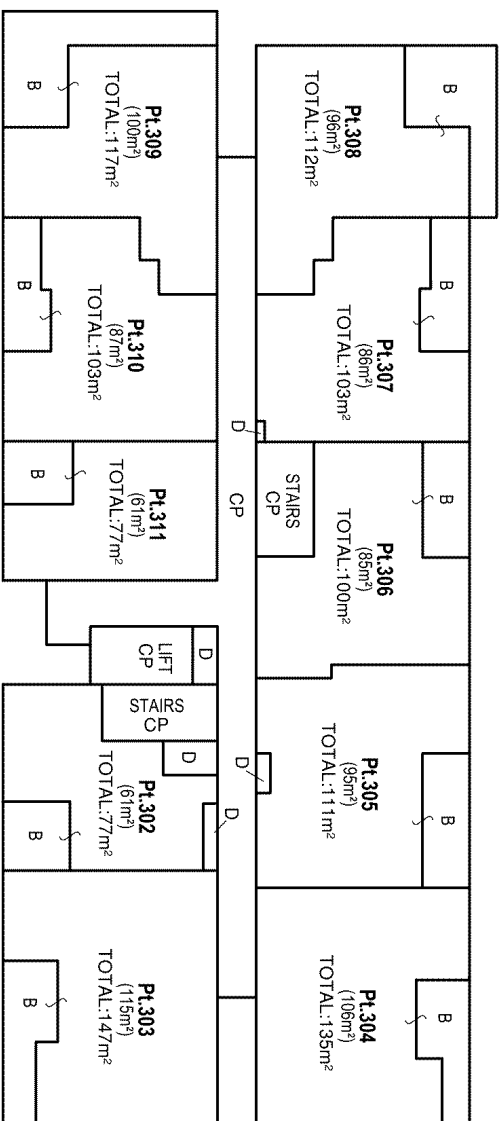
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 3
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

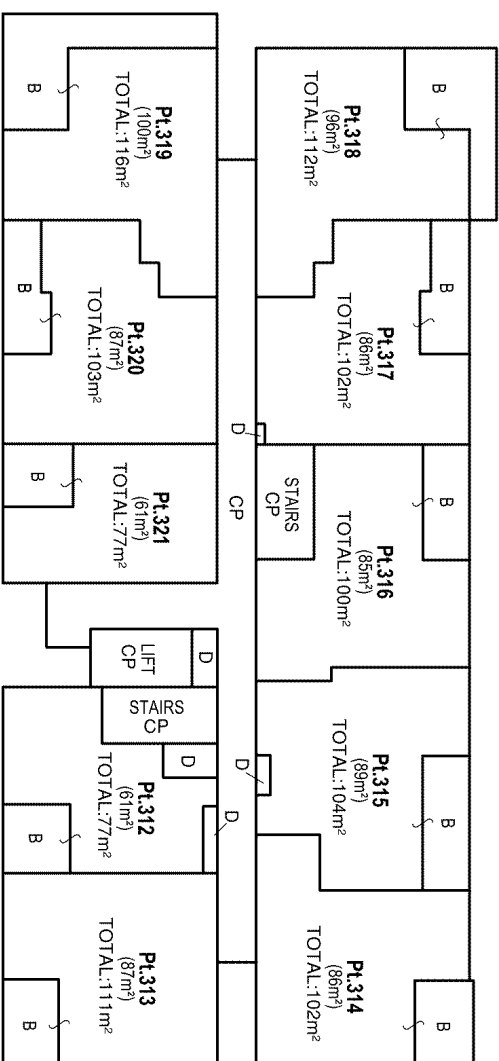
SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.



Registered
12/11/2019

SP100414



LEVEL 4
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered

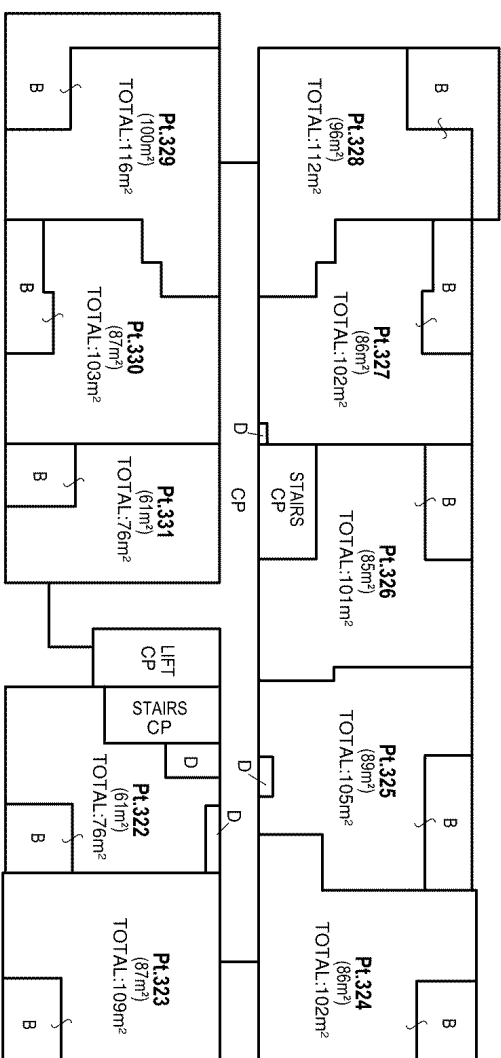


12/11/2019

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

SP100414



LEVEL 5
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

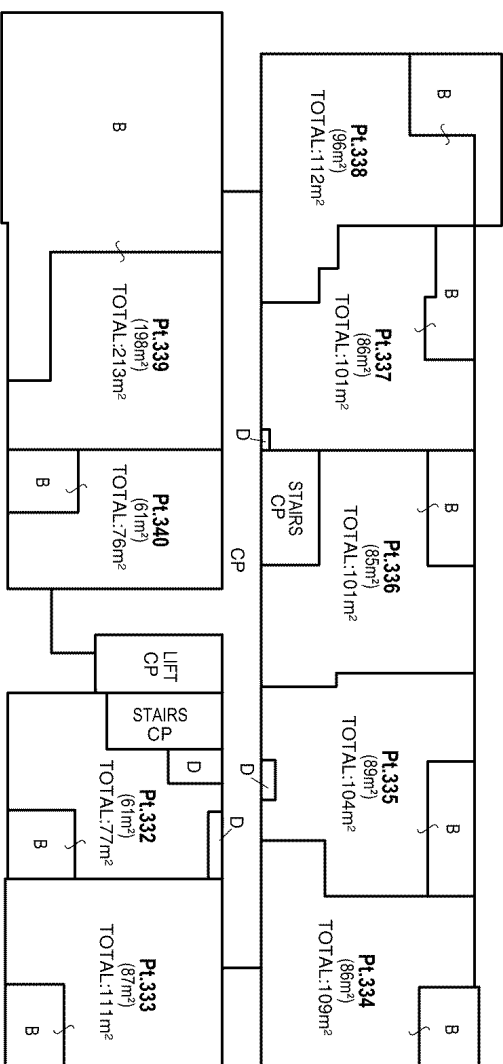
L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 6

(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered

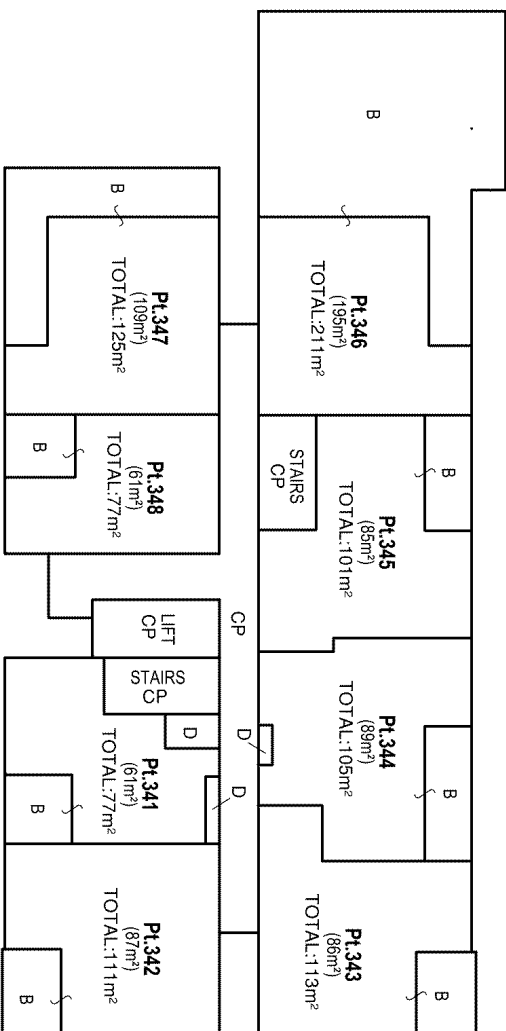


12/11/2019

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

SP100414



LEVEL 7
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

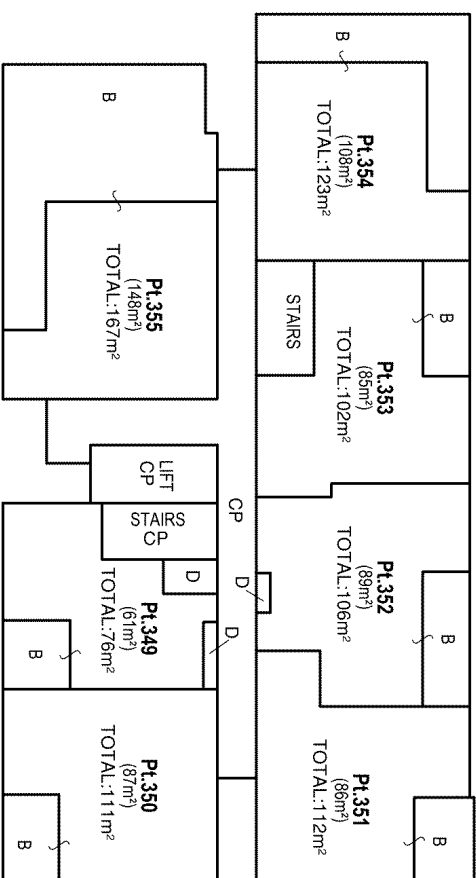
PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A: BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered
12/11/2019

SP100414



LEVEL 8
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

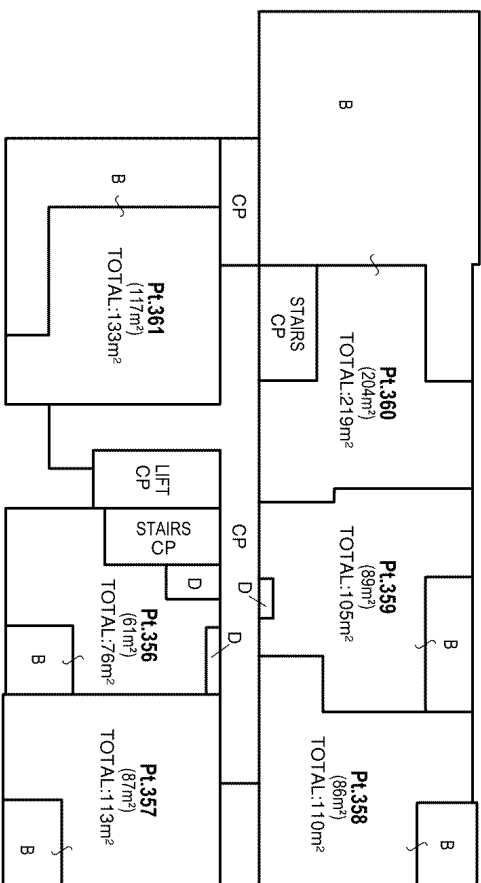
PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered
12/11/2019

SP100414



LEVEL 9
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered



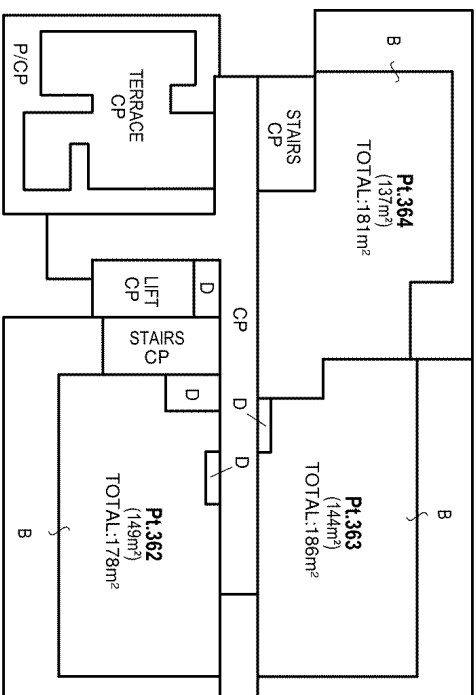
12/11/2019

SP100414

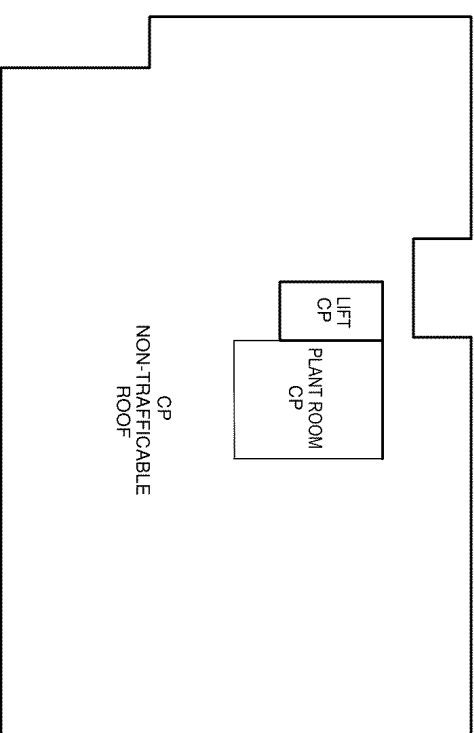
PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A: BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.



LEVEL 10
(BLOCK 'D')



ROOF LEVEL
(BLOCK 'D')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)
P denotes PLANTER

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

Lengths are in metres.

Registered



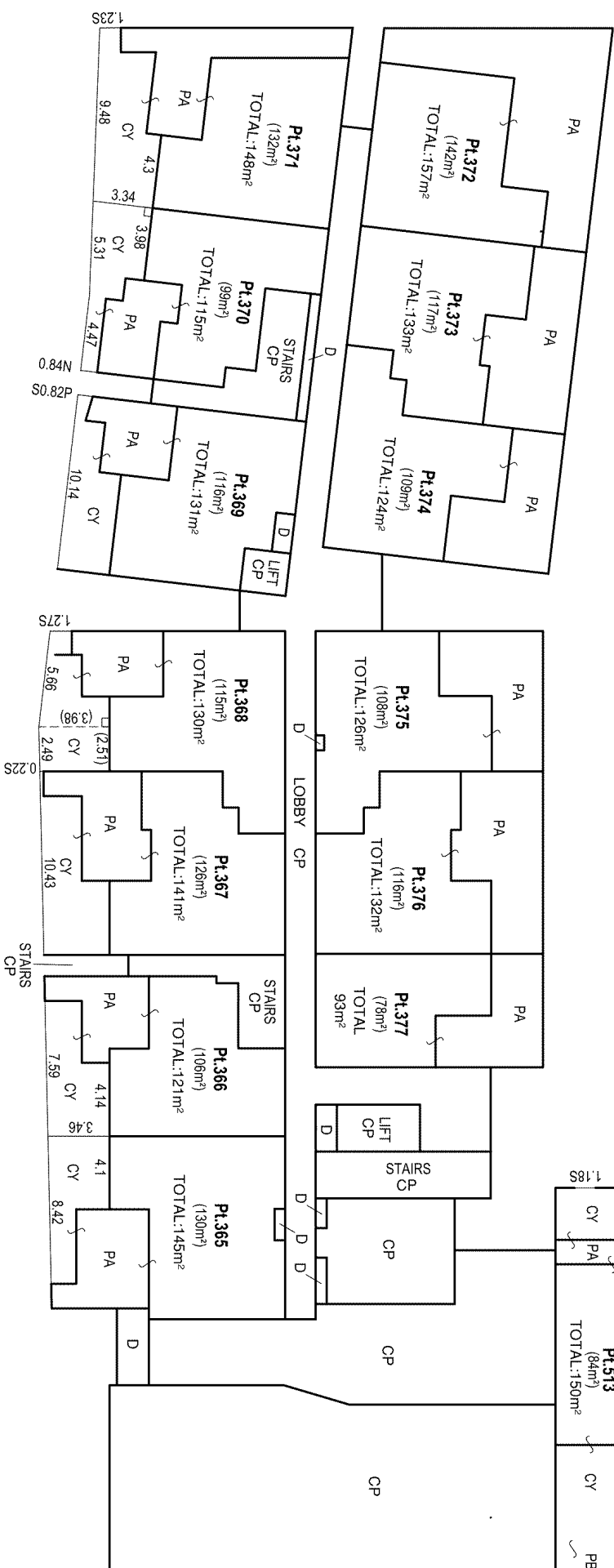
12/11/2019

SP100414



(BLOCK 'L3')

1.185	CY	PA	Pt.510 (84m ²) TOTAL:153m ²	CY	PB
1.185	CY	PA	Pt.511 (84m ²) TOTAL:151m ²	CY	PB
1.185	CY	PA	Pt.512 (84m ²) TOTAL:151m ²	CY	PB
1.185	CY	PA	Pt.513 (84m ²) TOTAL:150m ²	CY	PB



NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH PATIO & PLANTER BOX IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2.5 BELOW TO 4 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE MAIN FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
3. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

GROUND LEVEL
(BLOCK 'E')

CP denotes COMMON PROPERTY
CY denotes COURTYARD
D denotes SERVICE DUCT (CP)
PA denotes PATIO
PB denotes PLANTER BOX

1.185 DENOTES CONNECTION BETWEEN SOUTHERN EXTENT OF BLOCK WALL
N denotes DISTANCE PROLONGATED ALONG NORTHERN FACE OF WALL
S denotes DISTANCE PROLONGATED ALONG SOUTHERN FACE OF WALL

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

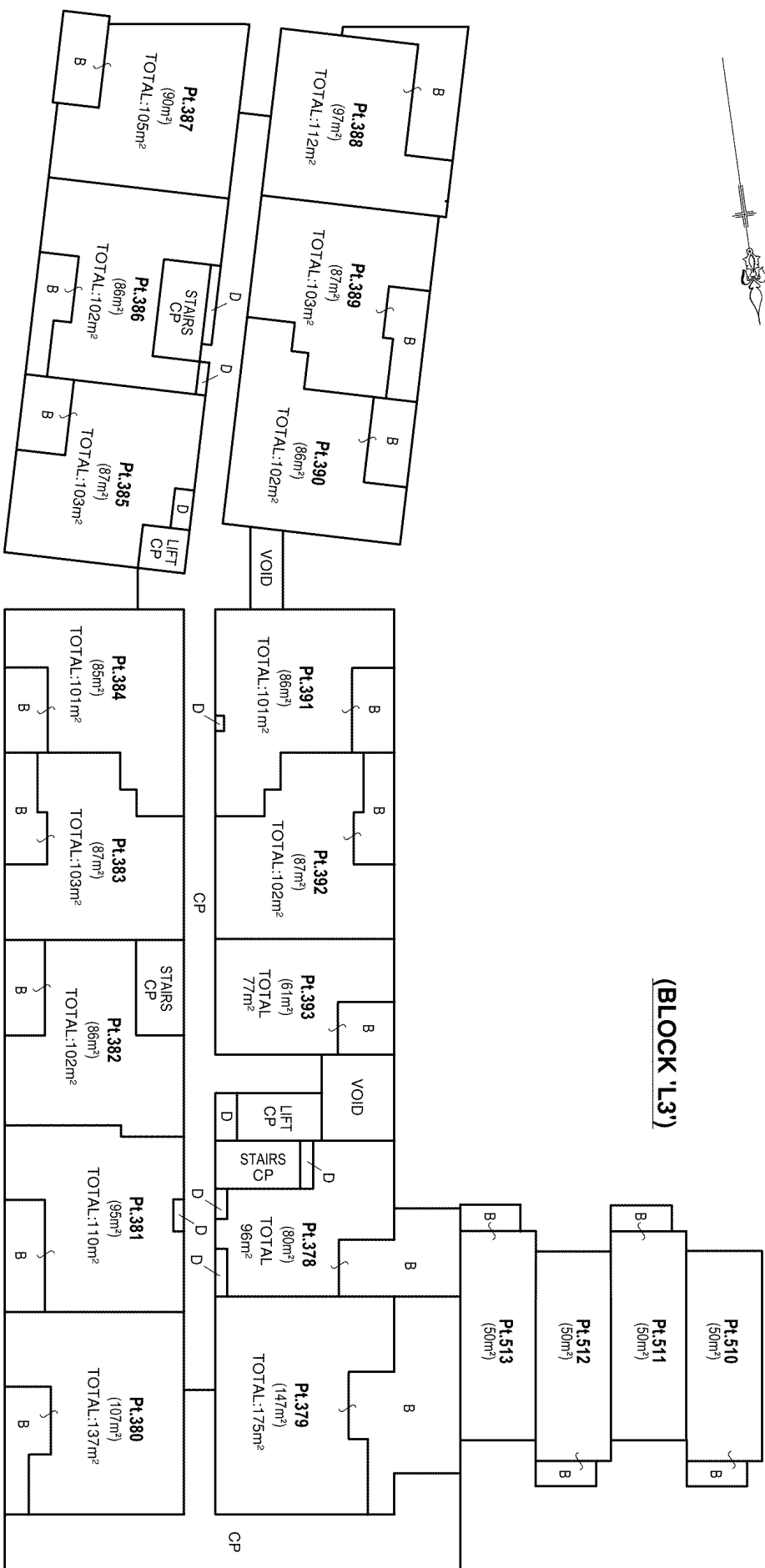
L G A: BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered
12/11/2019

SP100414



(BLOCK 'L3')



LEVEL 1

(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

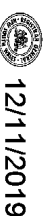
PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

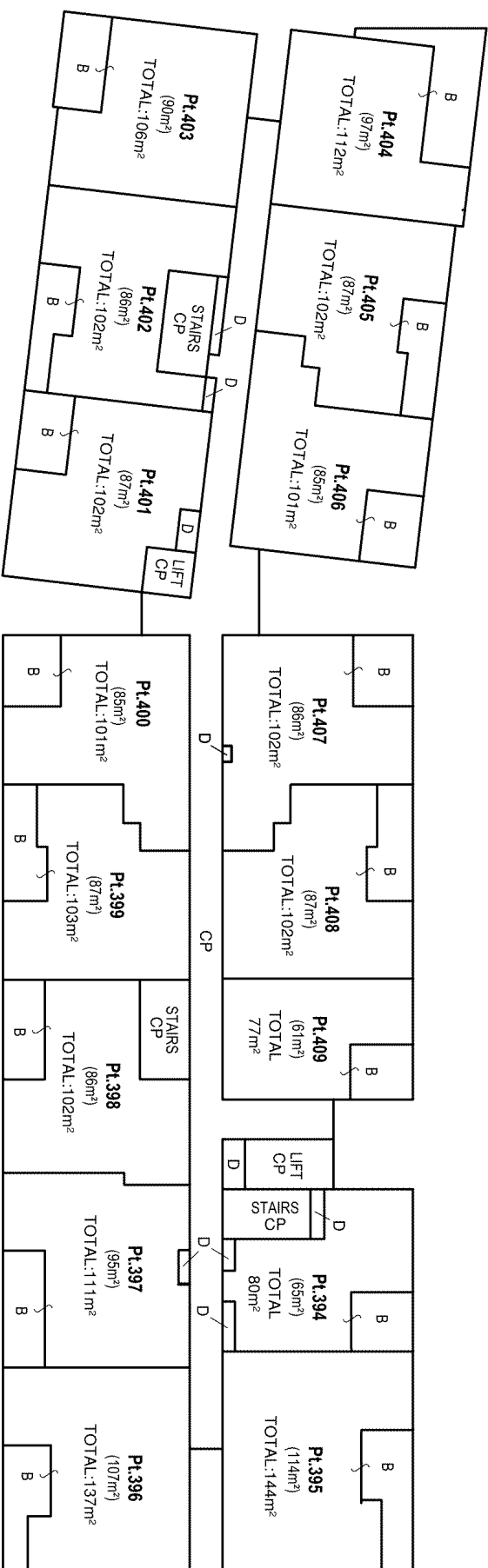
L G A: BAYSIDE

Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



SP100414



LEVEL 2
(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

SURVEYOR

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

L G A : BAYSIDE

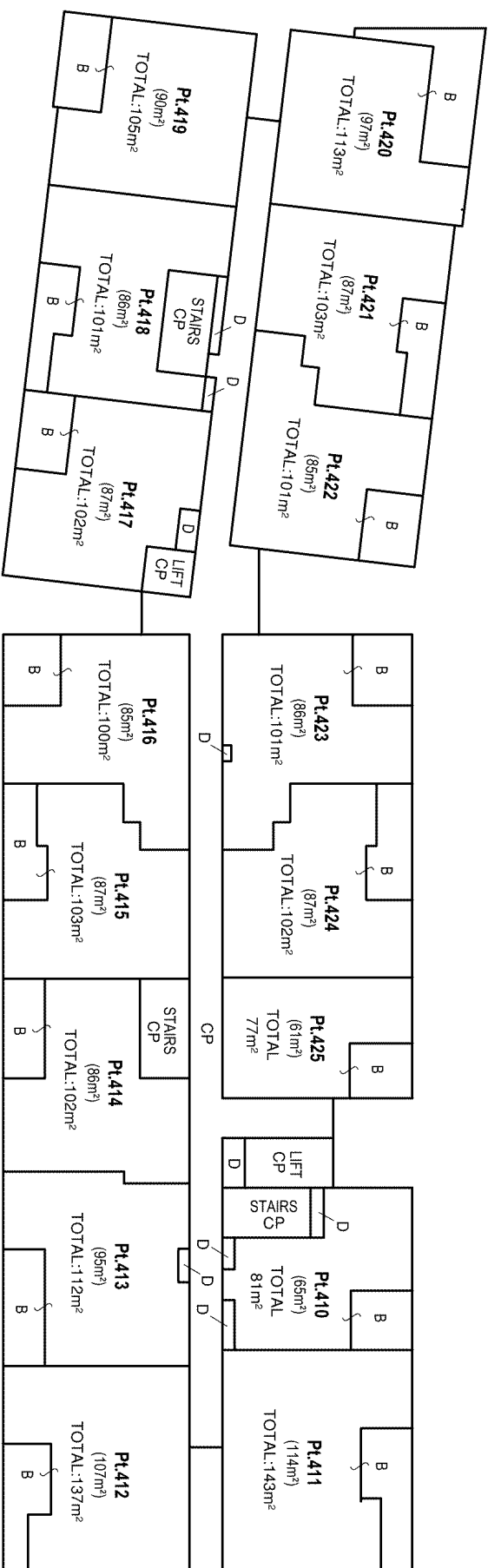
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 3
(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

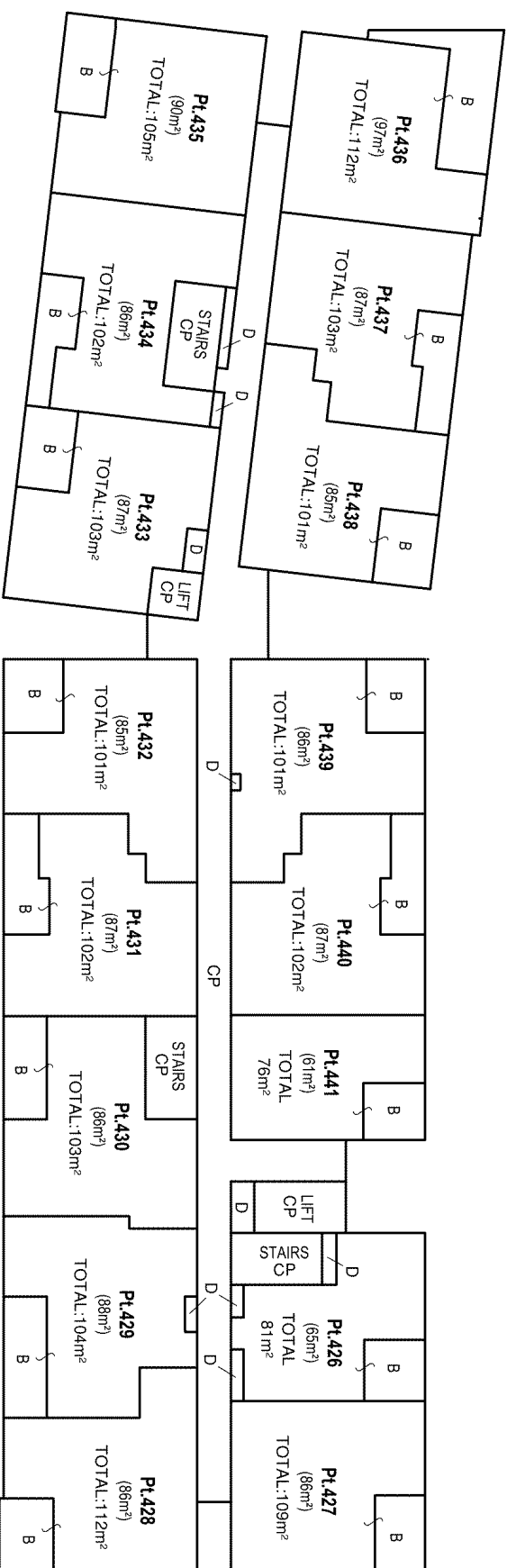
SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.



Registered
12/11/2019

SP100414



LEVEL 4 (BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered



12/11/2019

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PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

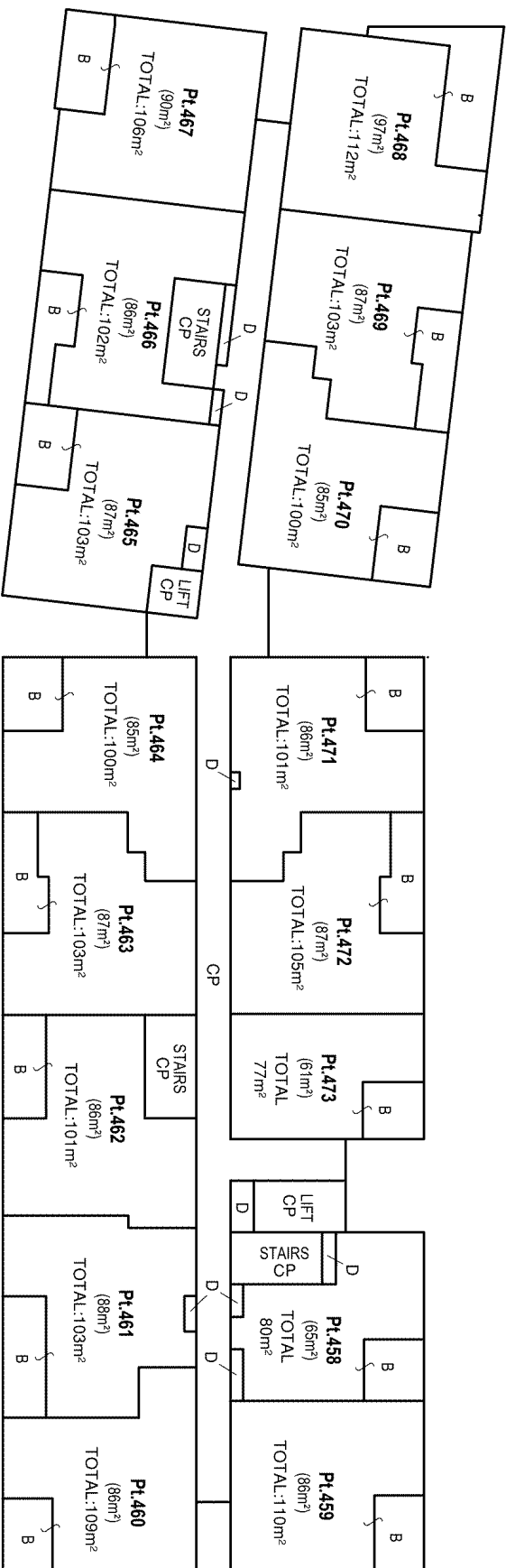
L G A : BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

Lengths are in metres.

SP100414



LEVEL 6
(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

SURVEYOR

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE

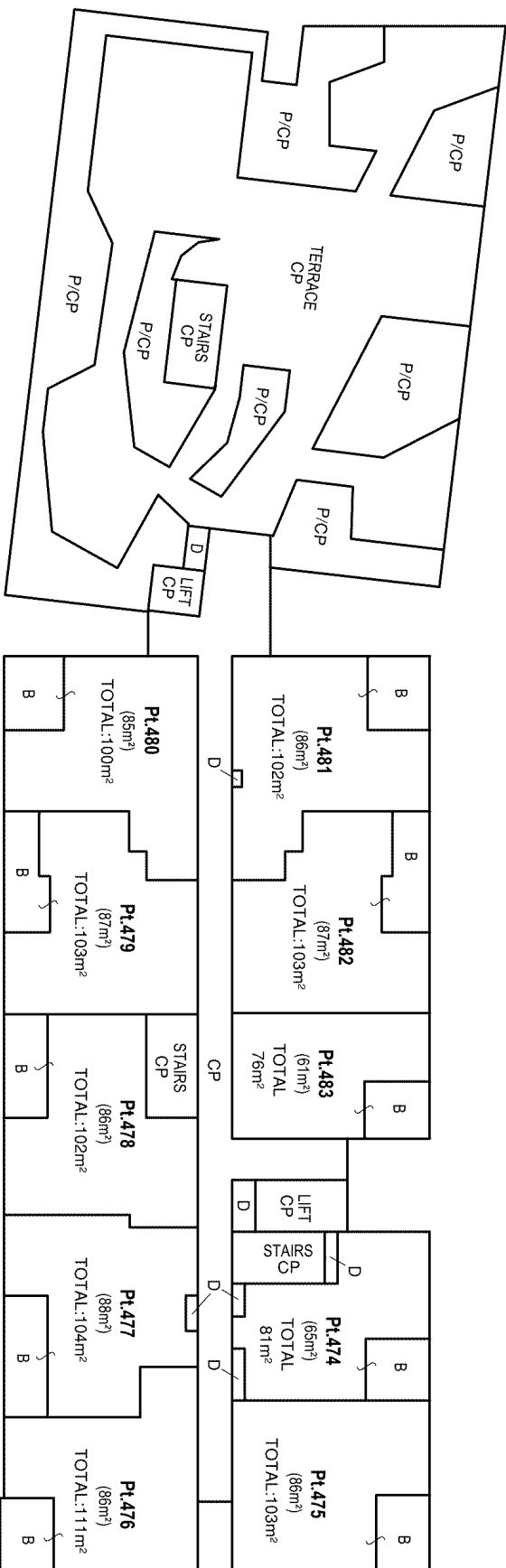
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 7
(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)
P denotes PLANTER

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A : BAYSIDE

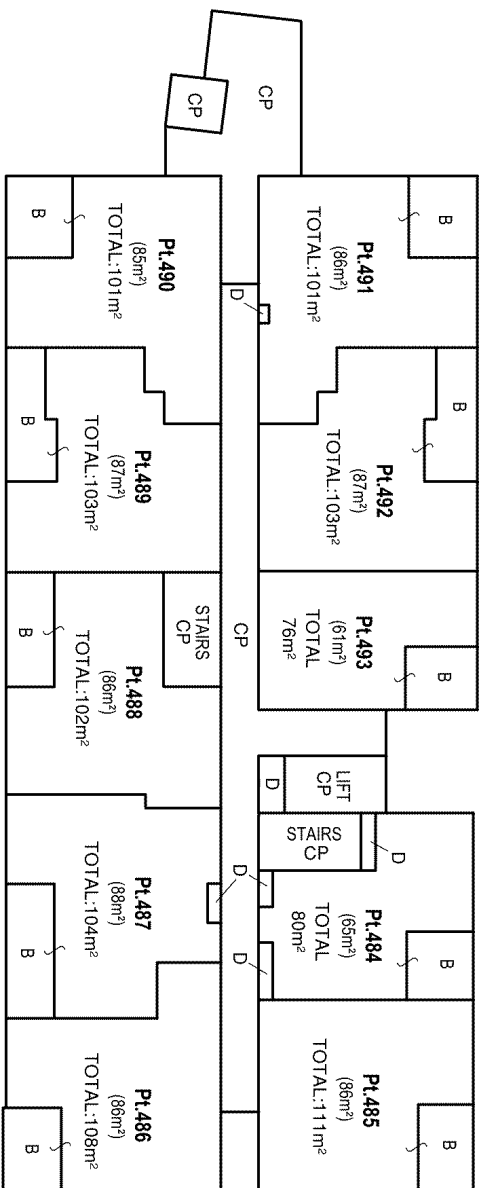
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 8
(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

Registered



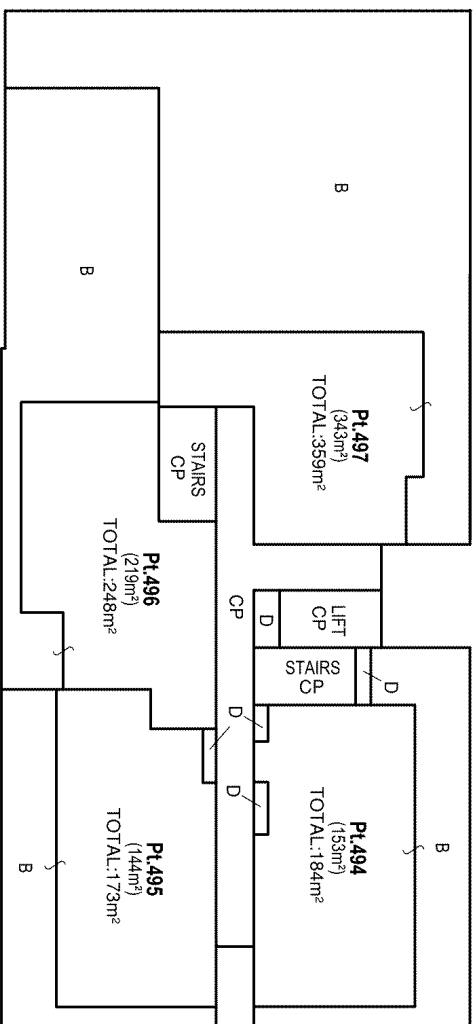
12/11/2019

SP100414

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

L G A : BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.



LEVEL 9
(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:250

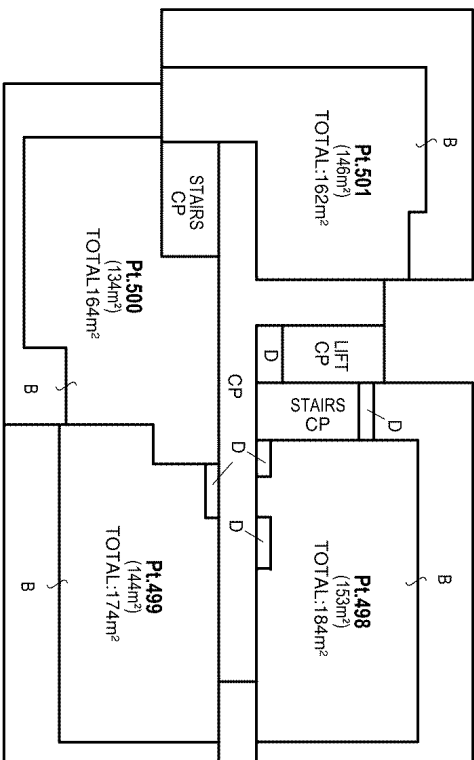
Lengths are in metres.

Registered

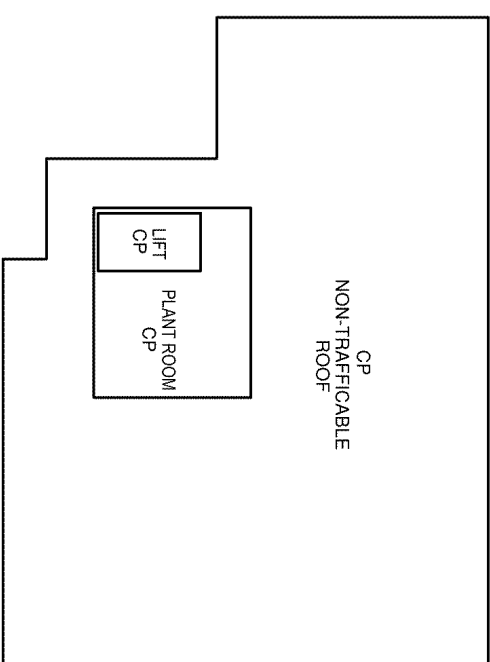


12/11/2019

SP100414



LEVEL 10
(BLOCK 'E')



ROOF LEVEL
(BLOCK 'E')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
B denotes BALCONY
D denotes SERVICE DUCT (CP)

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

SURVEYOR
Name: MATTHEW CLEARY
Date: 30 / 8 / 2019
Reference: 118462_001

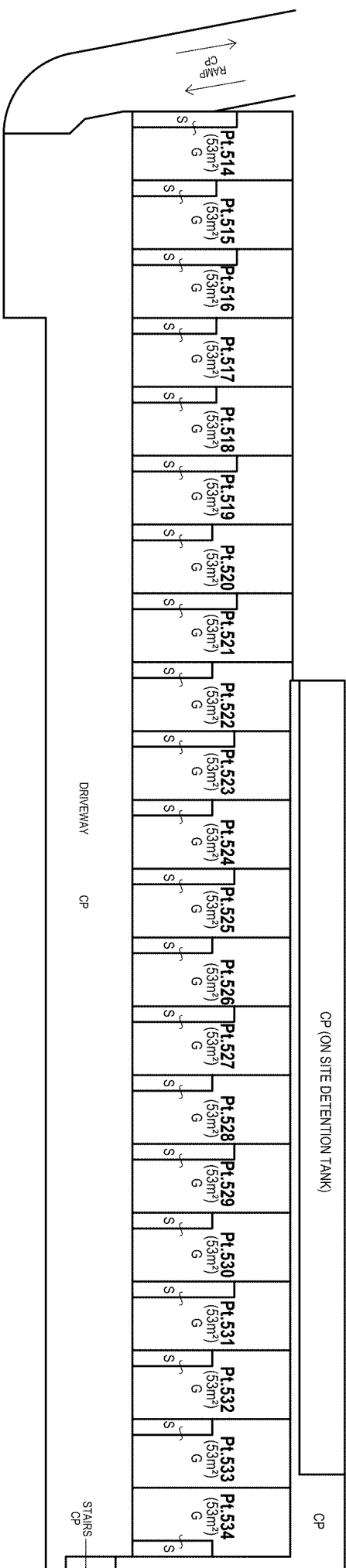
L G A: BAYSIDE
Locality: KOGARAH
Reduction Ratio 1:250
Lengths are in metres.



Registered

12/11/2019

SP100414



BASEMENT CARPARKING LEVEL
(BLOCK 'F' & 'G')

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CP denotes COMMON PROPERTY
G denotes GARAGE
S denotes STORAGE (BELOW STAIRS)

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:300

Lengths are in metres.

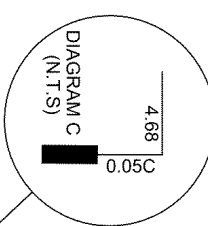
Registered



12/11/2019

SP100414

Sheet No. 67 of 69 Sheets

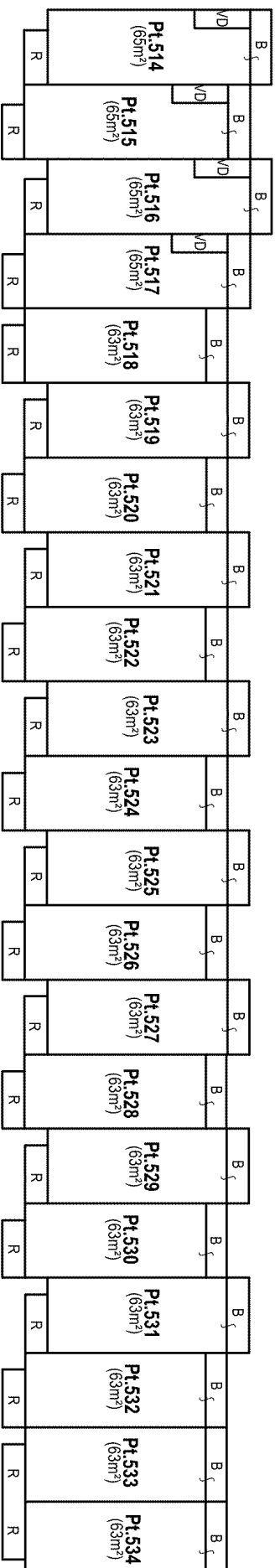


CP denotes COMMON PROPERTY
CY denotes COURTYARD
C denotes PROLONGATION OF CENTRELINE OF WALL
E denotes DISTANCE FROM EASTERN CORNER OF WALL TO BOUNDARY
S denotes PROLONGATION OF SOUTHERN FACE OF RETAINING WALL
W denotes PROLONGATION OF WESTERN FACE OF WALL

Registered



SP100414



LEVEL 1
(BLOCK 'F' & 'G')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B DENOTES BALCONY
R denotes ROOF (COMMON PROPERTY)
VD denotes VOID

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDEL

Locality: KOGARAH

Reduction Ratio 1:300

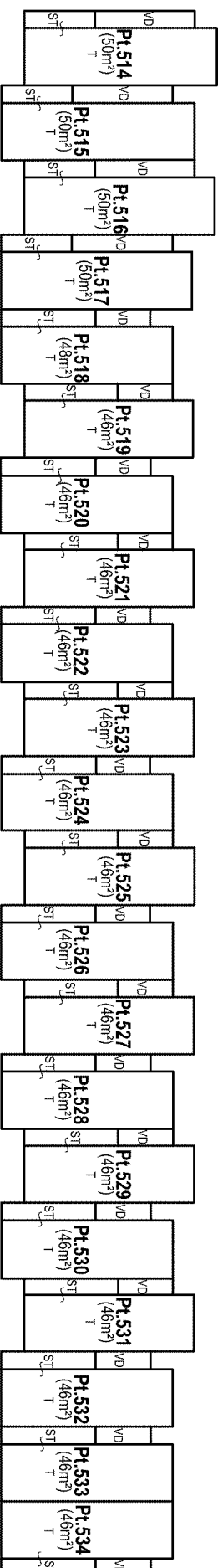
Lengths are in metres.

Registered



12/11/2019

SP100414



LEVEL 2
(BLOCK 'F' & 'G')

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH TERRACE IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

ST denotes STAIRS
T denotes TERRACE
VD denotes VOID
NOTE - STAIRS ON THIS LEVEL ARE COVERED

SURVEYOR

Name: MATTHEW CLEARY

Date: 30 / 8 / 2019

Reference: 118462_001

PLAN OF SUBDIVISION OF LOT 2 IN DP1240546

L G A: BAYSIDE

Locality: KOGARAH

Reduction Ratio 1:300

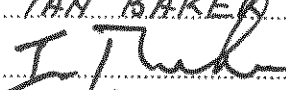
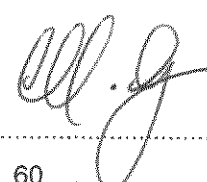
Lengths are in metres.

Registered



12/11/2019

SP100414

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of ²² ~~4~~ sheet(s)
Office Use Only		Office Use Only
Registered:  12/11/2019		SP100414
PLAN OF SUBDIVISION OF LOT 2 IN DP1240546		LGA: BAYSIDE Locality: KOGARAH Parish: ST GEORGE County: CUMBERLAND
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents Retail 24&25 1 Nipper Street Homebush NSW 2140 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option ~~*A~~ *B Smoke penetration: Option ~~*X~~ *B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) ~~* The strata by laws lodged with the plan.~~
Surveyor's Certificate I MATTHEW WILLIAM CLEARY of CARDNO NSW/ACT PTY LTD being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. ~~*The building encroaches on:~~ *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^		Strata Certificate (Accredited Certifier) I <u>IAN BAKER</u> being an Accredited Certifier, accreditation number <u>BPB0017</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . ~~*(a) This plan is part of a development scheme.~~ *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~Section 63 <i>Strata Schemes Development Act 2015</i>.~~ Certificate Reference: <u>17/SC48/19</u> Relevant Planning Approval No.: <u>17/CDC56/18</u> issued by: <u>IAN BAKER</u> Signature: <u></u> Date: <u>6.9.19</u> ^ Insert lot numbers of proposed utility lots.
Signature: <u></u> Date: <u>30/8/2019</u> Surveyor ID: 60 Surveyor's Reference: 118462_001 ^ Insert the deposited plan number or dealing number of the instrument that created the easement		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 22 sheet(s)
Office Use Only		Office Use Only
Registered:  12/11/2019		SP100414
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<u>Execution by JQZ NINE PTY LTD</u> Executed on behalf of JQZ NINE PTY LTD ACN 167 994 167 by authority of the director in the presence of: Jianqiu Zhang Sole Director and Secretary 		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE: 1. POSITIVE COVENANT 2. POSITIVE COVENANT 3. POSITIVE COVENANT		
Surveyor's Reference: 118462_001		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 22 sheet(s)
Office Use Only Registered:  12/11/2019 SP100414 Office Use Only		

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

UNIT		STREET			
LOT	~~STREET~~ NUMBER	~~UNIT~~ NUMBER	STREET NAME	STREET TYPE	SUBURB
1	G02	15	GARRIGARRANG	AVENUE	KOGARAH
2	G01	15	GARRIGARRANG	AVENUE	KOGARAH
3	G10	15	GARRIGARRANG	AVENUE	KOGARAH
4	G09	15	GARRIGARRANG	AVENUE	KOGARAH
5	G08	15	GARRIGARRANG	AVENUE	KOGARAH
6	G07	15	GARRIGARRANG	AVENUE	KOGARAH
7	G06	15	GARRIGARRANG	AVENUE	KOGARAH
8	G05	15	GARRIGARRANG	AVENUE	KOGARAH
9	G04	17	GARRIGARRANG	AVENUE	KOGARAH
10	G03	17	GARRIGARRANG	AVENUE	KOGARAH
11	G02	17	GARRIGARRANG	AVENUE	KOGARAH
12	G01	17	GARRIGARRANG	AVENUE	KOGARAH
13	G04	15	GARRIGARRANG	AVENUE	KOGARAH
14	G03	15	GARRIGARRANG	AVENUE	KOGARAH
15	103	15	GARRIGARRANG	AVENUE	KOGARAH
16	102	15	GARRIGARRANG	AVENUE	KOGARAH
17	101	15	GARRIGARRANG	AVENUE	KOGARAH
18	111	15	GARRIGARRANG	AVENUE	KOGARAH
19	110	15	GARRIGARRANG	AVENUE	KOGARAH
20	109	15	GARRIGARRANG	AVENUE	KOGARAH
21	108	15	GARRIGARRANG	AVENUE	KOGARAH
22	107	15	GARRIGARRANG	AVENUE	KOGARAH
23	106	15	GARRIGARRANG	AVENUE	KOGARAH
24	106	17	GARRIGARRANG	AVENUE	KOGARAH
25	105	17	GARRIGARRANG	AVENUE	KOGARAH
26	104	17	GARRIGARRANG	AVENUE	KOGARAH
27	103	17	GARRIGARRANG	AVENUE	KOGARAH
28	102	17	GARRIGARRANG	AVENUE	KOGARAH
29	101	17	GARRIGARRANG	AVENUE	KOGARAH
30	105	15	GARRIGARRANG	AVENUE	KOGARAH
31	104	15	GARRIGARRANG	AVENUE	KOGARAH
32	203	15	GARRIGARRANG	AVENUE	KOGARAH
33	202	15	GARRIGARRANG	AVENUE	KOGARAH
34	201	15	GARRIGARRANG	AVENUE	KOGARAH
35	211	15	GARRIGARRANG	AVENUE	KOGARAH
36	210	15	GARRIGARRANG	AVENUE	KOGARAH
37	209	15	GARRIGARRANG	AVENUE	KOGARAH

Surveyor's Reference: 118462_001

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 22 sheet(s)
Office Use Only Registered:  12/11/2019 SP100414 Office Use Only		

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

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- A schedule of street addresses
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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

LOT	UNIT NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	SUBURB
38	208	15	GARRIGARRANG	AVENUE	KOGARAH
39	207	15	GARRIGARRANG	AVENUE	KOGARAH
40	206	15	GARRIGARRANG	AVENUE	KOGARAH
41	206	17	GARRIGARRANG	AVENUE	KOGARAH
42	205	17	GARRIGARRANG	AVENUE	KOGARAH
43	204	17	GARRIGARRANG	AVENUE	KOGARAH
44	203	17	GARRIGARRANG	AVENUE	KOGARAH
45	202	17	GARRIGARRANG	AVENUE	KOGARAH
46	201	17	GARRIGARRANG	AVENUE	KOGARAH
47	205	15	GARRIGARRANG	AVENUE	KOGARAH
48	204	15	GARRIGARRANG	AVENUE	KOGARAH
49	303	15	GARRIGARRANG	AVENUE	KOGARAH
50	302	15	GARRIGARRANG	AVENUE	KOGARAH
51	301	15	GARRIGARRANG	AVENUE	KOGARAH
52	311	15	GARRIGARRANG	AVENUE	KOGARAH
53	310	15	GARRIGARRANG	AVENUE	KOGARAH
54	309	15	GARRIGARRANG	AVENUE	KOGARAH
55	308	15	GARRIGARRANG	AVENUE	KOGARAH
56	307	15	GARRIGARRANG	AVENUE	KOGARAH
57	306	15	GARRIGARRANG	AVENUE	KOGARAH
58	306	17	GARRIGARRANG	AVENUE	KOGARAH
59	305	17	GARRIGARRANG	AVENUE	KOGARAH
60	304	17	GARRIGARRANG	AVENUE	KOGARAH
61	303	17	GARRIGARRANG	AVENUE	KOGARAH
62	302	17	GARRIGARRANG	AVENUE	KOGARAH
63	301	17	GARRIGARRANG	AVENUE	KOGARAH
64	305	15	GARRIGARRANG	AVENUE	KOGARAH
65	304	15	GARRIGARRANG	AVENUE	KOGARAH
66	403	15	GARRIGARRANG	AVENUE	KOGARAH
67	402	15	GARRIGARRANG	AVENUE	KOGARAH
68	401	15	GARRIGARRANG	AVENUE	KOGARAH
69	411	15	GARRIGARRANG	AVENUE	KOGARAH
70	410	15	GARRIGARRANG	AVENUE	KOGARAH
71	409	15	GARRIGARRANG	AVENUE	KOGARAH
72	408	15	GARRIGARRANG	AVENUE	KOGARAH
73	407	15	GARRIGARRANG	AVENUE	KOGARAH
74	406	15	GARRIGARRANG	AVENUE	KOGARAH

Surveyor's Reference: 118462_001

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 22 sheet(s)																																																																																																																																																																																																																																				
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<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:10%;">LOT</th> <th style="width:15%;">UNIT NUMBER</th> <th style="width:15%;">STREET NUMBER</th> <th style="width:20%;">STREET NAME</th> <th style="width:15%;">STREET TYPE</th> <th style="width:25%;">SUBURB</th> </tr> </thead> <tbody> <tr><td>75</td><td>406</td><td>17</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>76</td><td>405</td><td>17</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>77</td><td>404</td><td>17</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>78</td><td>403</td><td>17</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>79</td><td>402</td><td>17</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>80</td><td>401</td><td>17</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> 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TYPE	SUBURB	112	603	17	GARRIGARRANG	AVENUE	KOGARAH	113	602	17	GARRIGARRANG	AVENUE	KOGARAH	114	601	17	GARRIGARRANG	AVENUE	KOGARAH	115	605	15	GARRIGARRANG	AVENUE	KOGARAH	116	604	15	GARRIGARRANG	AVENUE	KOGARAH	117	703	15	GARRIGARRANG	AVENUE	KOGARAH	118	702	15	GARRIGARRANG	AVENUE	KOGARAH	119	701	15	GARRIGARRANG	AVENUE	KOGARAH	120	711	15	GARRIGARRANG	AVENUE	KOGARAH	121	710	15	GARRIGARRANG	AVENUE	KOGARAH	122	709	15	GARRIGARRANG	AVENUE	KOGARAH	123	708	15	GARRIGARRANG	AVENUE	KOGARAH	124	707	15	GARRIGARRANG	AVENUE	KOGARAH	125	706	15	GARRIGARRANG	AVENUE	KOGARAH	126	706	17	GARRIGARRANG	AVENUE	KOGARAH	127	705	17	GARRIGARRANG	AVENUE	KOGARAH	128	704	17	GARRIGARRANG	AVENUE	KOGARAH	129	703	17	GARRIGARRANG	AVENUE	KOGARAH	130	702	17	GARRIGARRANG	AVENUE	KOGARAH	131	701	17	GARRIGARRANG	AVENUE	KOGARAH	132	705	15	GARRIGARRANG	AVENUE	KOGARAH	133	704	15	GARRIGARRANG	AVENUE	KOGARAH	134	803	15	GARRIGARRANG	AVENUE	KOGARAH	135	802	15	GARRIGARRANG	AVENUE	KOGARAH	136	801	15	GARRIGARRANG	AVENUE	KOGARAH	137	811	15	GARRIGARRANG	AVENUE	KOGARAH	138	810	15	GARRIGARRANG	AVENUE	KOGARAH	139	809	15	GARRIGARRANG	AVENUE	KOGARAH	140	808	15	GARRIGARRANG	AVENUE	KOGARAH	141	807	15	GARRIGARRANG	AVENUE	KOGARAH	142	806	15	GARRIGARRANG	AVENUE	KOGARAH	143	805	15	GARRIGARRANG	AVENUE	KOGARAH	144	804	15	GARRIGARRANG	AVENUE	KOGARAH	145	903	15	GARRIGARRANG	AVENUE	KOGARAH	146	902	15	GARRIGARRANG	AVENUE	KOGARAH	147	901	15	GARRIGARRANG	AVENUE	KOGARAH	148	911	15	GARRIGARRANG	AVENUE	KOGARAH
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TYPE	SUBURB	149	910	15	GARRIGARRANG	AVENUE	KOGARAH	150	909	15	GARRIGARRANG	AVENUE	KOGARAH	151	908	15	GARRIGARRANG	AVENUE	KOGARAH	152	907	15	GARRIGARRANG	AVENUE	KOGARAH	153	906	15	GARRIGARRANG	AVENUE	KOGARAH	154	905	15	GARRIGARRANG	AVENUE	KOGARAH	155	904	15	GARRIGARRANG	AVENUE	KOGARAH	156	1003	15	GARRIGARRANG	AVENUE	KOGARAH	157	1002	15	GARRIGARRANG	AVENUE	KOGARAH	158	1001	15	GARRIGARRANG	AVENUE	KOGARAH	159	1011	15	GARRIGARRANG	AVENUE	KOGARAH	160	1010	15	GARRIGARRANG	AVENUE	KOGARAH	161	1009	15	GARRIGARRANG	AVENUE	KOGARAH	162	1008	15	GARRIGARRANG	AVENUE	KOGARAH	163	1007	15	GARRIGARRANG	AVENUE	KOGARAH	164	1006	15	GARRIGARRANG	AVENUE	KOGARAH	165	1005	15	GARRIGARRANG	AVENUE	KOGARAH	166	1004	15	GARRIGARRANG	AVENUE	KOGARAH	167	1102	15	GARRIGARRANG	AVENUE	KOGARAH	168	1101	15	GARRIGARRANG	AVENUE	KOGARAH	169	1106	15	GARRIGARRANG	AVENUE	KOGARAH	170	1105	15	GARRIGARRANG	AVENUE	KOGARAH	171	1104	15	GARRIGARRANG	AVENUE	KOGARAH	172	1103	15	GARRIGARRANG	AVENUE	KOGARAH	173	1202	15	GARRIGARRANG	AVENUE	KOGARAH	174	1201	15	GARRIGARRANG	AVENUE	KOGARAH	175	1206	15	GARRIGARRANG	AVENUE	KOGARAH	176	1205	15	GARRIGARRANG	AVENUE	KOGARAH	177	1204	15	GARRIGARRANG	AVENUE	KOGARAH	178	1203	15	GARRIGARRANG	AVENUE	KOGARAH	179	G09	11	GARRIGARRANG	AVENUE	KOGARAH	180	G10	11	GARRIGARRANG	AVENUE	KOGARAH	181	G01	11	GARRIGARRANG	AVENUE	KOGARAH	182	G02	11	GARRIGARRANG	AVENUE	KOGARAH	183	G03	11	GARRIGARRANG	AVENUE	KOGARAH	184	G04	11	GARRIGARRANG	AVENUE	KOGARAH	185	G05	11	GARRIGARRANG	AVENUE	KOGARAH
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 22 sheet(s)																																																																																																																																																																																																																																				
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This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>																																																																																																																																																																																																																																						
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:10%;">LOT</th> <th style="width:15%;">UNIT NUMBER</th> <th style="width:15%;">STREET NUMBER</th> <th style="width:20%;">STREET NAME</th> <th style="width:15%;">STREET TYPE</th> <th style="width:25%;">SUBURB</th> </tr> </thead> <tbody> <tr><td>186</td><td>G06</td><td>11</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>187</td><td>G07</td><td>11</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>188</td><td>G08</td><td>11</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>189</td><td>109</td><td>11</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>190</td><td>110</td><td>11</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>191</td><td>101</td><td>11</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> 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TYPE	SUBURB	223	403	11	GARRIGARRANG	AVENUE	KOGARAH	224	404	11	GARRIGARRANG	AVENUE	KOGARAH	225	405	11	GARRIGARRANG	AVENUE	KOGARAH	226	406	11	GARRIGARRANG	AVENUE	KOGARAH	227	407	11	GARRIGARRANG	AVENUE	KOGARAH	228	408	11	GARRIGARRANG	AVENUE	KOGARAH	229	509	11	GARRIGARRANG	AVENUE	KOGARAH	230	510	11	GARRIGARRANG	AVENUE	KOGARAH	231	501	11	GARRIGARRANG	AVENUE	KOGARAH	232	502	11	GARRIGARRANG	AVENUE	KOGARAH	233	503	11	GARRIGARRANG	AVENUE	KOGARAH	234	504	11	GARRIGARRANG	AVENUE	KOGARAH	235	505	11	GARRIGARRANG	AVENUE	KOGARAH	236	506	11	GARRIGARRANG	AVENUE	KOGARAH	237	507	11	GARRIGARRANG	AVENUE	KOGARAH	238	508	11	GARRIGARRANG	AVENUE	KOGARAH	239	608	11	GARRIGARRANG	AVENUE	KOGARAH	240	609	11	GARRIGARRANG	AVENUE	KOGARAH	241	601	11	GARRIGARRANG	AVENUE	KOGARAH	242	602	11	GARRIGARRANG	AVENUE	KOGARAH	243	603	11	GARRIGARRANG	AVENUE	KOGARAH	244	604	11	GARRIGARRANG	AVENUE	KOGARAH	245	605	11	GARRIGARRANG	AVENUE	KOGARAH	246	606	11	GARRIGARRANG	AVENUE	KOGARAH	247	607	11	GARRIGARRANG	AVENUE	KOGARAH	248	707	11	GARRIGARRANG	AVENUE	KOGARAH	249	708	11	GARRIGARRANG	AVENUE	KOGARAH	250	701	11	GARRIGARRANG	AVENUE	KOGARAH	251	702	11	GARRIGARRANG	AVENUE	KOGARAH	252	703	11	GARRIGARRANG	AVENUE	KOGARAH	253	704	11	GARRIGARRANG	AVENUE	KOGARAH	254	705	11	GARRIGARRANG	AVENUE	KOGARAH	255	706	11	GARRIGARRANG	AVENUE	KOGARAH	256	806	11	GARRIGARRANG	AVENUE	KOGARAH	257	807	11	GARRIGARRANG	AVENUE	KOGARAH	258	801	11	GARRIGARRANG	AVENUE	KOGARAH	259	802	11	GARRIGARRANG	AVENUE	KOGARAH
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<tr><td>296</td><td>208</td><td>7</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> </tbody> </table>			LOT	UNIT NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	SUBURB	260	803	11	GARRIGARRANG	AVENUE	KOGARAH	261	804	11	GARRIGARRANG	AVENUE	KOGARAH	262	805	11	GARRIGARRANG	AVENUE	KOGARAH	263	905	11	GARRIGARRANG	AVENUE	KOGARAH	264	906	11	GARRIGARRANG	AVENUE	KOGARAH	265	901	11	GARRIGARRANG	AVENUE	KOGARAH	266	902	11	GARRIGARRANG	AVENUE	KOGARAH	267	903	11	GARRIGARRANG	AVENUE	KOGARAH	268	904	11	GARRIGARRANG	AVENUE	KOGARAH	269	1003	11	GARRIGARRANG	AVENUE	KOGARAH	270	1001	11	GARRIGARRANG	AVENUE	KOGARAH	271	1002	11	GARRIGARRANG	AVENUE	KOGARAH	272	G02	7	GARRIGARRANG	AVENUE	KOGARAH	273	G01	7	GARRIGARRANG	AVENUE	KOGARAH	274	G10	7	GARRIGARRANG	AVENUE	KOGARAH	275	G09	7	GARRIGARRANG	AVENUE	KOGARAH	276	G08	7	GARRIGARRANG	AVENUE	KOGARAH	277	G07	7	GARRIGARRANG	AVENUE	KOGARAH	278	G06	7	GARRIGARRANG	AVENUE	KOGARAH	279	G05	7	GARRIGARRANG	AVENUE	KOGARAH	280	G04	7	GARRIGARRANG	AVENUE	KOGARAH	281	G03	7	GARRIGARRANG	AVENUE	KOGARAH	282	102	7	GARRIGARRANG	AVENUE	KOGARAH	283	101	7	GARRIGARRANG	AVENUE	KOGARAH	284	110	7	GARRIGARRANG	AVENUE	KOGARAH	285	109	7	GARRIGARRANG	AVENUE	KOGARAH	286	108	7	GARRIGARRANG	AVENUE	KOGARAH	287	107	7	GARRIGARRANG	AVENUE	KOGARAH	288	106	7	GARRIGARRANG	AVENUE	KOGARAH	289	105	7	GARRIGARRANG	AVENUE	KOGARAH	290	104	7	GARRIGARRANG	AVENUE	KOGARAH	291	103	7	GARRIGARRANG	AVENUE	KOGARAH	292	202	7	GARRIGARRANG	AVENUE	KOGARAH	293	201	7	GARRIGARRANG	AVENUE	KOGARAH	294	210	7	GARRIGARRANG	AVENUE	KOGARAH	295	209	7	GARRIGARRANG	AVENUE	KOGARAH	296	208	7	GARRIGARRANG	AVENUE	KOGARAH
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 11 of 22 sheet(s)																																																																																																																																																																																																																																				
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This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>																																																																																																																																																																																																																																						
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width:10%;">LOT</th> <th style="width:15%;">UNIT NUMBER</th> <th style="width:15%;">STREET NUMBER</th> <th style="width:20%;">STREET NAME</th> <th style="width:15%;">STREET TYPE</th> <th style="width:25%;">SUBURB</th> </tr> </thead> <tbody> <tr><td>297</td><td>207</td><td>7</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>298</td><td>206</td><td>7</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>299</td><td>205</td><td>7</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>300</td><td>204</td><td>7</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>301</td><td>203</td><td>7</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>302</td><td>302</td><td>7</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> 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TYPE	SUBURB	334	609	7	GARRIGARRANG	AVENUE	KOGARAH	335	608	7	GARRIGARRANG	AVENUE	KOGARAH	336	607	7	GARRIGARRANG	AVENUE	KOGARAH	337	606	7	GARRIGARRANG	AVENUE	KOGARAH	338	605	7	GARRIGARRANG	AVENUE	KOGARAH	339	604	7	GARRIGARRANG	AVENUE	KOGARAH	340	603	7	GARRIGARRANG	AVENUE	KOGARAH	341	702	7	GARRIGARRANG	AVENUE	KOGARAH	342	701	7	GARRIGARRANG	AVENUE	KOGARAH	343	708	7	GARRIGARRANG	AVENUE	KOGARAH	344	707	7	GARRIGARRANG	AVENUE	KOGARAH	345	706	7	GARRIGARRANG	AVENUE	KOGARAH	346	705	7	GARRIGARRANG	AVENUE	KOGARAH	347	704	7	GARRIGARRANG	AVENUE	KOGARAH	348	703	7	GARRIGARRANG	AVENUE	KOGARAH	349	802	7	GARRIGARRANG	AVENUE	KOGARAH	350	801	7	GARRIGARRANG	AVENUE	KOGARAH	351	807	7	GARRIGARRANG	AVENUE	KOGARAH	352	806	7	GARRIGARRANG	AVENUE	KOGARAH	353	805	7	GARRIGARRANG	AVENUE	KOGARAH	354	804	7	GARRIGARRANG	AVENUE	KOGARAH	355	803	7	GARRIGARRANG	AVENUE	KOGARAH	356	902	7	GARRIGARRANG	AVENUE	KOGARAH	357	901	7	GARRIGARRANG	AVENUE	KOGARAH	358	906	7	GARRIGARRANG	AVENUE	KOGARAH	359	905	7	GARRIGARRANG	AVENUE	KOGARAH	360	904	7	GARRIGARRANG	AVENUE	KOGARAH	361	903	7	GARRIGARRANG	AVENUE	KOGARAH	362	1001	7	GARRIGARRANG	AVENUE	KOGARAH	363	1003	7	GARRIGARRANG	AVENUE	KOGARAH	364	1002	7	GARRIGARRANG	AVENUE	KOGARAH	365	-	14	MIDJUBURI	LANE	KOGARAH	366	-	12	MIDJUBURI	LANE	KOGARAH	367	-	10	MIDJUBURI	LANE	KOGARAH	368	-	8	MIDJUBURI	LANE	KOGARAH	369	-	6	MIDJUBURI	LANE	KOGARAH	370	-	4	MIDJUBURI	LANE	KOGARAH
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TYPE	SUBURB	371	-	2	MIDJUBURI	LANE	KOGARAH	372	G03	1	GARRIGARRANG	AVENUE	KOGARAH	373	G02	1	GARRIGARRANG	AVENUE	KOGARAH	374	G01	1	GARRIGARRANG	AVENUE	KOGARAH	375	G03	3	GARRIGARRANG	AVENUE	KOGARAH	376	G02	3	GARRIGARRANG	AVENUE	KOGARAH	377	G01	3	GARRIGARRANG	AVENUE	KOGARAH	378	110	3	GARRIGARRANG	AVENUE	KOGARAH	379	109	3	GARRIGARRANG	AVENUE	KOGARAH	380	108	3	GARRIGARRANG	AVENUE	KOGARAH	381	107	3	GARRIGARRANG	AVENUE	KOGARAH	382	106	3	GARRIGARRANG	AVENUE	KOGARAH	383	105	3	GARRIGARRANG	AVENUE	KOGARAH	384	104	3	GARRIGARRANG	AVENUE	KOGARAH	385	106	1	GARRIGARRANG	AVENUE	KOGARAH	386	105	1	GARRIGARRANG	AVENUE	KOGARAH	387	104	1	GARRIGARRANG	AVENUE	KOGARAH	388	103	1	GARRIGARRANG	AVENUE	KOGARAH	389	102	1	GARRIGARRANG	AVENUE	KOGARAH	390	101	1	GARRIGARRANG	AVENUE	KOGARAH	391	103	3	GARRIGARRANG	AVENUE	KOGARAH	392	102	3	GARRIGARRANG	AVENUE	KOGARAH	393	101	3	GARRIGARRANG	AVENUE	KOGARAH	394	210	3	GARRIGARRANG	AVENUE	KOGARAH	395	209	3	GARRIGARRANG	AVENUE	KOGARAH	396	208	3	GARRIGARRANG	AVENUE	KOGARAH	397	207	3	GARRIGARRANG	AVENUE	KOGARAH	398	206	3	GARRIGARRANG	AVENUE	KOGARAH	399	205	3	GARRIGARRANG	AVENUE	KOGARAH	400	204	3	GARRIGARRANG	AVENUE	KOGARAH	401	206	1	GARRIGARRANG	AVENUE	KOGARAH	402	205	1	GARRIGARRANG	AVENUE	KOGARAH	403	204	1	GARRIGARRANG	AVENUE	KOGARAH	404	203	1	GARRIGARRANG	AVENUE	KOGARAH	405	202	1	GARRIGARRANG	AVENUE	KOGARAH	406	201	1	GARRIGARRANG	AVENUE	KOGARAH	407	203	3	GARRIGARRANG	AVENUE	KOGARAH
LOT	UNIT NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	SUBURB																																																																																																																																																																																																																																	
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 14 of 22 sheet(s)
Office Use Only Registered:  12/11/2019 SP100414 Office Use Only		

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

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

LOT	UNIT NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	SUBURB
408	202	3	GARRIGARRANG	AVENUE	KOGARAH
409	201	3	GARRIGARRANG	AVENUE	KOGARAH
410	310	3	GARRIGARRANG	AVENUE	KOGARAH
411	309	3	GARRIGARRANG	AVENUE	KOGARAH
412	308	3	GARRIGARRANG	AVENUE	KOGARAH
413	307	3	GARRIGARRANG	AVENUE	KOGARAH
414	306	3	GARRIGARRANG	AVENUE	KOGARAH
415	305	3	GARRIGARRANG	AVENUE	KOGARAH
416	304	3	GARRIGARRANG	AVENUE	KOGARAH
417	306	1	GARRIGARRANG	AVENUE	KOGARAH
418	305	1	GARRIGARRANG	AVENUE	KOGARAH
419	304	1	GARRIGARRANG	AVENUE	KOGARAH
420	303	1	GARRIGARRANG	AVENUE	KOGARAH
421	302	1	GARRIGARRANG	AVENUE	KOGARAH
422	301	1	GARRIGARRANG	AVENUE	KOGARAH
423	303	3	GARRIGARRANG	AVENUE	KOGARAH
424	302	3	GARRIGARRANG	AVENUE	KOGARAH
425	301	3	GARRIGARRANG	AVENUE	KOGARAH
426	410	3	GARRIGARRANG	AVENUE	KOGARAH
427	409	3	GARRIGARRANG	AVENUE	KOGARAH
428	408	3	GARRIGARRANG	AVENUE	KOGARAH
429	407	3	GARRIGARRANG	AVENUE	KOGARAH
430	406	3	GARRIGARRANG	AVENUE	KOGARAH
431	405	3	GARRIGARRANG	AVENUE	KOGARAH
432	404	3	GARRIGARRANG	AVENUE	KOGARAH
433	406	1	GARRIGARRANG	AVENUE	KOGARAH
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435	404	1	GARRIGARRANG	AVENUE	KOGARAH
436	403	1	GARRIGARRANG	AVENUE	KOGARAH
437	402	1	GARRIGARRANG	AVENUE	KOGARAH
438	401	1	GARRIGARRANG	AVENUE	KOGARAH
439	403	3	GARRIGARRANG	AVENUE	KOGARAH
440	402	3	GARRIGARRANG	AVENUE	KOGARAH
441	401	3	GARRIGARRANG	AVENUE	KOGARAH
442	510	3	GARRIGARRANG	AVENUE	KOGARAH
443	509	3	GARRIGARRANG	AVENUE	KOGARAH
444	508	3	GARRIGARRANG	AVENUE	KOGARAH

Surveyor's Reference: 118462_001

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 15 of 22 sheet(s)																																																																																																																																																																																																																																				
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<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">LOT</th> <th style="width:15%;">UNIT NUMBER</th> <th style="width:15%;">STREET NUMBER</th> <th style="width:20%;">STREET NAME</th> <th style="width:15%;">STREET TYPE</th> <th style="width:25%;">SUBURB</th> </tr> </thead> <tbody> <tr><td>445</td><td>507</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>446</td><td>506</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>447</td><td>505</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>448</td><td>504</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>449</td><td>506</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>450</td><td>505</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>451</td><td>504</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>452</td><td>503</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>453</td><td>502</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>454</td><td>501</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>455</td><td>503</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>456</td><td>502</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>457</td><td>501</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>458</td><td>610</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>459</td><td>609</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>460</td><td>608</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>461</td><td>607</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>462</td><td>606</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>463</td><td>605</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>464</td><td>604</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>465</td><td>606</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>466</td><td>605</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>467</td><td>604</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>468</td><td>603</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>469</td><td>602</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>470</td><td>601</td><td>1</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>471</td><td>603</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>472</td><td>602</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>473</td><td>601</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>474</td><td>710</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>475</td><td>709</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>476</td><td>708</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>477</td><td>707</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>478</td><td>706</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>479</td><td>705</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>480</td><td>704</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> <tr><td>481</td><td>703</td><td>3</td><td>GARRIGARRANG</td><td>AVENUE</td><td>KOGARAH</td></tr> </tbody> </table>			LOT	UNIT NUMBER	STREET NUMBER	STREET NAME	STREET TYPE	SUBURB	445	507	3	GARRIGARRANG	AVENUE	KOGARAH	446	506	3	GARRIGARRANG	AVENUE	KOGARAH	447	505	3	GARRIGARRANG	AVENUE	KOGARAH	448	504	3	GARRIGARRANG	AVENUE	KOGARAH	449	506	1	GARRIGARRANG	AVENUE	KOGARAH	450	505	1	GARRIGARRANG	AVENUE	KOGARAH	451	504	1	GARRIGARRANG	AVENUE	KOGARAH	452	503	1	GARRIGARRANG	AVENUE	KOGARAH	453	502	1	GARRIGARRANG	AVENUE	KOGARAH	454	501	1	GARRIGARRANG	AVENUE	KOGARAH	455	503	3	GARRIGARRANG	AVENUE	KOGARAH	456	502	3	GARRIGARRANG	AVENUE	KOGARAH	457	501	3	GARRIGARRANG	AVENUE	KOGARAH	458	610	3	GARRIGARRANG	AVENUE	KOGARAH	459	609	3	GARRIGARRANG	AVENUE	KOGARAH	460	608	3	GARRIGARRANG	AVENUE	KOGARAH	461	607	3	GARRIGARRANG	AVENUE	KOGARAH	462	606	3	GARRIGARRANG	AVENUE	KOGARAH	463	605	3	GARRIGARRANG	AVENUE	KOGARAH	464	604	3	GARRIGARRANG	AVENUE	KOGARAH	465	606	1	GARRIGARRANG	AVENUE	KOGARAH	466	605	1	GARRIGARRANG	AVENUE	KOGARAH	467	604	1	GARRIGARRANG	AVENUE	KOGARAH	468	603	1	GARRIGARRANG	AVENUE	KOGARAH	469	602	1	GARRIGARRANG	AVENUE	KOGARAH	470	601	1	GARRIGARRANG	AVENUE	KOGARAH	471	603	3	GARRIGARRANG	AVENUE	KOGARAH	472	602	3	GARRIGARRANG	AVENUE	KOGARAH	473	601	3	GARRIGARRANG	AVENUE	KOGARAH	474	710	3	GARRIGARRANG	AVENUE	KOGARAH	475	709	3	GARRIGARRANG	AVENUE	KOGARAH	476	708	3	GARRIGARRANG	AVENUE	KOGARAH	477	707	3	GARRIGARRANG	AVENUE	KOGARAH	478	706	3	GARRIGARRANG	AVENUE	KOGARAH	479	705	3	GARRIGARRANG	AVENUE	KOGARAH	480	704	3	GARRIGARRANG	AVENUE	KOGARAH	481	703	3	GARRIGARRANG	AVENUE	KOGARAH
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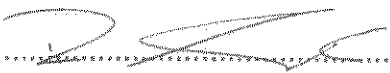
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522	-	28	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
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524	-	24	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
525	-	22	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
526	-	20	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
527	-	18	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
528	-	16	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
529	-	14	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
530	-	12	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
531	-	10	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
532	-	8	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
533	-	6	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
534	-	4	GARRIGARRANG	AVENUE	KOGARAH																																																																																																			
Surveyor's Reference: 118462_001																																																																																																								

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 18 of 22 sheet(s)
Office Use Only		Office Use Only
Registered:  12/11/2019		SP100414

VALUER'S CERTIFICATE

I, RAYMOND LAULACH (API No. 68905) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 2/9/2019

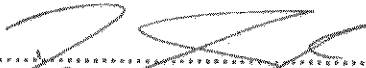
SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	139	29	181	57	177	85	188
2	253	30	181	58	144	86	186
3	243	31	179	59	142	87	141
4	135	32	138	60	182	88	149
5	144	33	136	61	186	89	185
6	186	34	240	62	181	90	179
7	179	35	236	63	183	91	181
8	181	36	137	64	183	92	142
9	135	37	145	65	181	93	144
10	182	38	180	66	141	94	185
11	180	39	174	67	138	95	188
12	169	40	176	68	187	96	183
13	169	41	138	69	185	97	186
14	180	42	141	70	139	98	186
15	137	43	181	71	148	99	185
16	134	44	185	72	183	100	143
17	237	45	180	73	177	101	141
18	234	46	182	74	180	102	190
19	136	47	182	75	141	103	187
20	144	48	180	76	143	104	143
21	179	49	139	77	183	105	150
22	172	50	137	78	187	106	186
23	175	51	242	79	182	107	180
24	137	52	238	80	185	108	182
25	141	53	138	81	185	109	143
26	180	54	147	82	182	110	146
27	185	55	181	83	142	111	186
28	179	56	175	84	139	112	190

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 19 of 22 sheet(s)
Office Use Only		Office Use Only
Registered:  12/11/2019		SP100414

VALUER'S CERTIFICATE

I, ... RAYMOND LAOULACH (APL No. 68905) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 2/9/2019

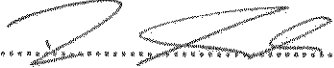
SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
113	183	141	182	169	198	197	174
114	187	142	188	170	149	198	136
115	187	143	191	171	196	199	142
116	186	144	188	172	205	200	237
117	144	145	147	173	209	201	240
118	142	146	147	174	287	202	182
119	191	147	193	175	202	203	177
120	188	148	191	176	152	204	177
121	143	149	146	177	199	205	185
122	152	150	154	178	210	206	185
123	187	151	190	179	127	207	175
124	181	152	183	180	241	208	137
125	183	153	190	181	243	209	143
126	144	154	192	182	192	210	240
127	147	155	188	183	154	211	242
128	187	156	148	184	180	212	185
129	191	157	148	185	186	213	180
130	185	158	194	186	190	214	179
131	188	159	192	187	180	215	186
132	188	160	147	188	138	216	186
133	187	161	155	189	141	217	176
134	146	162	191	190	235	218	138
135	146	163	185	191	237	219	144
136	192	164	191	192	181	220	181
137	190	165	194	193	176	221	183
138	144	166	190	194	176	222	182
139	153	167	205	195	183	223	180
140	188	168	278	196	183	224	180

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 20 of 22 sheet(s)
Office Use Only		Office Use Only
Registered:  12/11/2019		SP100414

VALUER'S CERTIFICATE

I, RAYMOND LAOULACH (AP No. 68905) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 2/9/2019

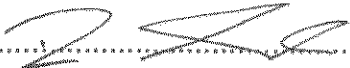
SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
225	187	253	206	281	139	309	186
226	187	254	191	282	139	310	177
227	177	255	143	283	191	311	139
228	139	256	149	284	187	312	143
229	146	257	186	285	176	313	186
230	182	258	188	286	174	314	182
231	185	259	181	287	174	315	177
232	183	260	183	288	183	316	177
233	181	261	196	289	183	317	177
234	181	262	206	290	175	318	187
235	188	263	153	291	138	319	187
236	188	264	191	292	141	320	179
237	179	265	191	293	191	321	141
238	141	266	185	294	188	322	144
239	147	267	209	295	177	323	187
240	183	268	201	296	175	324	183
241	186	269	258	297	175	325	179
242	181	270	292	298	185	326	179
243	179	271	286	299	185	327	179
244	179	272	130	300	176	328	188
245	187	273	209	301	138	329	188
246	203	274	203	302	142	330	180
247	142	275	182	303	241	331	142
248	148	276	154	304	238	332	146
249	185	277	180	305	181	333	188
250	187	278	187	306	176	334	185
251	180	279	188	307	176	335	180
252	180	280	181	308	186	336	180

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 21 of 22 sheet(s)
Office Use Only		Office Use Only
Registered:  12/11/2019		SP100414

VALUER'S CERTIFICATE

I, RAYMOND LAOULAKH (AP. No. 62905) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 2/9/2019

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
337	180	365	196	393	137	421	179
338	190	366	155	394	143	422	181
339	203	367	186	395	238	423	181
340	143	368	174	396	245	424	179
341	147	369	179	397	190	425	139
342	190	370	155	398	185	426	146
343	186	371	190	399	185	427	186
344	181	372	187	400	187	428	193
345	181	373	181	401	185	429	191
346	204	374	171	402	185	430	191
347	193	375	171	403	190	431	191
348	144	376	181	404	186	432	193
349	148	377	139	405	177	433	191
350	191	378	141	406	180	434	193
351	188	379	236	407	180	435	196
352	182	380	238	408	177	436	188
353	182	381	188	409	138	437	180
354	194	382	183	410	144	438	182
355	205	383	183	411	241	439	182
356	152	384	186	412	247	440	180
357	196	385	183	413	194	441	141
358	191	386	183	414	188	442	147
359	186	387	188	415	188	443	187
360	215	388	183	416	191	444	194
361	213	389	176	417	188	445	192
362	294	390	179	418	188	446	192
363	275	391	179	419	192	447	192
364	281	392	176	420	187	448	194

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 22 of 22sheet(s)

Office Use Only

Office Use Only

Registered:



12/11/2019

SP100414

VALUER'S CERTIFICATE

I, Raymond Lachlan (API No. 62905) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: [Signature] Date 2/9/2019

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
449	192	477	194	505	208	533	306
450	194	478	194	506	208	534	312
451	198	479	194	507	208		
452	190	480	201	508	208	TOTAL	100,000
453	181	481	187	509	208		
454	183	482	183	510	210		
455	183	483	144	511	210		
456	181	484	150	512	210		
457	142	485	191	513	210		
458	148	486	198	514	318		
459	188	487	196	515	312		
460	196	488	196	516	312		
461	193	489	196	517	312		
462	193	490	202	518	306		
463	193	491	188	519	306		
464	196	492	185	520	306		
465	193	493	146	521	306		
466	196	494	269	522	306		
467	199	495	312	523	306		
468	191	496	318	524	306		
469	182	497	240	525	306		
470	185	498	275	526	306		
471	185	499	324	527	306		
472	183	500	306	528	306		
473	143	501	231	529	306		
474	149	502	208	530	306		
475	190	503	208	531	306		
476	197	504	208	532	306		

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate easements, restrictions on the use of land or positive covenants.

The owner of the land shown in this plan is the owner of the land shown in this plan.

The owner of the land shown in this plan is the owner of the land shown in this plan.

The owner of the land shown in this plan is the owner of the land shown in this plan.



PLAN APPROVED
Authorised Officer
Land District
Paper No.
Field Book

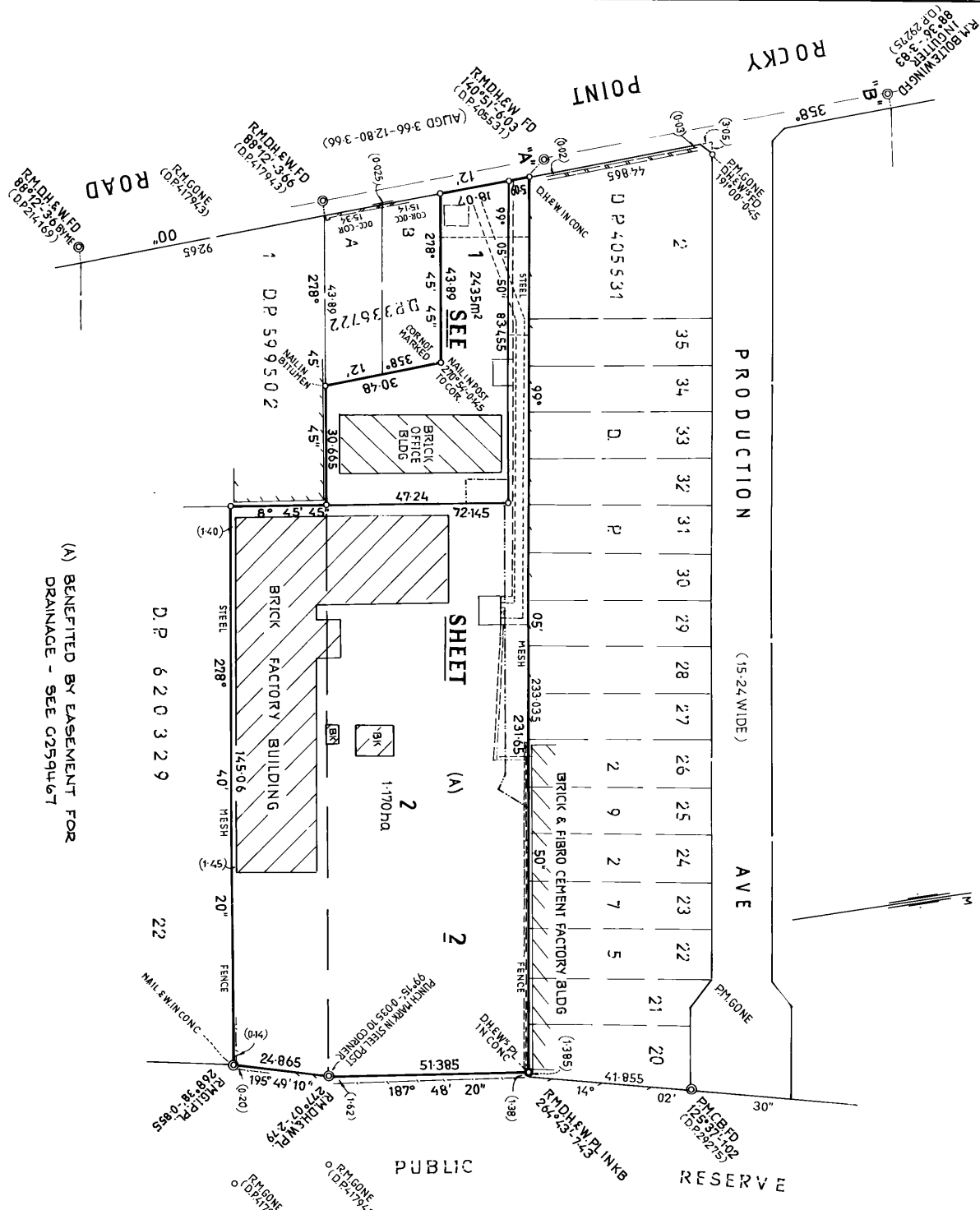
Council Clerk's Certificate

I hereby certify that -
(a) the requirements of the Local Government Act, 1919 (other than the requirements of Part 3 Division 2 of the Local Government Act 1987, and Part 3 Division 2 of the Local Government Act 1993) have been complied with by the applicant in relation to the proposed SUBDIVISION.

Subdivision No. 52/93
Date 28-2-94
(Signature)
Council File No. 51000124

This part of the certificate is to be deleted where the application is only for a consolidation of or the opening of a new road or where the Metropolitan Water Sewerage and Drainage Board and the Waterways Corporation Ltd.

SWINERTON'S REFERENCE: 3987



(A) BENEFITED BY EASEMENT FOR DRAINAGE - SEE C259467

FOR EASEMENT DETAILS SEE SHEET 2

DP 838198

Registered: 10-15-14-1994

CA No 53/99 OF 28-2-1994

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: U0937 - 03

Last Plan: DP 200954, DP 417943

PLAN

OF SUBDIVISION OF
LOT 1 DP 200954 &
LOT 2 DP 417943

Lengths are in metres. Reduction Ratio: 1:800

LGA: ROCKDALE

Locality: KOGARAH

Parish: ST GEORGE

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.

(Delete if inapplicable)

BEN M. SENESE

WHEELANS - WBCM

of 141 ELIZABETH ST. SYDNEY

a surveyor registered under the Surveyors Act 1925, hereby

certify that the survey represented in this plan is accurate, has

been made in accordance with the Surveyors Act 1925 and

1980 and was completed on 28-11-93

(Signature)

Deputy Line of Adm. "A" - B

Plants used in preparation of survey: See

D.P. 405531 D.P. 6120 D.P. 453698

D.P. 29275 D.P. 620329 D.P. 612212

D.P. 200954 D.P. 612212 D.P. 417943

D.P. 214169 D.P. 417943

PURSUANT TO SEC. 88B OF THE

CONVEYANCING ACT 1919-1964

1. EASEMENT FOR DRAINAGE

2. EASEMENT FOR DRAINAGE

3. EASEMENT FOR DRAINAGE

4. EASEMENT FOR DRAINAGE

5. EASEMENT FOR DRAINAGE

6. EASEMENT FOR DRAINAGE

7. EASEMENT FOR DRAINAGE

8. EASEMENT FOR DRAINAGE

9. EASEMENT FOR DRAINAGE

10. EASEMENT FOR DRAINAGE

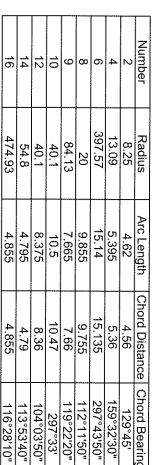
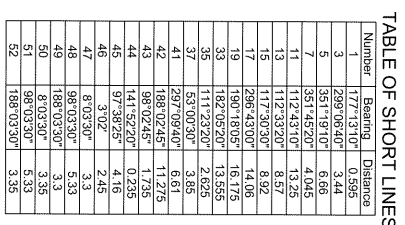
11. RESTRICTION ON THE USE OF LAND

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



DIAGRAM 4

DIAGRAM 2
(NOT TO SCALE)



A	38.03	5.325	RM DH&V	RM DH&V (DP835198)
B	87.12	3.6	RM DH&V	
C	150.45	7.94	RM DH&V	RM DH&V (DP114481)
D	67.37	3.575	RM DH&V	RM DH&V (DP856525)
E	170.31	3.965	RM DH&V	RM DH&V (DP109538)
F	1570.09	3.425	RM DH&V	RM DH&V (DP109538)
G	283.82	7.43	RM DH&V	RM DH&V (DP835198)
H	276.96	2.79	RM DH&V	RM DH&V (DP835198)
I	239.31	7.93	RM DH&V	
J	284.28	24.545	RM DH&V	
K	284.28	10.08	RM DH&V	
L	220.38	16.91	RM DH&V	
M	28.34	6.41	RM DH&V	
N	28.34	6.41	RM DH&V	
O	28.34	6.41	RM DH&V	
P	343.07	7.6	RM DH&V	
Q	198.09	7.29	RM DH&V	
R	192.41	14.825	RM DH&V	
S	184.42	17.55	RM DH&V	
T	136.54	19.745	RM DH&V	
U	276.94	11.36	RM DH&V	
V	223.47	17.125	RM DH&V	
W	359.47	4.54	RM DH&V	RM DH&V (DP117788)
X	13.05	4.65	RM DH&V	RM DH&V (DP109477)
Y	14.29	1.34	RM DH&V	RM DH&V (DP109477)

TABLE OF SHORT ARCS

Number	Radius	Arc Length	Chord Distance	Chord Bearing
2	8.25	4.62	4.66	129.45°
3	13.09	5.395	5.36	259.43°30"
4	39.67	15.14	15.35	297.43°30"
6	337.57	9.655	9.755	112°11'50"
8	20	7.865	7.66	119°22'30"
9	84.13	8.665	8.37	297°33"
10	40.1	10.5	10.47	293°30"
12	40.1	8.375	8.36	104°03'30"
14	54.8	4.795	4.79	113°53'40"
16	474.93	4.855	4.855	116°28'10"

SSM133139 - SSM90503
67°12'50" 263.8 (SURVEY)
67°12'48" 263.798 (MGA GROUND)

SSM133139 - SSM133140
124°7'24" 280.787
(SURVEY & MGA GROUND)

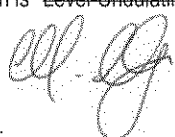
LGA: BAYSIDE
Locality: KOGARAH
Subdivision No: -
Lengths are in metres. Reduction Ratio 1:75

Registered:

1/11/2019

DP1257630

ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  1/11/2019 Title System: TORRENS		Office Use Only DP1257630	
PLAN OF EASEMENTS AFFECTING LOT 22 IN DP620329, LOT 1 IN DP666138 & LOT 1 IN DP599502 AND EASEMENTS TO BE RELEASED AFFECTING LOT 2 IN DP838198 & LOT 22 IN DP620329		LGA: BAYSIDE Locality: KOGARAH Parish: ST GEORGE County: CUMBERLAND	
Survey Certificate I, MATTHEW WILLIAM CLEARY of CARDNO NSW/ACT PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 6th JULY 2019 or *(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: 'X' (SSM133139) - 'Y' (SSM133140) Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous.  Signature: Dated: 26/9/2019 Surveyor Identification No: 60 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	
Subdivision Certificate I, ... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.			
Plans used in the preparation of survey/compilation. DP599502, DP620329, DP666138, DP838198, DP859525, DP1094977, DP1144981, DP1171788		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 118462502_00		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 4 sheet(s)

Registered:



1/11/2019

Office Use Only

Office Use Only

PLAN OF EASEMENTS AFFECTING LOT 22 IN
DP620329, LOT 1 IN DP666138 & LOT 1 IN
DP599502 AND EASEMENTS TO BE RELEASED
AFFECTING LOT 2 IN DP838198 & LOT 22 IN
DP620329

DP1257630

Subdivision Certificate number: N/A

Date of Endorsement: N/A

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

- 1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.33 WIDE (D)
- 2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES ~~2 WIDE (E)~~ VARIABLE WIDTH (E)
- 3) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (F)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO RELEASE:

- 1) RIGHT OF WAY 4 & 7.5 WIDE (VIDE DP1144981)
- 2) RIGHT OF WAY & EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.86 WIDE (VIDE DP1144981)
- 3) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 AND 4 WIDE (VIDE DP1144981)
- 4) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 7.5 WIDE (VIDE DP1144981)
- 5) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.92 WIDE (VIDE DP1144981)
- 6) RIGHT OF CARRIAGEWAY ~~(VIDE DP599502)~~ 5.5 WIDE (VIDE DP599502)
- 7) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (VIDE DP838198)
- 8) EASEMENT TO DRAIN WATER 0.5 WIDE (VIDE DP838198)
- 9) EASEMENT FOR SEWERAGE PURPOSES ~~(VIDE DP838198)~~ OVER EXISTING LINE OF PIPES (VIDE DP838198)
- 10) EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE ~~(VIDE DP1078244)~~ & VARIABLE WIDTH (VIDE DP1078244)
- 11) RIGHT OF CARRIAGEWAY 5 WIDE (VIDE DP1144981)
- 12) EASEMENT TO DRAIN WATER 1.5 AND 0.5 WIDE (VIDE DP1144981)
- 13) EASEMENT FOR OVERHANG VAR WIDTH (VIDE DP612213)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118462502_00

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



1/11/2019

Office Use Only

Office Use Only

PLAN OF EASEMENTS AFFECTING LOT 22 IN
DP620329, LOT 1 IN DP666138 & LOT 1 IN
DP599502 AND EASEMENTS TO BE RELEASED
AFFECTING LOT 2 IN DP838198 & LOT 22 IN
DP620329

Subdivision Certificate number: N/A

Date of Endorsement: N/A

DP1257630

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNATURES AND SEALS

Execution by JQZ NINE PTY LTD

Executed on behalf of **JQZ NINE PTY LTD**
ACN 167 994 167 in accordance with
Section 127 of the Corporations Act 2001:

Jianqiu Zhang
Sole Director and Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118462502_00

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



1/11/2019

Office Use Only

Office Use Only

PLAN OF EASEMENTS AFFECTING LOT 22 IN
DP620329, LOT 1 IN DP666138 & LOT 1 IN
DP599502 AND EASEMENTS TO BE RELEASED
AFFECTING LOT 2 IN DP838198 & LOT 22 IN
DP620329

DP1257630

Subdivision Certificate number: N/A

Date of Endorsement: N/A

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNATURES AND SEALS

Execution by Mortgagees

Executed by **ALCEON GROUP SECURITY HOLDINGS PTY LTD ACN 613 555 712** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Trevor Loewensohn

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Melanie Hedges

Name of director/company secretary (print)

Executed by **ALCEON GROUP NO.20 PTY LIMITED ACN 167 169 762 AS TRUSTEE FOR THE ALCEON JQZ KOGARAH TRUST ABN 80 189 658 595** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Trevor Loewensohn

Name of director (print)

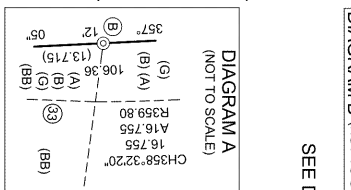
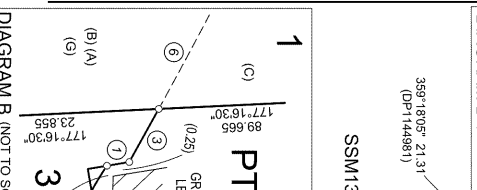
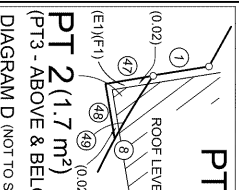
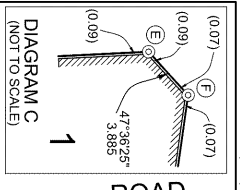
Signature of director/company secretary
(Please delete as applicable)

Melanie Hedges

Name of director/company secretary (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118462502_00



MARKS	MGA - CO-ORDINATES	ZONE	CLASS	ORDER	METHOD	STATE
SSM 90503	328 124.319	6	238 686.911	56	B	2
SSM 133139	327 881.119	6	238 594.746	56	B	2
SSM 133140	328 111.706	6	238 424.544	56	B	2
SCIMS						
FD						
SCIMS						
FD						

Surveying and Spatial Information Regulation 2017, CLAUSE 70(1)(a)
MGA DATUM, GDA94
COMBINED SEA LEVEL & SCALE FACTOR = 0.99960

Surveyor: MATTHEW WILLIAM CLEARY
Date of Survey: 6/2019
Surveyor's Ref: 118462501_07

PLAN OF SUBDIVISION OF LOT 2 IN
DP 405531, LOT 2 IN DP 838198, LOT 1 IN
DP 1144981, LOT 1 IN DP 599502, LOT 22 IN
DP 620329 AND LOT 1 IN DP 666138

LGA: BAYSIDE
Locality: KOGARAH
Subdivision No.: SC 2019/94
Lengths are in metres, Reduction Ratio 1:750

Registered:
11.11.2019
DP1240546



LOT 1 IS UNLIMITED IN HEIGHT & DEPTH
LOT 2 IS UNLIMITED IN HEIGHT & DEPTH WITH THE EXCEPTION OF THAT PART WHICH IS 1.7m² WHICH IS LIMITED IN DEPTH TO RL 29.9 & LIMITED IN HEIGHT TO RL 30.7
LOT 3 IS UNLIMITED IN HEIGHT & DEPTH EXCEPT FOR THAT PART WHICH IS 1.7m² WHERE IT COMPREHENDS THE STRATA ABOVE & BELOW LOT 2
LOT 4 IS UNLIMITED IN HEIGHT & DEPTH

SSM133139 - SSM90503
67°12'48" 263.8 (SURVEY)
67°12'48" 263.786 (MGA GROUND)
SSM133139 - SSM133140
124°47'24" 280.787
(SURVEY & MGA GROUND)

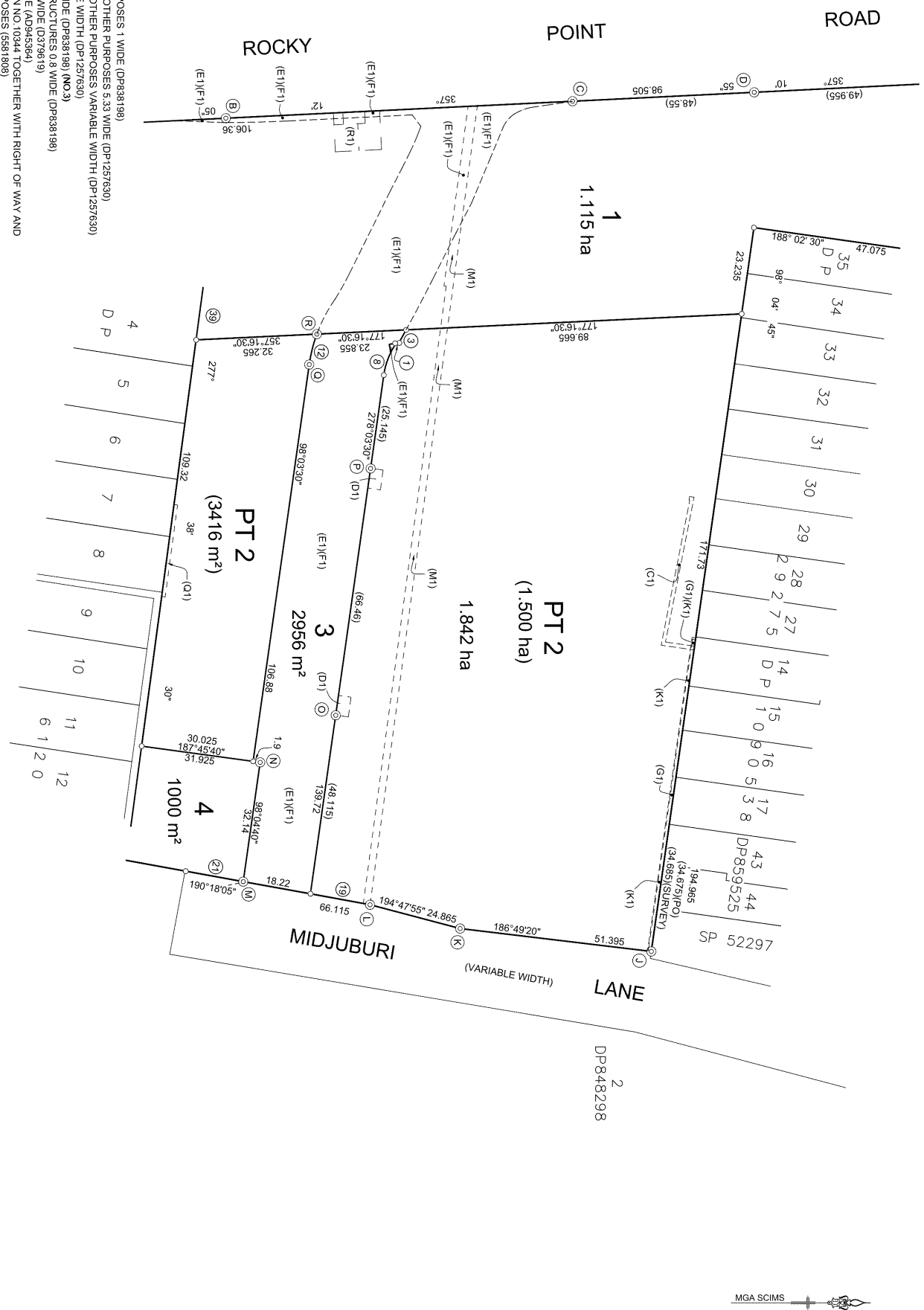
REFER TO SHEET 2 FOR
EXISTING EASEMENTS C1, D1
E1, F1, G1, K1, M1, O1 & R1

DP848298

TABLE OF SHORT ARCS
(AA) - COVENANT (G623372)
(BB) - COVENANT (A841507)
(CC) - POSITIVE COVENANT (A4481287)
(DD) - RESTRICTION ON THE USE OF LAND (DP838198)
(EE) - BENEFITED BY EASEMENT FOR DRAINAGE 0.915 WIDE (G259467)

Number	Bearing	Distance	Description
A	38°03'	5.325	RM DH&W
B	67°12'	3.6	RM DH&W FD (DP838198)
C	150°45'	7.94	RM DH&W
D	67°37'	3.575	RM DH&W FD (DP1144981)
E	83°24'	1.95	RM DH&W
F	191°22'	2.88	RM DH&W
G	222°57'	3.525	RM DH&W
H	170°31'	3.095	RM DH&W FD (DP859525)
I	157°09'	3.425	RM DH&W FD (DP859525)
J	263°42'	7.43	RM DH&W FD (DP838198)
K	276°06'	2.79	RM DH&W FD (DP838198)
L	280°18'	4.4	RM DH&W
M	239°31'	7.95	RM DH&W
N	294°28'	24.545	RM DH&W
O	248°15'	10.08	RM DH&W
P	220°38'	16.91	RM DH&W
Q	28°34'	6.41	RM DH&W
R	345°07'	6.6	RM DH&W
S	196°09'	7.29	RM DH&W
T	192°41'	14.823	RM DH&W
U	184°42'	17.55	RM DH&W
V	136°54'	19.745	RM DH&W
W	276°54'	11.36	RM DH&W
X	223°47'	17.125	RM DH&W
Y	359°47'	4.654	RM DH&W FD (DP1171788)
Z	13°05'	4.465	RM DH&W FD (DP1171788)
AA	14°29'	1.34	RM DH&W FD (DP1094977)

- (A) - EASEMENT FOR SERVICES VARIABLE WIDTH
- (B) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (C) - EASEMENT FOR LANDSCAPING 6 WIDE
- (D) - EASEMENT TO DRAIN VARIABLE WIDTH
- (E) - EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE (DP838198)
- (F) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.33 WIDE (DP1257630)
- (G) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDE (DP1257630)
- (H) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1257630)
- (I) - EASEMENT TO DRAIN WATER 0.5 WIDE (DP838198) (NO.3)
- (J) - EASEMENT FOR OVERHANGING STRUCTURES 0.8 WIDE (DP838198)
- (K) - DRAINAGE EASEMENT 1.83 & 2.435 WIDE (DP39619)
- (L) - EASEMENT TO DRAIN WATER 1 WIDE (A0845364)
- (M) - EASEMENT TO SUBSIDIAN NO 1034 TOGETHER WITH RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES (G581808)



PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  11.11.2019 Title System: TORRENS		Office Use Only		Office Use Only	
DP1240546		LGA: BAYSIDE Locality: KOGARAH Parish: ST. GEORGE County: CUMBERLAND			
PLAN OF SUBDIVISION OF LOT 2 IN DP405531, LOT 2 IN DP838198, LOT 1 IN DP1144981, LOT 1 IN DP599502, LOT 22 IN DP620329 AND LOT 1 IN DP666138					
Survey Certificate I, <u>MATTHEW WILLIAM CLEARY</u> of <u>CARDNO NSW/ACT PTY/LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>6/7/2019</u> , or *(b) The part of the land shown in the plan (*being/*excluding ** LOTS 1 TO 4 & CONNECTIONS) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on <u>6/7/2019</u> & <u>21/8/2019</u> the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous.  Signature: _____ Dated: <u>11/7/2019</u> Surveyor Identification No: 60 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____			
		Subdivision Certificate I, <u>Luis Melim</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s. 109J <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>L. Melim</u> Accreditation number: _____ Consent Authority: <u>BAYSIDE COUNCIL</u> Date of endorsement: <u>13-08-2019</u> Subdivision Certificate number: <u>SC 2019/34</u> File number: <u>DA 2017/224</u>			
Plans used in the preparation of survey/compilation. DP405531 DP599502 DP620329 DP666138 DP838198 DP1144981		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 118462501_07		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



11.11.2019

Office Use Only

Office Use Only

DP1240546

PLAN OF SUBDIVISION OF LOT 2 IN
DP405531, LOT 2 IN DP838198, LOT 1 IN
DP1144981, LOT 1 IN DP599502, LOT 22 IN
DP620329 AND LOT 1 IN DP666138

Subdivision Certificate number: SC-2019/34

Date of Endorsement: 13-08-2019

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED –

TO CREATE:

1. EASEMENT FOR SERVICES VARIABLE WIDTH (A)
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (B)
3. EASEMENT FOR LANDSCAPING 6 WIDE (C)
4. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G)

TO RELEASE:

1. EASEMENT TO DRAIN WATER 1.83 WIDE CREATED BY DP612212

EXECUTED BY JQZ NINE PTY LTD

Executed by JQZ NINE PTY LTD

ABN 167 994 167 in accordance with

Section 127 of the Corporations Act 2001:

Jianqiu Zhang

Sole Director and Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118462501_07

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



11.11.2019

Office Use Only

Office Use Only

DP1240546

PLAN OF SUBDIVISION OF LOT 2 IN
DP405531, LOT 2 IN DP838198, LOT 1 IN
DP1144981, LOT 1 IN DP599502, LOT 22 IN
DP620329 AND LOT 1 IN DP666138

Subdivision Certificate number: SC-2019/34

Date of Endorsement: 13-08-2019

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

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

EXECUTED by MORTGAGEE

Executed by ALCEON GROUP SECURITY
HOLDINGS PTY LTD ACN 613 555 712 in
accordance with Section 127 of the *Corporations
Act 2001*

Signature of director

Trevor Loewensohn

Name of director (print)

Signature of ~~director~~/company secretary
(Please delete as applicable)

Melanie Hedges

Name of ~~director~~/company secretary (print)

Executed by ALCEON GROUP NO.20 PTY
LIMITED ACN 167 169 762 AS TRUSTEE FOR
THE ALCEON JQZ KOGARAH TRUST ABN 80
189 658 595 in accordance with Section 127 of the
Corporations Act 2001

Signature of director

Trevor Loewensohn

Name of director (print)

Signature of ~~director~~/company secretary
(Please delete as applicable)

Melanie Hedges

Name of ~~director~~/company secretary (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118462501_07

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Registered:



11.11.2019

Office Use Only

Office Use Only

DP1240546

PLAN OF SUBDIVISION OF LOT 2 IN
DP405531, LOT 2 IN DP838198, LOT 1 IN
DP1144981, LOT 1 IN DP599502, LOT 22 IN
DP620329 AND LOT 1 IN DP666138

Subdivision Certificate number: SC-2019/34

Date of Endorsement: 13-08-2019

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED by BAYSIDE COUNCIL

Executed by Bayside Council by its authorised
delegate Pursuant to Section 377
Local Government Act 1993

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

L. Mel.

Signature

Peter Ward

Signature of Witness

Luis Melim

Name of delegate

PETER WARD

Name of Witness

*Manager-Development
Services*

Position

444 PRINCES HIGHWAY ROCKDALE

Address of Witness

Lot	Street number	Street name	Street type	Locality
1	200	ROCKY POINT	ROAD	KOGARAH
2	5	MIDJUBURI	LANE	KOGARAH
3	3	MIDJUBURI	LANE	KOGARAH
4	1	MIDJUBURI	LANE	KOGARAH

If space is insufficient use additional annexure sheet

Surveyor's Reference: 118462501_07

D379619

MAY 31 11 21 AM '45

CONVEYANCING ACT, 1919-1939.
REAL PROPERTY ACT, 1900.

Notice of Resumption of Land subject to the provisions
of Real Property Act, 1900.

12-50
NR 126
76
91-545
91-540

I STANLEY GORDON WATSON Assistant Crown Solicitor DO HEREBY CERTIFY that the copy *Gazette* Notification hereunto annexed is a true copy of the *Gazette* Notification contained in the *Government Gazette* of the second day of March one thousand nine hundred and forty five, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I the said STANLEY GORDON WATSON HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the thirty first day of March one thousand nine hundred and forty one under his hand and official seal by THE COMMISSIONER FOR MAIN ROADS to sign this Certificate on behalf of the said Commissioner and that I have received no notice or information of the revocation of such appointment.

SCHEDULE.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
			Part	4899	201
			"	4931	75
			"	4931	76
			"	4931	77

being the land delineated and edged red in the plan hereunto annexed marked "A"

PLAN REFILED IN
PLAN ROOM AS F.P.
431778

DATED this *thirty first* day of *May*, in the year of Our Lord one thousand nine hundred and forty-five.

SIGNED by the said STANLEY GORDON WATSON

in the presence of *M. M. Charty*

THE REGISTRAR GENERAL,
SYDNEY.



[Published in Government Gazette No. 21 of 2nd
March, 1945.]

filed 391-392

**PUBLIC WORKS ACT, 1912, AS AMENDED.—MAIN
ROADS ACT, 1924-1939.—PROCLAMATION.**

(L.S.) WAKEHURST, Governor.

IN pursuance of the provisions of section 49 (1) of the Main Roads Act, 1924-1939, as affected by the Ministry of Transport Act, 1933, as amended, and the Transport (Division of Functions) Act, 1932-1943, and on the application of the Commissioner for Main Roads, I, The Right Honourable JOUS DE VREE, BARON WAKEHURST, Governor of the State of New South Wales in the Commonwealth of Australia acting with the advice of the Executive Council do by this my Proclamation notify and declare that an easement or rights to use the surface, subsoil and undersurface of the lands described in the Schedule hereto, for the construction and maintenance of drainage and stormwater channels and of tunnels and pipes for the conveyance of water, are, as to so much of the said lands described in the said Schedule as is "Crown land," hereby appropriated, and as to so much of the said lands described in the said Schedule as is private property, hereby resumed, under the Public Works Act, 1912, as amended, for the purpose of the Main Roads Act, 1924-1939, and that the said easement and rights are hereby vested in the Commissioner for Main Roads.

Signed and sealed at Sydney, this fourteenth day of February, 1945.

By His Excellency's Command,
M. O'SULLIVAN, Minister for Transport.
GOD SAVE THE KING!

SCHEDULE

Agrees with plan of

All that piece or parcel of land situate in the Municipality of Rockdale, parish of St. George, county of Cumberland and State of New South Wales, being part of the land comprised in Certificate of Title, register volume 4,809, folio 201, and part of the land comprised in Certificate of Title, register volume 4,931, folios 75, 76 and 77: Commencing at the intersection of a north-eastern side of Rocky Point road with the northern boundary of the land comprised in Certificate of Title, register volume 4,809, folio 201 aforesaid; and bounded thence on the north by that boundary of that land and an extension thereof bearing 89 degrees 8 minutes 808 feet 4 inches; thence on the north-east by a marked line bearing 124 degrees 53 minutes 45 seconds 311 feet 2½ inches to the north-western side of a drainage reserve 8 feet wide; thence on the south-east by part of that side of that reserve bearing 259 degrees 56 minutes 8 feet 5½ inches; thence on the south-west the south-east and again on the south by marked lines bearing consecutively 304 degrees 53 minutes 45 seconds 303 feet 2½ inches, 269 degrees 8 minutes 646 feet 6½ inches, 179 degrees 8 minutes 3 feet and 259 degrees 8 minutes 158 feet 4½ inches to the north-eastern side of Rocky Point road aforesaid; again on the south-west by part of that side of that road bearing 348 degrees 41 minutes 15 seconds 8 feet 1½ inches to the point of commencement,—having an area of 25½ perches or thereabouts and said to be in the possession of the estate of the late E. T. Marx and J. R. Porter, Annie F. Macdonald and M. W. Porter. (D.M.R. File No. 386-1,331) (2102)

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness

No McCarthy

Squarson

No. **D379619**

LODGED by
State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION.

*of an Easement over
parts of Pw. 37 off
Abing. Rockdale
pt. St. George*

The Commissioner for Main Roads

new
W. H. E.

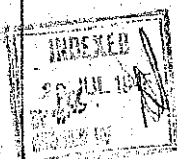
Particulars entered in Register Book.

Vol 4899	Fol. 201
" 4931	" 75
" 4931	" 76
" 4931	" 77

and on Mortgages C601028 & C739394

the 11th

day of *July* 1946
at *12* minutes
o'clock in the- room.



L. H. Kelly
Reg. Registrar General



5/6+

G 259467

"A"

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN THE ANNEXED MEMORANDUM OF TRANSFER
MADE THE fourth DAY OF March 1955 BETWEEN IRENE MAY NAYLOR
(TRANSFEROR) AND GARRETT DAVIDSON & MATTHEY PTY. LIMITED (TRANSFERREE).

And the transferror hereby transfers and grants full and free right and liberty
as appurtenant to the land hereby transferred for the transferee its successors
and assigns to use the strip of land three feet wide along the northern boundary
of the residue of the land in certificate of title volume 6784 folio 5 or any
part thereof for the drainage and passage of surface water storm water or soil
and to make layout construct and use and maintain on the said strip of land such
pipd drainage facilities
~~channels cuttings drains pipes and other works~~ as in the opinion of the transferee
or its successors or assigns may be required for such drainage and passage and to
dig out and use any part of the clay sand gravel stone or earth from the said
strip of land or from any part thereof for the making laying out or constructing
of such works and to leave all or any part of the clay sand gravel stone or earth
dug out as aforesaid upon the said strip of land or upon any part thereof and to
remove and carry away any part of the clay sand gravel stone or earth dug out as
aforesaid and to inspect the condition of and to cleanse maintain repair relay or
recover any works upon the said strip of land or upon any part thereof and for
any of the purposes aforesaid to enter into and upon the said strip of land or
upon any part thereof at all reasonable times with surveyors workmen carts
materials machinery or implements or with any other necessary things or persons
and to bring and place and leave thereon or remove therefrom all necessary materials
machinery implements and things.

Signed at Sydney this fourth day of March 1955.

SIGNED in my presence by
the transferror who is
personally known to me

I. M. Hayler.

W. Maylor J.P.

THE COMMON SEAL of GARRETT
DAVIDSON & MATTHEY PTY.
LIMITED was hereunto affixed
by the authority of the
Directors previously given
and in the presence of

W. C. Tunney.

Secretary

*Dr. J. J.
2.4.55
J. J.
C. J.*



MAR 15 3 38 1955
R.P. 13. No. G 259467
New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



FEES — £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
£ 4 11 3/4

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-fading ink.

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

b Full postal address of transferee must be shown.

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

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. () Where the consent of the local council is required a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

f Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1933. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

g A very short note will suffice.

h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

† If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

I, IRENE MAY NAYLOR wife of Frederick William Naylor of Sans Souci, Retired

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Six thousand seven hundred pounds (£6700.0.0.) (the receipt whereof is hereby acknowledged) paid to me by

GARRETT DAVIDSON & MATTHEY PTY. LIMITED

(herein called transferee)

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	ST. GEORGE	PART	6784	5	being lot C in plan annexed to instrument of lease registered number 0625033

And the transferee covenants with the transferor grants to the transferee an easement in the terms annexed hereto and marked with the letter "A"

ENCUMBRANCES, &c., REFERRED TO:*

Signed at Sydney the fourth day of March 1953.
"Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

"Signed

I. M. Naylor
transferor.*

THE COMMON SEAL OF GARRETT DAVIDSON & MATTHEY PTY. LIMITED was hereunto affixed by the authority of the directors previously given and in the presence of: Garrett Davidson

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
Alfred J. Barrett
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

No. **G 259467**

LODGED BY *Perungudi*

CONSENT OF MORTGAGEE!
 (N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 ____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19 ____

Signed in the presence of— _____

* Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

† To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED <i>[Signature]</i>	MEMORANDUM OF TRANSFER (<i>together with Easement for Drainage</i>)		DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
	Checked by <i>(EHB)</i>	Particulars entered in Register Book, Volume <i>6484</i> Folio <i>5</i>	1	Received Docs.
	Passed (in S.D.B.) by <i>Rud</i>	the <i>15th</i> day of <i>June</i> 19 <i>55</i> at _____ minutes past <i>12</i> o'clock in the _____ noon.	2	Nos.
	Signed by <i>[Signature]</i>	<i>J. H. Pells</i> Registrar-General	3	
		4		
		5		
		6		
		7		Receiving Clerk.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>Rud</i>	<i>22/4/55</i>
Draft examined ...	<i>286</i>	<i>30/6</i>
Diagram prepared ...	<i>286</i>	<i>1/8/55</i>
Diagram examined ...	<i>286</i>	<i>1/8/55</i>
Draft forwarded ...	<i>286</i>	<i>9-7</i>
Supt. of Engrossers ...	<i>286</i>	<i>11/7</i>
Cancellation Clerk ...	<i>286</i>	<i>12/8</i>
VOL.		
FOL.	<i>7011</i>	<i>137</i>

K 1105 SL 497—W

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds five folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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

Lengths are in metres

(Sheet 1 of 6 sheets)

PART 1

PLAN: **DP 838198**

Subdivision of Lot 1 in
Deposited Plan 200954 and
Lot B in Deposited Plan 417943

Full name and address
of proprietors of land:

Johnson Matthey Ltd
160 Rocky Point Road,
Kogarah

1. Identity of Easement firstly referred to
in abovementioned plan:

Right of carriage way 5 wide

Schedule of Lots affected

Lots burdened

2

Lots benefited

1

2. Identity of Easement secondly referred to
in abovementioned plan:

Easement for overhanging
structures 0.8 wide

Schedule of Lots affected

Lots burdened

2

Lots benefited

20 - 26 inclusive in
Deposited Plan 29275
Being Volume 7891
Folio 224

3. Identity of Easement thirdly referred to
in abovementioned plan:

Easement to drain water 0.5
wide

Schedule of Lots affected

Lots burdened

2

Lots benefited

20 - 26 inclusive in
Deposited Plan 29275
Being Volume 7891
Folio 224

Lengths are in metres

(Sheet 2 of 6 sheets)

PLAN: **838198**

Subdivision of Lot 1 in
Deposited Plan 200954 and
Lot B in Deposited Plan 417943

Full name and address
of proprietors of land:

Johnson Matthey Ltd
160 Rocky Point Road,
Kogarah

4. Identity of Easement fourthly referred to
in abovementioned plan:

Easement to drain water 0.5
wide

Schedule of Lots affected

Lots burdened

2

Lots benefited

1

5. Identity of Easement fifthly referred to
in abovementioned plan:

Easement for services over
existing line of cables

Schedule of Lots affected

Lots burdened

1

Lots benefited

2

6. Identity of Easement sixthly referred to
in abovementioned plan:

Easement for electricity
purposes 1 wide

Schedule of Lots affected

Lots burdened

2

Lots benefited

20 - 26 inclusive in
Deposited Plan 29275
Being Volume 7891
Folio 224

Lengths are in metres

(Sheet 3 of 6 sheets)

PLAN: B3B19B

Subdivision of Lot 1 in
Deposited Plan 200954 and
Lot B in Deposited Plan 417943

Full name and address
of proprietors of land:

Johnson Matthey Ltd
160 Rocky Point Road,
Kogarah

7. Identity of Easement seventhly referred to
in abovementioned plan:

Easement to drain water over
existing line of pipes

Schedule of Lots affected

Lots burdened

2

Lots benefited

1

8. Identity of Easement eighthly referred to
in abovementioned plan:

Easement for overhanging roof
1.13 wide

Schedule of Lots affected

Lots burdened

2

Lots benefited

1

9. Identity of Easement ninthly referred to
in abovementioned plan:

Easement for support 1.1 wide

Schedule of Lots affected

Lots burdened

2

Lots benefited

1

Lengths are in metres

(Sheet 4 of 6 sheets)

PLAN: B3B19B

Subdivision of Lot 1 in
Deposited Plan 200954 and
Lot B in Deposited Plan 417943

Full name and address
of proprietors of land:

Johnson Matthey Ltd
160 Rocky Point Road,
Kogarah

10. Identity of Easement tenthly referred to
in abovementioned plan:

for sewerage purposes
Easement to drain sewerage
over existing line of pipes

Schedule of Lots affected

Lots burdened

2

Lots benefited

1

11. Identity of Restriction eleventhly referred to
in abovementioned plan:

Restriction on the use of land

Schedule of Lots affected

Lots burdened

2

Lots benefited

1

PART 2

2. **Terms of Easement secondly referred to in the abovementioned plan**

An easement for overhanging structures to permit the lights, speaker, air conditioners, pipes and signs attached to the factory building erected on the Lot benefited to overhang the Lot burdened up to a maximum of 0.8 metres as indicated on the abovementioned plan during the life time of the said factory building together with the full and free right for every person who is at any time entitled to an estate or interest in possession in the Lot benefited or any part thereof with which the right shall be capable of enjoyment (the "Grantee"), and every person authorised by him, from time to time and at all times to enter upon the Lot burdened and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining or renewing such lights, speaker, pipes and signs Provided That the Grantee and persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Lot burdened.

Lengths are in metres

(Sheet 5 of 6 sheets)

PLAN: **E38198**

Subdivision of Lot 1 in
Deposited Plan 200954 and
Lot B in Deposited Plan 417943

Full name and address
of proprietors of land:

Johnson Matthey Ltd
160 Rocky Point Road,
Kogarah

3. Terms of Easement thirdly referred to in the abovementioned plan

An easement to drain water as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 Provided That the easement shall only remain during the lifetime of the existing building situated on the Lot benefited.

5. Terms of Easement fifthly referred to in the abovementioned plan

Full and free right for every person who is at any time entitled to an estate or interest in possession in the Lot benefited or any part thereof free and uninterrupted passage of telephone and other services or supplies to and from the Lot benefited through over and along the wires cables and all other conducting media which are now laid in over or under the Lot burdened for the use and enjoyment of the Lot benefited but not for any other purpose.

6. Terms of Easement sixthly referred to in the abovementioned plan

Full and free right for every person who is at any time entitled to an estate or interest in possession in the Lot benefited or any part thereof free and uninterrupted passage of electricity services or supplies to and from the Lot benefited through over and along the wires cables and all other conducting media which are now or are to be laid in over or under the Lot burdened for the use and enjoyment of the Lot benefited but not for any other purpose.

8. Terms of Easement eighthly referred to in the abovementioned plan

An easement for overhanging roof to permit the roof attached to the brick watch house building erected on the Lot benefited to overhang the Lot burdened in the position indicated on the abovementioned plan.

9. Terms of Easement ninthly referred to in the abovementioned plan

An easement of support to permit and suffer the path and boom gate mechanism attached to the brick watch house building situated on the Lot benefited to be laterally supported by the soil of the Lot burdened.

Lengths are in metres

(Sheet 6 of 6 sheets)

PLAN: **E38198**

Subdivision of Lot 1 in
Deposited Plan 200954 and
Lot B in Deposited Plan 417943

Full name and address
of proprietors of land:

Johnson Matthey Ltd
160 Rocky Point Road,
Kogarah

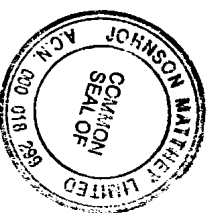
10. Terms of Easement tenthly referred to in the abovementioned plan

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 Lot benefited or any part thereof with which the right is capable of enjoyment (the "Grantee"), and every person authorised by him, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the land herein indicated as the Lot burdened, together with the right to use, for the purpose of the easement, any line of pipes already laid within the Lot burdened for the draining sewage or any pipe or pipes in replacement or in substitution thereof and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for purposes by him, with any tools, upon the Lot burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the Lot burdened to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Lot burdened and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of the Water Board.

11. Terms of Restriction eleventhly referred to in the abovementioned plan

No building or other structure shall be erected, constructed or placed on the land shown as Easement for Sewerage Purposes over existing line pipes without the prior consent in writing of the Water Board first had and obtained nor otherwise than in strict compliance with such conditions as the Water Board may impose and this restriction shall not be released varied or modified without the consent of the Water Board.

The Common Seal of
Johnson Matthey Ltd was hereunto
affixed in accordance with its
Articles of Association in the
presence of:



REGISTERED  8215-4-1994

General Manager Rockdale Council

Form: 0110
Release: 2.1
www.lands.nsw.gov.au

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AD945364L

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

(A) TORRENS TITLE

Servient Tenement 22/620329 <i>not prod</i>	Dominant Tenement 7/6120

(B) LODGED BY

Document Collection Box 795D	Name, Address or DX, Telephone, and LLPN if any LLPN 123576E. DEACONS.	CODE TG
Reference: ~~[5671769]~~ 2638669:MB.		

RELODGED

(C) TRANSFEROR
- 4 AUG 2008

LAND AND PORTFOLIO PTY LTD ACN 004 241 409

(D) TIME: 2:55

The transferor acknowledges receipt of the consideration of \$
and transfers and grants—

(E) DESCRIPTION OF EASEMENT

Easement to Drain Water 1 metre wide on the terms set out in Annexure A

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE

JOHN VETSIKAS
KYLIE VETSIKAS

DATE

(H) Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: LAND AND PORTFOLIO PTY LTD ACN 004 241 409

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

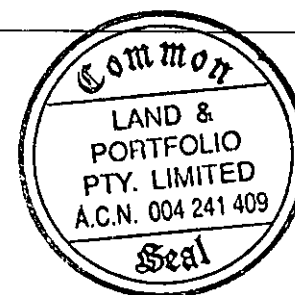
Name of authorised person:

Office held: Director

Signature of authorised person:

Name of authorised person:

Office held: Director/Secretary



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

Signature of witness:

Name of witness:

Address of witness: **Joseph Kasparian**
211B Ramsgate Rd
Ramsgate NSW 2217

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

Signature of transferee:

JOHN VETSIKAS

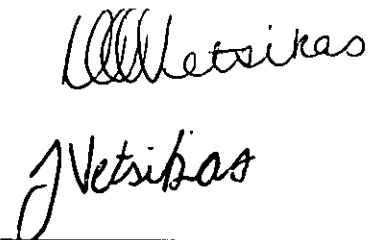
KYLIE VETSIKAS

Annexure A

Parties: Land and Portfolio Pty Ltd ACN 004 241 409
John Vetsikas & Kylie Vetsikas

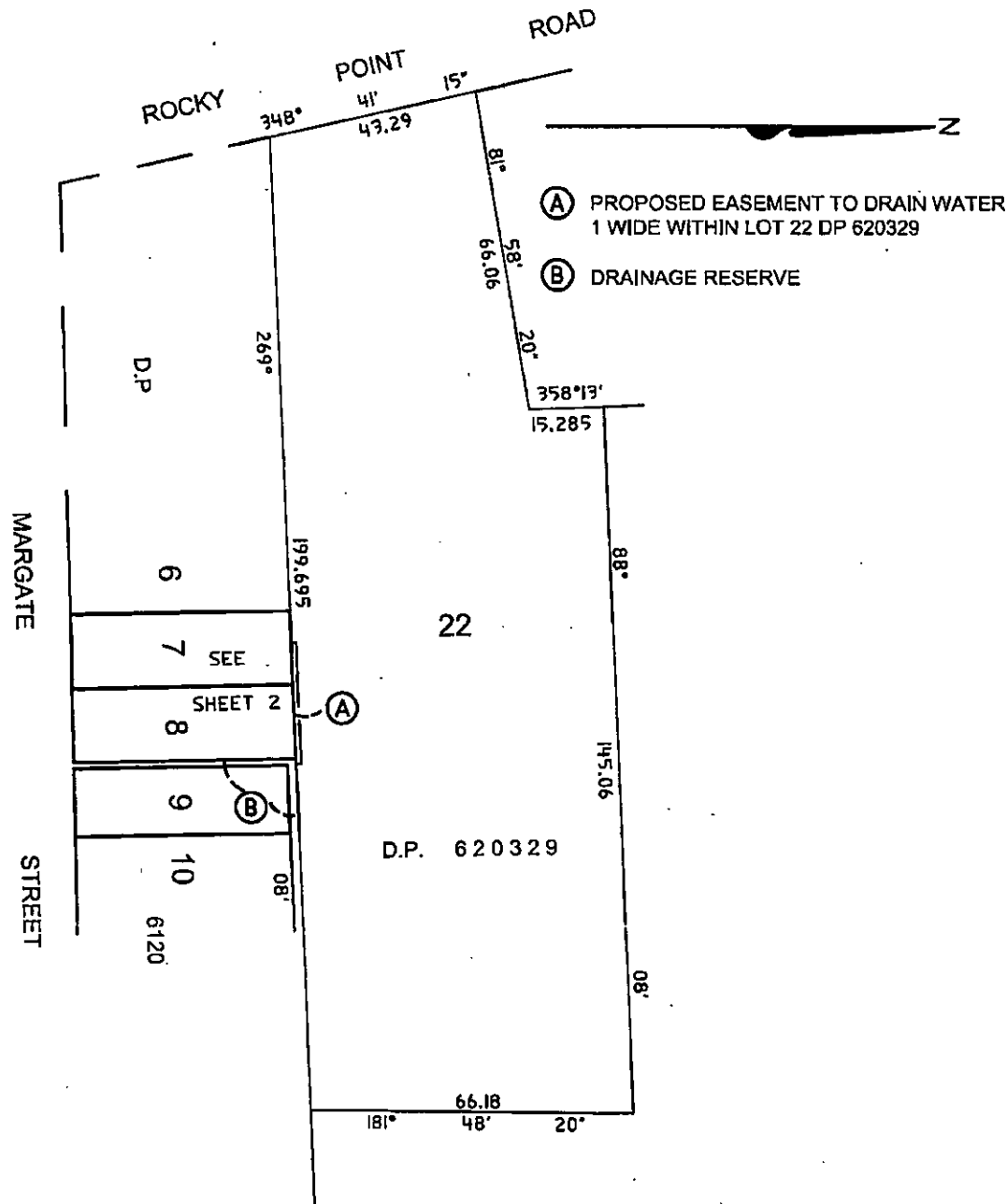
Date: 2008

1. The owner of the lot benefited may:
 - (a) drain water from any natural source through underground pipes in the lot burdened, but only within the Easement Site, and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Easement Site, from the lot benefited;
 - (ii) taking anything on to the Easement Site; and
 - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels and equipment.
2. In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
3. In this instrument **Easement Site** means the site of the easement 1 metre wide and 24.745 metres long located on the southern boundary of the lot burdened as shown in the plan attached to this instrument as Annexure B.



ANNEXURE **B**
PLAN
 OF PROPOSED EASEMENT TO DRAIN WATER 1 WIDE
 WITHIN LOT 22 IN D.P. 620329
 LGA - ROCKDALE PARISH - ST. GEORGE COUNTY - CUMBERLAND.
 NO. 200 ROCKY POINT ROAD, RAMSGATE

SHEET 1 OF 2



THIS IS THE ANNEXURE MARKED **B**
 REFERRED TO IN MEMORANDUM OF TRANSFER
 DATED & NUMBERED

PREPARED BY :
 HARRISON FRIEDMANN & ASSOC. P/L
 SURVEYORS
 ABN 69 001 953 331
 P.O. BOX 99 JANNALI 2226 REF: 26235DT
 Phone 9546 2377 Fax 9546 4418

[Handwritten signature]

[Handwritten signature]

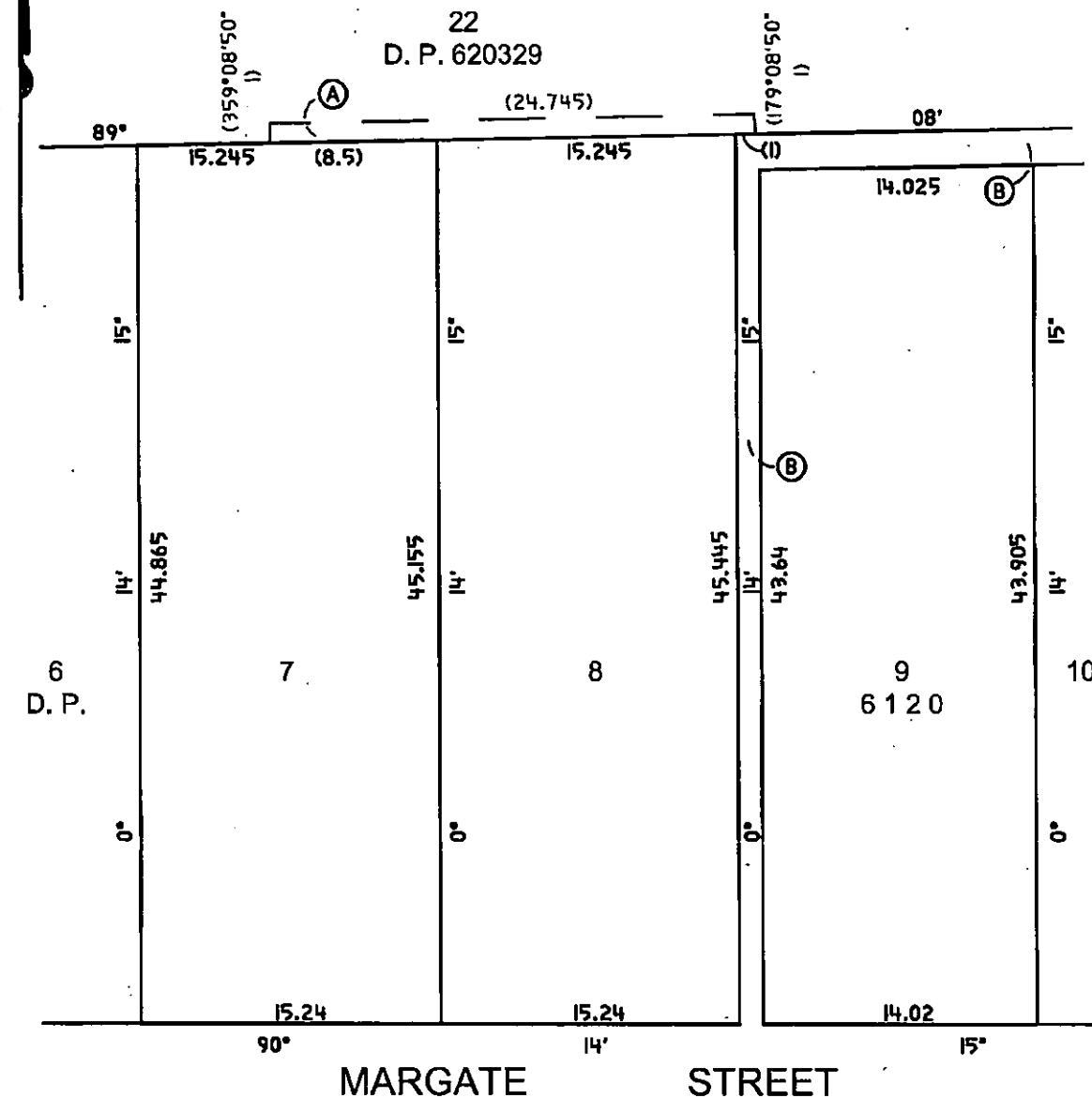
ANNEXURE **B**

SHEET 2 OF 2

PLAN

OF PROPOSED EASEMENT TO DRAIN WATER 1 WIDE
 WITHIN LOT 22 IN D.P. 620329
 LGA - ROCKDALE PARISH - ST. GEORGE COUNTY - CUMBERLAND.
 NO. 200 ROCKY POINT ROAD, RAMSGATE

- (A) PROPOSED EASEMENT TO DRAIN WATER 1 WIDE WITHIN LOT 22 DP 620329
 (B) DRAINAGE RESERVE



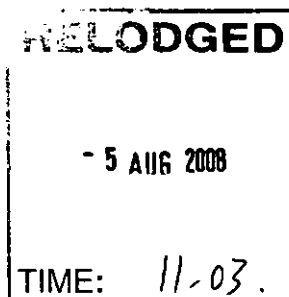
THIS IS THE ANNEXURE MARKED **B**...
 REFERRED TO IN MEMORANDUM OF TRANSFER
 DATED & NUMBERED

PREPARED BY :
 HARRISON FRIEDMANN & ASSOC. P/L
 SURVEYORS
 ABN 69 001 953 331
 P.O. BOX 99 JANNALI 2226 REF: 28235DT
 Phone 9546 2377 Fax 9546 4418

[Signature]

Page 4 of 4

Netsikas
[Signature]



AD945364

29 May 2008

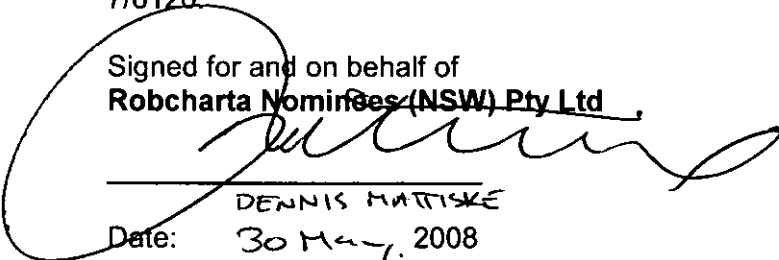
Registrar-General
Land and Property Information NSW
Department of Lands
Queens Square
Sydney NSW 2000

Dear Sirs

Lessee's consent to the registration of documents
Registered Proprietor: Land and Portfolio Pty Ltd
Leases: J260681
Lessee: Robcharta Nominees (NSW) Pty Ltd
Folio Identifier: 22/620329

We the undersigned, lessee of the above premises, hereby consent to the registration of the transfer granting easement to create an easement to drain water 1m wide for the benefit of the land in certificate of title, folio identifier 7/6120.

Signed for and on behalf of
Robcharta Nominees (NSW) Pty Ltd


DENNIS MATISKE

Date: 30 May 2008

24 April 2008

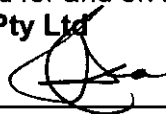
Registrar-General
Land and Property Information NSW
Department of Lands
Queens Square
Sydney NSW 2000

Dear Sirs

Sub-lessee's consent to the registration of documents
Registered Proprietor: Land and Portfolio Pty Ltd
Leases: J260683
Sub-lessee: DLN Pty Ltd
Folio Identifier: 22/620329

We the undersigned, lessee of the above premises, hereby consent to the registration of the transfer granting easement to create an easement to drain water 1m wide for the benefit of the land in certificate of title, folio identifier 7/6120.

Signed for and on behalf of
DLN Pty Ltd



Date: *29th April* 2008

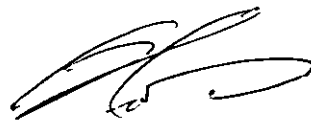
" A "

Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Bank 4299 No. 332

By Frederick Alan Holmes



I certify that the Attorney for the Mortgage, with
whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed
this Westpac Banking Corporation in my presence.

Signature of Witness:



Name of Witness:

Address of Witness:

Delian Hanna-Sarem

1 King St, Concord West,
NSW 2138

Form: 13PC
Release: 2.1
www.lands.nsw.gov.au

POSITIVE COVENANT
New South Wales



AK481287L

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

(A) **TORRENS TITLE**

1/1144981

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any NRF- 130797N	CODE
795D	Reference: ~~MBB: 2611334~~ 27272937	PC

(C) **REGISTERED PROPRIETOR**

Land and Portfolio Proprietary Limited ACN 004 241 409

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
~~Mortgage~~	~~AE630047~~ ~~6542349~~	~~Westpac Banking Corporation~~

(E) **PRESCRIBED AUTHORITY**

Rockdale City Council

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

DATE **20 May 2016**

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

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

Signature of witness: ☒ *Michael Maloof*
Name of witness: ☒ **Michael Maloof**
Address of witness: ☒ **2 Bryant St Rockdale**

Signature of authorised officer: ☒ *L. Melim*
Name of authorised officer: ☒ **Luis Melim**
Position of authorised officer: ☒ **Manager - Development Services**

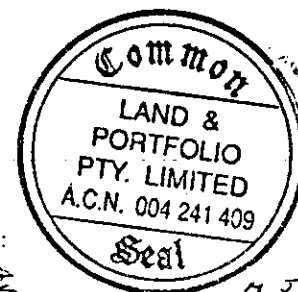
(G) **Execution by the registered proprietor**

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

Corporation: **Land and Portfolio Proprietary Limited ACN 004 241 409**
Authority: **section 127 of the Corporations Act 2001**

Signature of authorised person: *[Signature]*
Name of authorised person: **Director/Secretary**
Office held: **Director/Secretary**

Signature of authorised person: *[Signature]*
Name of authorised person: **Director**
Office held: **Director**



(H) **Consent of the mortgagee**

The ~~mortgagee~~ under mortgage No. ~~AE630047 & 6542349~~ agrees to be bound by this positive covenant. I certify that the above ~~mortgagee~~ who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: ☐
Name of witness: ☐
Address of witness: ☐
Signature of ~~mortgagee~~: **See execution of Annexure A**

247
I, Emily Klotz, Solicitor, am authorised to make the alteration.
Signature: *Emily Klotz* Date: 26 May 2016

Annexure A

Parties: Land & Portfolio Proprietary Limited ACN 004 241 409 and Rockdale City Council

Date:

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, pumps, walls, kerbs, pits, grates, tanks, rainwater tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council (hereinafter called 'the system').

1. The registered proprietor will:
 - a) permit stormwater to be temporarily detained by the system;
 - b) keep the system clean and free of silt, rubbish and debris;
 - c) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner;
 - d) carry out the matters referred to in paragraphs (b) and (c) at the registered proprietor's expense;
 - e) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
 - f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
 - g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the registered proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of Authority Empowered to Release, Vary or Modify the Covenant

Rockdale City Council

Consent of the Mortgagee
Westpac Banking Corporation

ABN 33 007 457 141

~~Under Power of Attorney Book 4299 No 322~~

~~By~~

~~Signature of Attorney~~

~~I certify that the Attorney for the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence.~~

~~Signature of Witness:~~ _____

~~Name of Witness:~~ _____

~~Address of Witness:~~ _____

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 1 of 6 sheets)

Plan: **DP1257630**

Plan of Easements affecting Lot 22 in
 DP620329, Lot 1 in DP666138 & Lot 1 in
 DP599502 and Easements to be released
 affecting Lot 2 in DP838198 & Lot 22 in DP620329

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

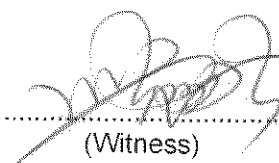
JQZ NINE PTY LTD
 ACN 167 994 167
 Retail 24 & 25, Nipper Street
 HOMEBUSH. NSW. 2140

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots or Prescribed Authorities:
1	Easement for Electricity and Other Purposes 5.33 wide (D)	22/620329	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
2	Easement for Electricity and Other Purposes variable width (E)	1/599502, 22/620329 and 1/666138	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
3	Right of Carriageway variable width (F)	1/599502, 22/620329 and 1/666138	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan.	Burdened lots or parcels:	Benefited lots or Prescribed Authorities:
1	Right of Way 4 wide and 7.5 wide (vide DP1144981)	2/838198	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
2	Right of Way and Easement for Electricity and Other Purposes 5.86 wide (vide DP1144981)	2/838198	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

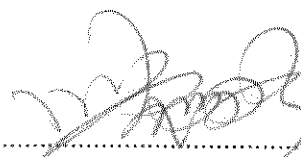

 (Witness)

ePlan
 (Sheet 2 of 6 sheets)

Plan: **DP1257630**

Plan of Easements affecting Lot 22 in
 DP620329 Lot 1 in DP666138 & Lot 1 in
 DP599502 and Easements to be released
 affecting Lot 2 in DP838198 & Lot 22 in DP620329

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan.	Burdened lots or parcels:	Benefited lots or Prescribed Authorities:
3	Easement for Electricity and Other Purposes 2 wide and 4 wide (vide DP1144981)	2/838198	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
4	Easement for Electricity and Other Purposes 7.5 wide (vide DP1144981)	2/838198	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
5	Easement for Electricity and Other Purposes 3.92 wide (vide DP1144981)	2/838198	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
6	Right of Carriageway 5.5 wide (vide DP599502)	22/620329	1/599502
7	Easement to Drain Water Over Existing Line of Pipes (vide DP838198)	2/838198	1/1144981
8	Easement to Drain Water 0.5 wide (vide DP838198)	2/838198	1/1144981
9	Easement for Sewerage Purposes over Existing Line of Pipes (vide DP838198)	2/838198	1/1144981
10	Easement for Electricity Purposes 1 wide (vide DP1078244) & Variable Width (vide DP1078244)	2/838198	1/1144981
11	Right of Carriageway 5 wide (vide DP1144981)	2/838198	1/1144981
12	Easement to Drain Water 1.5 and 0.5 wide (vide DP1144981)	2/838198	1/1144981
13	Easement for Overhang var. width (vide DP612213)	22/620329	1/599502


 (Witness)

Plan: **DP1257630**

Plan of Easements affecting Lot 22 in
DP620329 Lot 1 in DP666138 & Lot 1 in
DP599502 and Easements to be released
affecting Lot 2 in DP838198 & Lot 22 in DP620329

PART 2 (Terms)

1. Terms of Easement for Electricity and Other Purposes (D) numbered 1 in the Plan:

The terms as set out in Memorandum No. AK980903 registered at NSW Land Registry Service (LRS) are incorporated into this document. In this easement "Easement for Electricity and Other Purposes" is taken to have the same meaning as "Easement for Electricity Works" in the Memorandum.

2. Terms of Easement for Electricity and Other Purposes (E) numbered 2 in the Plan:

The terms as set out in Memorandum No. AK980903 registered at NSW Land Registry Service (LRS) are incorporated into this document. In this easement "Easement for Electricity and Other Purposes" is taken to have the same meaning as "Easement for Electricity Works" in the Memorandum and include the following addition:

The rights under this easement terminate on the date of dedication of a public road within any part of the lot burdened (Sunset Event) and on and from that date this easement is extinguished without further assurance.

Upon satisfaction of the Sunset Event and upon requests by the transferor or the transferee, the transferor and the transferee must do all things necessary (including making application to the NSW Land Registry Services) to remove the recording of this easement from the title of the lot burdened.

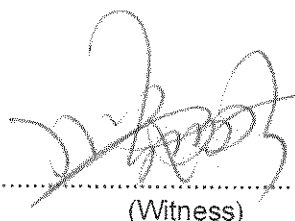
3. Terms of Right of Carriageway (F) numbered 3 in the Plan:

A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.

The rights under this easement terminate on the date of dedication of a public road within any part of the lot burdened (Sunset Event) and on and from that date this easement is extinguished without further assurance.

Upon satisfaction of the Sunset Event and upon requests by the transferor or the transferee, the transferor and the transferee must do all things necessary (including making application to the NSW Land Registry Services) to remove the recording of this easement from the title of the lot burdened.

THE AUTHORITY empowered to release, vary or modify the Easements numbered 1, 2 and 3 in the plan is **ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385**. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.



.....
(Witness)

ePlan
(Sheet 4 of 6 sheets)

Plan: **DP1257630**

Plan of Easements affecting Lot 22 in
DP620329 Lot 1 in DP666138 & Lot 1 in
DP599502 and Easements to be released
affecting Lot 2 in DP838198 & Lot 22 in DP620329

SIGNATURES AND SEALS

Execution by Alpha Distribution Ministerial Holding Corporation

Certified correct for the purposes of the Real Property Act 1900 by the
Transferee's/Lessee's/Prescribed Authority's [strike out those not
applicable] attorneys who signed this dealing pursuant to the power of
attorney specified.

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044

ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023

ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032

ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078

Blue Asset Partner Pty Ltd ACN 615 217 493

*on behalf of Alpha Distribution Ministerial Holding
Corporation ABN 67 505 337 385 pursuant to s. 36 of the
Electricity Network Assets (Authorised Transactions)
Act 2015*

by its attorneys under power of attorney registered book
4734 no. 366

at



Attorney

sign here ►



Attorney

NIGEL PETER JOHN LOWRY

print name

TREVOR MARK ARMSTRONG

I certify that I am an eligible witness and that
the Transferee's/Lessee's/Prescribed
Authority's [strike out those not applicable]
attorney signed this dealing in my presence.
[See note* below]

I certify that I am an eligible witness and that
the Transferee's/Lessee's/Prescribed
Authority's [strike out those not applicable]
attorney signed this dealing in my
presence. [See note* below]



Signature of Witness



Signature of Witness

Alesa Matis

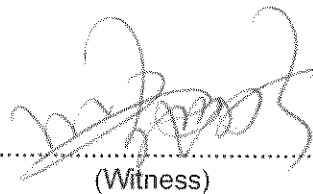
print name

Emily Scott

24 Campbell Street, Sydney

print
address

24 Campbell Street, Sydney



(Witness)

ePlan
(Sheet 5 of 6 sheets)

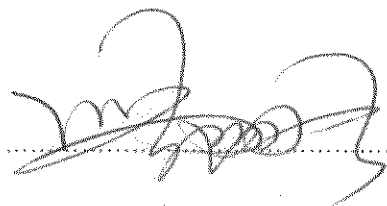
Plan: **DP1257630**

Plan of Easements affecting Lot 22 in
DP620329 Lot 1 in DP666138 & Lot 1 in
DP599502 and Easements to be released
affecting Lot 2 in DP838198 & Lot 22 in DP620329

SIGNATURES AND SEALS

Execution by JQZ NINE PTY LTD as Registered Proprietor for above mentioned parcels as well as Lot 1
in DP599502 and Lot 1 in DP1144981

Executed on behalf of **JQZ NINE PTY LTD**
ACN 167 994 167 in accordance with Section 127
of the Corporations Act 2001:



Jianqiu Zhang
Sole Director and Secretary


(Witness)

ePlan
(Sheet 6 of 6 sheets)

Plan: **DP1257630**

Plan of Easements affecting Lot 22 in
DP620329 Lot 1 in DP666138 & Lot 1 in
DP599502 and Easements to be released
affecting Lot 2 in DP838198 & Lot 22 in DP620329

SIGNATURES AND SEALS

Execution by Mortgagees

Executed by **ALCEON GROUP SECURITY
HOLDINGS PTY LTD ACN 613 555 712** in
accordance with Section 127 of the
Corporations Act 2001

Signature of director

Trevor Loewensohn

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Melanie Hedges

Name of director/company secretary (print)

Executed by **ALCEON GROUP NO.20 PTY
LIMITED ACN 167 169 762 AS TRUSTEE
FOR THE ALCEON JQZ KOGARAH TRUST
ABN 80 189 658 595** in accordance with
Section 127 of the *Corporations Act 2001*

Signature of director

Trevor Loewensohn

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Melanie Hedges

Name of director/company secretary (print)

REGISTERED



1/11/2019

(Witness)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED OR RELEASED
 PURSUANT TO SECTION 88B CONVEYANCING ACT 1919.**

DP1240546

Sheet 1 of 6 sheets

Plan: Plan of Subdivision of Lot 2 in DP405531, Lot 2 in DP838198, Lot 1 in DP1144981, Lot 1 in DP599502, Lot 22 in DP620329 and Lot 1 in DP666138 in DP covered by Subdivision Certificate No. *2019/34*

Full name and address of the owner(s) of the land: JQZ Nine Pty Ltd ABN 167 994 167
 Retail 24 & 25, 1 Nipper Street Homebush NSW 2140

Part 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcels:	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Services variable width (denoted A on the plan)	1 3	2, 3, 4 & Bayside Council 1, 2, 4 & Bayside Council
2	Right of Carriageway variable width (denoted B on the plan)	1 3	2, 3, 4 & Bayside Council 1, 2, 4 & Bayside Council
3	Easement for Landscaping 6 wide (denoted C on the plan)	1	2
4	Easement to Drain Water variable width (denoted G on the plan)	1 3	Bayside Council 1, 2, 4 & Bayside Council

Part 1A

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan	Burdened lot(s) or parcels:	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1.83 wide (vide DP612212)	1/599502, 22/620329	Bayside Council

Approved by Council
 Authorised Delegate

DP1240546

Plan: Plan of Subdivision of Lot 2 in DP405531, Lot 2 in DP838198, Lot 1 in DP1144981, Lot 1 in DP599502, Lot 22 in DP620329 and Lot 1 in DP666138 in DP covered by Subdivision Certificate No. 2019/34

Full name and address of the owner(s) of the land: JQZ Nine Pty Ltd ABN 167 994 167
Retail 24 & 25, 1 Nipper Street Homebush NSW 2140

Part 2

Terms of easement numbered 1 in the plan:

An easement as defined in Part 11 of Schedule 8 of the Conveyancing Act 1919 with the following amendment.

The grantor and the grantee acknowledge and agree that this easement will be automatically released upon the lot burdened being dedicated to the public as public road.

Terms of easement numbered 2 in the plan:

An easement as defined in Part 1 of Schedule 8 of the Conveyancing Act 1919 with the following amendment.

The grantor and the grantee acknowledge and agree that this easement will be automatically released upon the lot burdened being dedicated to the public as public road.

Terms of easement numbered 3 in the plan:

The owner of the lot burdened shall not erect any buildings or structures nor carry out any works on or over the land affected by this easement other than the work necessary to maintain the landscaped area.

Terms of easement numbered 4 in the plan:

An easement as defined in Part 4 of Schedule 8 of the Conveyancing Act 1919 with the following amendment.

The grantor and the grantee acknowledge and agree that this easement will be automatically released upon the lot burdened being dedicated to the public as public road.

Name of person or authority empowered to release, vary or modify the easements numbered 1 to 4 in the plan : Bayside Council

Approved by Council
Authorised Delegate



Sheet 3 of 6 sheets

DP1240546

Plan: Plan of Subdivision of Lot 2 in DP405531, Lot 2 in DP838198, Lot 1 in DP1144981, Lot 1 in DP599502, Lot 22 in DP620329 and Lot 1 in DP666138 in DP covered by Subdivision Certificate No. 2019/34

Full name and address of the owner(s) of the land: JQZ Nine Pty Ltd ABN 167 994 167
Retail 24 & 25, 1 Nipper Street Homebush NSW 2140

Part 2 (Continued)

Bayside Council by its authorised delegate pursuant to Section 377 Local Government Act 1993



(Signature of delegate)

Luis Melim

(Name of delegate)

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

Peter Ward

(Signature of Witness)

PETER WARD

(Name of Witness)

444 PRINCES HIGHWAY ROCKDALE

(Address of Witness)



Approved by Council
Authorised Delegate

Sheet 4 of 6 sheets

DP1240546

Plan: Plan of Subdivision of Lot 2 in DP405531, Lot 2 in DP838198, Lot 1 in DP1144981, Lot 1 in DP599502, Lot 22 in DP620329 and Lot 1 in DP666138 in DP covered by Subdivision Certificate No. 2019/34

Full name and address of the owner(s) of the land: JQZ Nine Pty Ltd ABN 167 994 167
Retail 24 & 25, 1 Nipper Street Homebush NSW 2140

Part 2 (Continued)

Date:

Executed by JQZ Nine Pty Ltd ABN 167 994 167
In accordance with Section 127 of the
Corporations Act 2001:



.....
Jian Qui Zhang, Sole Director/Secretary

Approved by Council
Authorised Delegate



Sheet 5 of 6 sheets

DP1240546

Plan: Plan of Subdivision of Lot 2 in DP405531, Lot 2 in DP838198, Lot 1 in DP1144981, Lot 1 in DP599502, Lot 22 in DP620329 and Lot 1 in DP666138 in DP covered by Subdivision Certificate No. 2017/34

Full name and address of the owner(s) of the land: JQZ Nine Pty Ltd ABN 167 994 167
Retail 24 & 25, 1 Nipper Street Homebush NSW 2140

Part 2 (Continued)

Date:

Executed by ALCEON Group Security Holdings
Pty Ltd ACN 613 555 712 in accordance with
Section 127 of the Corporations Act 2001:

.....
Signature of Director



Trevor Loewensohn

.....
Print Name of Director

.....
Signature of Director/Secretary*
(* delete as applicable)



Melanie Hedges

.....
Print Name of Director/Secretary*
(*delete as applicable)

Approved by Council
Authorised Delegate



Sheet 6 of 6 sheets

DP1240546

Plan: Plan of Subdivision of Lot 2 in DP405531, Lot 2 in DP838198, Lot 1 in DP1144981, Lot 1 in DP599502, Lot 22 in DP620329 and Lot 1 in DP666138 in DP covered by Subdivision Certificate No. 2019/34

Full name and address of the owner(s) of the land: JQZ Nine Pty Ltd ABN 167 994 167
Retail 24 & 25, 1 Nipper Street Homebush NSW 2140

Part 2 (Continued)

Date:

Executed by ALCEON Group No 20 Pty Limited
ACN 167 169 762 as Trustee for The ALCEON JQZ
Kogarah Trust ABN 189 658 595 in accordance
with Section 127 of the Corporations Act 2001:

.....
Signature of Director

Trevor Loewensohn

.....
Print Name of Director

.....
Signature of Director/Secretary*
(* delete as applicable)

Melanie Hedges

.....
Print Name of Director/Secretary*
(*delete as applicable)

REGISTERED



11.11.2019

Approved by Council
Authorised Delegate

L. Mel.

ePlan

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

(Sheet 1 of 5 sheets)

Plan:

SP100414

Plan of Subdivision of Lot 2 in DP1250546 DP1240546
covered by Strata Certificate

Full name and address of
Proprietors of the land:

JQZ NINE PTY LTD
ACN 167 994 167
Retail 24 & 25, Nipper Street
HOMEBUSH. NSW. 2140

PART 1 (Creation)

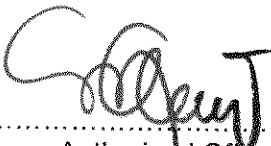
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Positive Covenant	Common Property	Bayside Council
2	Positive Covenant	Common Property	Bayside Council
3	Positive Covenant	Common Property	Bayside Council

PART 2 (Terms)

1. Terms of Positive Covenant numbered 1 in the plan

1. The registered proprietor of the lot(s) hereby burdened will in respect of the on-site detention system:
 - a) keep the on-site detention system clean and free from silt, rubbish and debris;
 - b) maintain and repair the whole of the on-site detention system at the sole expense of the registered proprietors so that it functions in a safe and efficient manner;
 - c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
 - d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
 - e) refer to the maintenance schedule as an appendix to items (a) and (b) mentioned above.

2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:


.....
Authorised Officer

(Sheet 2 of 5 sheets)

Plan: **SP100414**

Plan of Subdivision of Lot 2 in ~~DP1250546~~ DP1240546
covered by Strata Certificate

- a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above; and
- b) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

2. Terms of Positive Covenant numbered 3 in the plan

The registered proprietor of the lot(s) hereby burdened will in respect of the boom gates and traffic signs maintain and repair these structures at the sole expense of the registered proprietor so that they function in a safe and efficient manner.

The Registered Proprietor will:

- i) comply with the terms of any written notice issued by Council in respect to the requirements of this clause within the time stated in the notice.

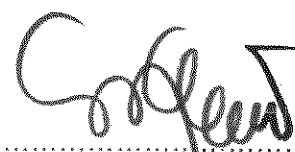
3. Terms of Positive Covenant numbered 4 in the plan

The Registered Proprietors covenant as follows with Council in respect to the area of common property identified as 'Visitor Parking' spaces on the Strata Plan (herein called The Burdened Land).

The Registered Proprietor will:

- i) permit the registered proprietors and/or invitees of the registered proprietors of the Townhouse lots 514 - 534 inclusive to enter upon The Burdened Land with a vehicle or vehicles whether motorized or not and to park, leave or place such a vehicle upon The Burdened Land at all times that the registered proprietor or invitee enters upon The Burdened Land,
- ii) not obstruct or inhibit in any manner whatsoever access to or exclusive use of The Burdened Land in accordance with the prior cause AND
- iii) comply with the terms of any written notice issued by Council in respect to the requirements of this clause within the time stated in the notice.

Name of Authority having the power to release, vary or modify the Positive Covenants numbered one to three referred to is **Bayside Council**


.....
Authorised Officer

(Sheet 3 of 5 sheets)

Plan: **SP100414**

Plan of Subdivision of Lot 2 in ~~DP1250546~~ DP1240546
covered by Strata Certificate

Executed by Bayside Council
by its authorised delegate pursuant
to Section 377 Local Government Act 1993

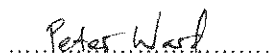


(Signature of delegate)

MARTA GONZALEZ-VALDES

(Name of delegate)

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


(Signature of Witness)

PETER WARD
(Name of Witness)

444 PRINCESS HIGHWAY
(Address of Witness) ROCKDALE



Authorised Officer

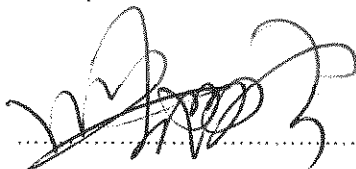
(Sheet 4 of 5 sheets)

Plan: **SP100414**

Plan of Subdivision of Lot 2 in ~~DP1250546~~ DP1240546
covered by Strata Certificate

Execution by JQZ NINE PTY LTD

Executed on behalf of JQZ NINE PTY LTD
ACN 167 994 167 by authority of the director
in the presence of:



Jianqiu Zhang
Sole Director and Secretary



Authorised Officer

(Sheet 5 of 5 sheets).

Plan: **SP100414**

Plan of Subdivision of Lot 2 in ~~DP1250546~~ DP1240546
covered by Strata Certificate

Executed by ALCEON GROUP SECURITY
HOLDINGS PTY LTD ACN 613 555 712 in
accordance with Section 127 of the *Corporations
Act 2001*

Signature of director

Trevor Loewensohn

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Shareen Ali

Name of director/company secretary (print)

Executed by ALCEON GROUP NO.20 PTY
LIMITED ACN 167 169 762 AS TRUSTEE FOR
THE ALCEON JQZ KOGARAH TRUST ABN 80
189 658 595 in accordance with Section 127 of
the *Corporations Act 2001*

Signature of director

Trevor Loewensohn

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Shareen Ali

Name of director/company secretary (print)

REGISTERED



12/11/2019

Authorised Officer

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 20

Real Property Act 1900



AP887947F

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

(A) TORRENS TITLE	For the common property CP/SP100414	
(B) LODGED BY	Document Collection Box 962L	Name, Address or DX, Telephone, and Customer Account Number if any Central Searching 123690G Reference: SC 100414
		CODE CH

- (C) The Owners-Strata Plan No. 100414 certify that a special resolution was passed on 28/1/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. A-60
Amended by-law No. NOT APPLICABLE
as fully set out below:
AS SET OUT IN 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. 100414 was affixed on 29/1/2020 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: PATRICK YUEN

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



Annexure A

- A. About the by-laws
- B. Common Property Rights By-Laws (if any)
 - 1. Residential Use
 - 2. Flooring
 - 3. Keeping of animals
 - 4. Noise
 - 5. Cleaning windows, louvres and doors
 - 6. Garbage disposal and recycling
 - 7. Curtains etc
 - 8. Air conditioning in the Building
 - 9. Kitchen Exhausts
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50. Absolution of Maintenance- Lot Fixtures & Fittings
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- 56 Relocation of Motor Vehicle
- 57 Overcrowding
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- 59 Agreement with Building Manager
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A. About the by-laws

Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building.
They are an essential document for the Owners Corporation and everyone who owns or occupies a lot.

Who must comply with the by-laws?

Owners and occupiers must comply with the by-law The Owners Corporation must comply with the by-laws.

B. Common Property Rights By-Laws (if any)

Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing common property, the Common Property Rights By-Laws make owners responsible for the common property of which they exclusively use or have the benefit.

Interpreting this section

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

How to change a Common Property Rights Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

Repairing damage

You must repair damage you cause (or a visitor or someone acting on your behalf causes) to common property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

Additional insurances

In addition to your obligations under by-law 14, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property

USE OF LOTS

1. Residential Use

1.1 Residential Lots can only be used by owners or occupiers as follows:

- (a) Permanent residential accommodation including under leases subject to the Residential Tenancies Act. Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;
- (b) bedrooms must not be further divided, screened or partitioned in any way; (c) the total number of adults residing in one Residential Lot must not exceed twice the number of approved bedrooms; and
- (d) Owners, tenants or the Owners Corporation must not advertise or permit an agent or building manager to advertise a Residential Lot for short term accommodation or share accommodation.

2. Flooring

2.1 Noise Transmission standard

The L'nT,w of the floor of a lot must be 45 or less (other than in an area that is a kitchen, laundry, lavatory or bathroom).

2.2 Compliance

The owner and occupier of a lot must ensure and continue to ensure compliance with clause 2.1 of this by-law.

2.3 Application to existing floors

The requirements of this by-law apply to any floor of a lot, whether installed before or after the making of this by-law.

2.4 Bond

Before installing Non-Carpet Floor Covering an owner or occupier of a lot must pay a bond to the owners corporation to secure compliance with their obligations under this by-law.

2.5 Notice

An owner or occupier of a lot must notify the owners corporation at least 21 days before installing Non-Carpet Floor Covering.

2.6 Other approvals

This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

2.7 Acoustical consultant's reports

- (a) Before installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the proposed installation is likely to achieve compliance with clause 2.1 of this by-law.
- (b) After installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation, within 14 days, a report from a suitably qualified acoustical consultant stating that the installation in fact achieved compliance with clause 2.1 of this by-law.

2.8 Conditions applying to building works

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:

- (a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;
- (d) must not compromise the proper functioning or performance of any existing system or element of the parcel;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;
- (f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and
- (g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

2.9 Maintenance

Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot in respect of which Non-Carpet Floor Covering is installed must maintain and keep in a state of good and serviceable repair that installation.

2.10 Owners corporation's report

If the owners corporation forms the view, in its sole discretion, that the floor of a lot may not comply with clause 2.1 of this by-law, then (without limiting its other rights) the owners corporation may obtain a report from a suitably qualified acoustical consultant in respect of the compliance (or otherwise) of the floor with that clause 2.1.

2.11 Development consent

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

2.12 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.13 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.14 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Strata Schemes Management Act 2015 in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.15 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.16 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.17 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.18 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.18 a reference to property includes the common property or personal property vested in the owners corporation.

2.19 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.18 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.20 Power to carry out work and recover costs

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.21 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.22 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;

- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

2.23 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

2.24 Severability

- (a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

2.25 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

L'_{nT,w} means weighted standardized impact sound pressure level (*L'_{nT,w}*) measured and calculated according to the requirements of International Standard ISO 140-7:1998 "Acoustics – Measurement of sound isolation in buildings and of building elements Part 7: Field measurements of impact noise insulation of floors", 1998 and International Standard ISO 717-2:1996 "Acoustics – Rating of sound insulation in buildings and of building elements Part 2: Impact sound isolation", 1996 published by the International Organization for Standardization or such amending or replacing standard as may apply from time to time; and

Non-Carpet Floor Covering means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring.

3. Keeping of animals

3.1 Subject to section 139(5) of the Management Act, an owner or occupier of a lot may only keep the following within a lot:

- (a) desexed cat/s, and/or
 - (b) small dog/s (not to exceed 14 Kg in weight);
- but a maximum of 2 four-legged animals can be kept; and/or
- (c) small caged bird/s, and/or
 - (d) fish kept in a secure aquarium on the lot.

The written approval of the Owners Corporation must be obtained before any owner or occupier will be permitted a variation on these restrictions. The Owners Corporation may delegate authority to vary these restrictions to the Strata Committee.

3.2 If an owner or occupier of a lot keeps any cat or dog on the lot then the owner or occupier must:

- (a) notify the Strata Committee that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property or keep it on a lead, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Rules

3.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and

- (b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and
- (c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:
 - (i) any noise which is disturbing to an extent which is unreasonable; and
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
- (d) is responsible for cleaning up after the animal anywhere on the common property; and
- (e) is liable to the Owners Corporation for any damage to the common property caused by the animal or for any cleaning expenses where the owner or occupier has failed to clean up after the animal; and

3.4 No Excluded Dog is permitted within a lot or common property at any time.

3.5 This by-law applies to any owner, occupier or visitor to the Building.

4. Noise

An owner or occupier of a lot must not create any noise within a lot or on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

5. Cleaning windows, louvres and doors

5.1 An owner or occupier of a lot must keep clean all glass in windows and all doors and all louvres on the boundary of the lot, including so much as is common property if those windows, louvres and doors can be safely accessed by the owner or occupier from within his or her own lot.

5.2 The Owners Corporation is responsible for the cleaning of all other glass and Building elements that are unable to be safely accessed from a lot.

5.3 Awnings and louvres on the external facade and balconies and balcony enclosures of the Building are integral to the architectural integrity of the Building, are for the benefit of the apartment adjacent to them and must be repaired, maintained and replaced by the Owners Corporation.

6. Garbage disposal and recycling

General requirements

6.1 Subject to these by-laws, owners and occupiers must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in a Garbage Room or a garbage chute according to this by-law); or
- (b) in an area of the Lot which is visible from outside the lot. Requirements for Lots

6.2 Owners and occupiers of a lot must, at their cost:

- (a) comply with any rules regarding the storage and removal of garbage and the use of the Garbage Rooms and garbage shutes;
- (b) arrange for the regular removal of rubbish from the lot;

(c) ensure that rubbish receptacles in the lot are not visible from outside the lot;
and

(d) ensure that rubbish receptacles in the lot are kept clean and do not omit odours.

6.3 Owners and occupiers must dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

6.5 Owners and occupiers are liable for any damage caused to any other person or property following a breach of this by-law 6.

Obligations of the Owners Corporation

6.6 The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Rooms.

6.7 The Owners Corporation must clean, maintain, repair and arrange for the regular removal of rubbish and recyclable materials from the Garbage Rooms.

6.8 The Owners Corporation must:

(a) accept an assignment or novation of the Initial Waste Collection Contract or enter into a new Waste Collection Contract in a form and on terms required by Council; and

(b) at all times ensure that the Strata Scheme has the benefit of a Waste Collection Contract.

6.9 All garbage/recycling bins are to be kept in the garbage bin storage area in the main block. Bins are only to be placed in the designated pick up area on the day of garbage collection and are to be returned to the storage area immediately after collection.

6.10 By-laws 6.8 and 6.9 are Council requirements and any variation or repeal of those by-laws will be a contravention of the terms of the Development Approval.

7. Curtains etc

(a) Any blind, curtain, shutter or other treatment in a window or door, which faces public or common areas, must appear white from the outside of the Building.

(b) Vertical drapes are prohibited as window treatment in any window or door.

8. Air conditioning in the Building

Within individual lots

8.1 All Air Conditioning Equipment is owned by and is the sole responsibility of the relevant lot owner, whether that equipment is located within a lot or within common property.

8.2 No Air Conditioning Equipment is to be placed on the street facade or be visible from outside the Building

8.3 Each lot owner:

(a) must maintain, replace or repair the Air Conditioning Equipment as necessary; (b) bears the sole responsibility of insuring the Air Conditioning Equipment;

(c) must comply with the requirements of any competent authority including those outlined in the Development Approval regarding the operation of the Air Conditioning Equipment; and

(d) must repair damage to common property or the property of lot owners caused by exercising rights or

complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.4 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her Air Conditioning Equipment is located.

Within common property

8.5 Where air conditioning services common areas, the Owners Corporation owns the Air Conditioning Equipment installed.

8.6 The Owners Corporation:

- (a) must maintain replace or repair the common property Air Conditioning Equipment as necessary;
- (b) bears the sole responsibility of insuring the common property Air Conditioning Equipment;
- (c) must comply with the requirements of any competent authority regarding the operation of the common property Air Conditioning Equipment; and
- (d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.7 The cost of insuring, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the owners on a unit entitlement basis.

9. Kitchen Exhausts

9.1 Each lot owner is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust from within their lot excluding the outlet on the balcony (if applicable).

9.2 The Owner's Corporation is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust ducting within common property and the outlets. The kitchen exhaust outlets are externally ducted to an area above the balcony or through the facade of the building.

10. Hot water systems

10.1 The owner of each lot:

- (a) has a special privilege to connect to and use the common property hot water system;
- (b) must not interfere with the operation of the common property hot water system; and
- (c) must comply with any directions given by the Owners Corporation in relation to the use and operation of the common property hot water system.

10.2 The Owners Corporation must operate, maintain, repair and replace the hot water system in accordance with the Building Code of Australia ..

10.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

10.4 The cost of water supply is billed to the Owners Corporation and will be charged by the Owners Corporation to owners on a unit entitlement basis. Individual lot owners will be billed directly and separately for gas used to heat water.

11. Building Works

11.1 An Owner must not alter the structure of a lot without giving to the Owners Corporation at least 14 days' notice.

11.2 The notice under by-law 12.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations; (b) the nature and extent of the proposed alterations; and
- (c) whether any common property will be affected.

11.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

11.4 The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12. Structural Support in the Building

12.1 An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.

13. Change in use of lot to be notified

13.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

13.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the relevant Council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the Council consent must be furnished to the Owners Corporation.

13.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

14. Storage of inflammable liquids and other substances and materials

14.1 An owner or occupier of a lot must not, except with the approval in writing of the Strata Committee, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

14.2 This by-law does not apply to chemicals, liquids, gases or other material: (a) used or intended to be used for domestic purposes;

- (b) used or intended to be used in accordance with any approval obtained in relation to the use or occupation of a Retail Lot; or

- (c) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15. Security Keys

151 The Strata Committee may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Strata Committee must make Security Keys available to:

- (a) Owners and occupiers; and
- (b) persons authorised by the Strata Committee or Owners Corporation.

15.3 The Security Keys provided to persons under by-law 16.2 need only provide access to the parts of the Building which those persons are entitled to access.

15.4 The Strata Committee may charge a reasonable fee for a Security Key required by an owner of a lot.

15.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Strata Committee.

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

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Strata Committee if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Strata Committee, immediately return the Security Key to the Strata Committee; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft..

16. Security System

Owners and occupiers must not interfere with or damage the Security System and must promptly notify the Owners Corporation if any part of the Security System is defective, damaged or malfunctioning.

17. Electrical

Owners or occupiers must not overload the electrical facilities provided to their lots. If overloading occurs, all costs associated with repairs to the lot or the Building are the sole responsibility of the party causing the overload.

18. Integrity of Fire Systems

18.1 Owners and occupiers must not interfere with or damage any fire safety device or equipment nor activate any device except in the case of emergency or where there is risk of damage or injury to the parcel or any person within the parcel.

18.2 Owners and occupiers must:

- (a) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;
- (b) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the parcel;
- (c) promptly notify the Owners Corporation of a risk or fire hazard within the parcel; (d) must not change

the type of lock installed on the front door to any lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with by-law 40.3.

This is because, for fire safety access reasons, all doors in the Building must have similar locking devices;

- (e) notify the Owners Corporation before changing any lock to any other door in a lot or adding additional locking devices to any other door in a lot;
- (f) on receiving notice from the Owners Corporation that an inspection is required, provide access to the lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.
- (g) allow annual access to the lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the lot.

18.3 Despite the provisions of this by-law, owners and occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their lots.

18.4 If owners or occupiers breach this by-law, the Owners Corporation has the right to enter into any lot to repair or rectify any breach and to recover the cost of doing so as a debt against the owner.

18.5 The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to any other relevant person or entity (eg caretakers, building managers or concierges).

19. Storage spaces

19.1 If a lot comprises or includes a storage space the owner or occupier of that lot must:

- (a) keep that storage space in good repair;
- (b) keep that storage space in a clean, hygienic condition, free of rodents and other infestations;
- (c) not store flammable, explosive, dangerous or perishable items or substances in that storage space; and
- (d) at their own expense, comply with all laws about that storage space including any requirements of Council, Government Agencies and the Owners Corporation.

19.2 If sprinkler heads are within or close to a storage space the owner or occupier of that lot must ensure that:

- (a) the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time; and
- (b) items in that storage space are not stored to ceiling height so as to interfere with sprinkler heads and are stored away from any existing motorised dampers and exhaust vents.

BALCONIES/ COURTYARDS

20. Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from the street level outside the Building.

21. Appearance of lot and balcony

21.1 The owner or occupier of a lot must not store or display any item in a lot or on a balcony which is visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the Building.

21.2 The owner or occupier of a lot must not install a roller shutter over any entrance, door or windows to their lot.

22. Balconies and gardens

22.1 Balconies/courtyards within the Building are not to be enclosed by any awnings, louvres, screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This by-law does not cover any awnings, louvres, screens, blinds, windbreaks, wind or sunscreens, enclosures or similar structures that were installed by the Original Owner as permitted by the Development Approval.

22.2 An owner or occupier must not alter or remove any awning, louvre, balcony enclosure, window restrictor or other similar structure or apparatus installed by the Original Owner.

22.1 By-law 24.2 is a Council requirement and any variation or repeal of this by-law will be a contravention of the terms of the Development Approval.

22.2 An owner or occupier must keep all internal landscaping (including any water feature or irrigation system installed by an owner or occupier) and balconies clean, tidy and well maintained and repair or reinstate any common property damaged by the internal landscaping.

22.3 Should owners or occupiers fail to repair or reinstate common property in accordance with by-law 24.2 the Owners Corporation has the right to enter the lot and repair or reinstate the common property at the cost of the owner.

22.4 Balcony Use

i) Prohibitions

An owner or occupier of a lot must not:

- (a) store or keep any household goods or items on a balcony;
- (b) hang clothes, washing, bedding or towels on a balcony; or
- (c) install or keep an air-conditioning unit on a balcony if that air-conditioning unit would be visible from the public domain.

ii) Development consent

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

22.5 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

23. Landscaping

23.1 Where landscaping within lots reaches or extends into common property and is compatible with common landscaping on the common property, owners and occupiers must keep the planting consistent with the common property planting.

23.2 As a general rule, the theme of the landscaping throughout the Building is specified and approved by Council and the nature and seam of the landscaping should not be changed without Council approval.

24. Water on balconies

24.1 Owners and occupiers, when watering plants, washing windows or cleaning balconies must:

- (a) attempt to ensure that no water escapes from their balconies; and
- (b) not flush water or any waste down the balcony floor drain. These are designed to take minimal overflow only and are not for general drainage purposes or for overuse.

24.2 Owners and occupiers are responsible for any damage caused to any other person, property, common property or Building plant and equipment caused by any breach of this by-law.

25. Furniture and possessions on balconies

25.1 Owners and occupiers of lots must ensure that any furniture, barbeques, seating, dining settings, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:

- (a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;
- (b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;
- (c) any umbrellas used must be weighted at the base;
- (d) umbrellas must never be left up when balcony is not in use or in high winds;
and
- (e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

25.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

25.3 Owners and occupiers may store and operate a portable barbecue on the balcony of a lot if:

- (a) it is a type approved according to by-law 27.4; (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous; (d) it is covered when being operated; and
- (e) it is kept clean and tidy, provided owners and occupiers comply with by-law 27.5.

25.4 Owners and occupiers may store and operate the following types of portable barbecues on the balcony of a lot:

- (a) a covered kettle style portable barbecue;
- (b) a covered gas or electric portable barbecue; and
- (c) any other type approved by the Owners Corporation

25.5 Owners and occupiers must:

- (a) not store or operate a portable barbecue on the balcony of a lot if that portable barbecue has no cover;
- (b) only operate barbecues during the hours of 9.00am and 9.00pm or otherwise during hours approved by the Owners Corporation;
- (c) not permit smoke, odours or noise associated with the use of a portable barbecue on the lot to be emitted on to other lots in the Building to the extent which may cause a nuisance to other owners and occupiers in the Building.

26. Satellite dishes

Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the Building.

CARPARKS

27. Vehicles

27.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation. Without limitation, this includes any common property parking spaces and service areas.

27.2 The Owners Corporation may delegate the granting of consent under by-law 29.1 to the Strata Committee.

27.3 Car parking spaces (including common property parking spaces), service vehicle bays and access driveways must be kept clear of goods and must not be used for storage purposes, including garbage storage.

28. Use of Car parking and Motorcycle Spaces

28.1 On-site car parking spaces, except car spaces for service vehicles and visitors, must only be used by occupants of the Building.

28.2 Owners and occupiers are not permitted to lease, licence or transfer ownership of any car parking space or motorcycle space to any person other than an occupant of the Building. An owner or occupier of a lot must not cause or permit a boat, trailer or unregistered vehicle to be parked (or remain parked), or any other item which the Owners Corporation considers may be hazardous, in a car parking space or motorcycle space and must immediately on demand of the Owners Corporation remove from the parcel any boat, trailer or unregistered vehicle so parked in breach of this by-law that is owned by them, is in their possession, or is under their control.

28.3 An owner or occupier must not install a bollard or other similar device within a car parking space or motorcycle space without the prior written approval of the Owners Corporation.

28.4 A motorcycle space must only be used for parking one motorcycle or scooter and that motorcycle or scooter must be currently registered, in good working order and actively used at least on a weekly basis.

29. Common property parking

Car wash bay

29.1 Owners or occupiers may use any designated car wash bay

- (a) between the hours of 7:00am to 10:00pm or other hours nominated by the Strata Committee; and
- (b) only for the purpose of washing cars.

29.2 When using the carwash bay, an owner or occupier must:

- (a) not unreasonably obstruct the use of the car wash bay by other owners and occupiers;
- (b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;

- (c) ensure any water plashing does not affect any adjoining car spaces;
- (d) turn off all taps used; and
- (e) leave the car wash bay clean and tidy. Visitor car spaces

29.3 An owner or occupier must not park their vehicle in a visitor car parking space.

29.4 A visitor may park a vehicle in visitor car parking space for a consecutive period of up to 12 hours at any one time only for the purpose of visiting an owner or occupier.

29.5 The visitor car parking spaces are to be maintained free of obstruction and are for the exclusive use of visitors.

30. Storage of Bicycles

30.1 An owner or occupier must not:

- (a) permit any bicycle to be stored in the common property except in designated areas; nor
- (b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building.

30.2 Owners and occupiers storing bicycles in designated storage areas do so at their own risk.

30.3 Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, or any other part of common property.

COMMON PROPERTY AND BEHAVIOUR ON COMMON PROPERTY

31. Roof Areas

31.1 The only access to roof areas is for cleaning/maintenance purposes by authorised personnel only.

31.2 Any person accessing the roof area with the authority of the Owners Corporation must adhere to any relevant access and safety requirements as issued by the Owners Corporation from time to time. At a minimum, these access and safety requirements should cover use of any access and safety systems installed within the Building and adherence to relevant occupational health and safety legislation or guidelines.

32. Moving furniture and other objects on or through common property

32.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the Building unless at least 2 business days' notice has first been given to the Strata Committee or any other delegate of the Strata Committee so as to enable protective covering to be installed in lifts, a lift key to be booked and to enable a representative to be present at the time when the owner or occupier does so.

32.2 All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:

- (a) via the Loading Bay;
- (b) without obstruction of any other person, property, or public way;

- (c) using only the lift that has been reserved and fitted with protective covering;
- (d) trucks must be suitable to enter the Loading Bay and may not park in any way as to impede orderly flow of traffic to and from the car park and Loading Bay or park on other common property; and
- (e) moves not booked in accordance with by-law 35.1 will be turned away until by-law 35.1 has been complied with.

32.3 Owners and occupiers are liable for any damage caused to any person, property or common property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured.

32.4 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or person or personal property during the moving of furniture and other objects through common property.

33. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

34. Damage to lawns and plants on common property

34.1 An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

35. Damage to common property

35.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

35.2 An approval given by the Owners Corporation under by-law 39.1 cannot authorise any additions to the common property.

35.3 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or peep hole or other safety device for protection of the owner's lot against intruders, or
- (b) any structure or device to prevent harm to children.

provided that such structure or device complies with the relevant fire safety standards or code and the Owner provides the original owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the screen, structure or device complies with the relevant fire safety standards or code.

35.4 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building. Any screen door or flyscreens must be colour matched to the relevant door, wall or window and such colour matching must be approved by the Owners Corporation prior to installation.

35.5 The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in

by-law 39.3 that forms part of the common property and that services the lot; and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 39.3 that forms part of the common property and that services the lot.

35.6 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

36. Apartment Entry Door Modifications

36.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

36.2 Alterations or modifications to apartment entry doors require prior approval in accordance with by law

36.3 If an Owner or Occupier applies to the Owners Corporation for consent under this by-law, that Owner or Occupier must provide the Original Owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.

37. Insect screens

37.1 An owner or occupier must not install Insect Screens to an entry door to a lot. (excluding townhouses/terraces)

37.2 An owner or occupier may install Insect Screens which face the exterior of the Building so long as the Insect Screen is finished in a powdercoated finish and is the same colour as the window/door frame. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

38. Behaviour of owners and occupiers smoking

38.1 Smoking on or within common property is prohibited. Owners and occupiers are responsible for the actions of their visitors and invitees and must make them aware of this prohibition.

38.2 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

39. Children playing on common property in Building

39.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

39.2 Owners and occupiers must not permit any child of whom the owner or occupier has control to make excessive noise on common property or within lots (eg open balconies) so as to disturb the peaceful enjoyment of other owners and occupiers.

40. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

41. Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

42. Notice board

42.1 The Owners Corporation will maintain a notice board on Common Property for the purpose of communicating with you.

42.2 If the Owners Corporation posts a notice of a meeting of the Owners Corporation on the notice board you will be deemed to have received that notice within 48 hours of the time of its posting.

43. Lifts

43.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within common property within the Building (Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

43.2 The cost of the Service Contract for the Building lifts is payable by all lot owners on a unit entitlement basis.

43.3 Owners and occupiers must:

- (a) not allow children to operate any lifts; and
- (b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and
- (c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

43.4 If an owner or occupier damages a lift or any part of the common property, that owner or occupier is responsible for the costs of repair to the Owners Corporation.

44. Access to services and plant and equipment rooms

44.1 Section 122 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122.

44.2 Owners and occupiers of lots must allow access to the Owners Corporation, the Strata Committee, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Strata Committee or the Strata Managing Agent must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

45. Rules

45.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and the parcel.

45.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

45.3 The rules bind owners, occupiers and a mortgagee in possession of a lot.

GENERAL

46. Other service agreements

46.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Approval or for the good order and management of the Building.

46.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

47. Provision of Amenities or Services

47.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including.

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; (d) telecommunication services; and (e) security services.

47.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47.3 The Owners Corporation may delegate entry of all or any service agreements to the Strata Committee.

48. Electronic service of notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

49. Embedded Network

49.1 The Owners Corporation has the power to appoint and enter into agreements with a supplier for the installation of an embedded electrical, solar and natural gas network for the supply of electricity, solar, broadband and natural gas to the Building for use in the hot water plant, internet services and gas cookers.

49.2 The Owners Corporation has the power to supply electricity, solar, broadband and natural gas to lots in the Building and may make arrangements with owners and occupiers of lots about paying for electricity, internet services and natural gas supplied under this by-law.

49.3 The Owners Corporation may enter into agreements with the electricity, solar, broadband and natural gas supplier during the initial period for the Building.

49.4 An Owner may enter into an agreement or agreements with a supplier for use of electricity, solar, broadband or natural gas through the embedded electrical, solar, broadband and natural gas networks.

49.5 If the Owners Corporation enters into an agreement with a supplier during the initial period for the Building:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or such other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the electricity, solar, broadband and natural gas supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the electricity, solar, broadband and natural gas supplier that will be payable if the electricity, solar, broadband and natural gas supplier is not appointed by the Owners Corporation at the first annual general meeting.

49.6 If the Owners Corporation enters into an agreement with an electricity, solar, broadband and natural gas supplier after the initial period for the Building:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation (but not exceeding the maximum permitted by law); and
- (b) the pricing of the electricity, solar, broadband and natural gas supplier under the agreement may be as agreed by the Owners Corporation.

49.7 An agreement between the Owners Corporation and a electricity, solar, broadband and natural gas supplier must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the electricity, solar, broadband and natural gas supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Owners and Occupiers to opt out of purchasing electricity, solar, broadband and natural gas from the supplier and the process for opting out.

50. Absolution of Maintenance- Lot Fixtures & Fittings

Part 1- Introduction and intent

(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in the By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(c) Any items specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporation insurance policy shall still be protected by that insurance.

(d) At all times the owners corporation shall retain the maintenance responsibilities for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the owner's corporation responsibility, except where a lot owner has undertaken renovation within their lot that affects the waterproofed area/s

(e) The By-law does not confer any right upon a lot owner to install any items listed in this By-law as a fixture or fitting of a lot.

Part 2- Definitions

In this By-law, unless the context otherwise requires or permits:

- (i) Act means the Strata Schemes Management Act 2015(NSW) or any amendment
- (ii) Lot means any lot in the strata plan
- (iii) Owner means the owner of the lot
- (iv) Owner Corporation means the owners corporation created by the registration of the strata plan
- (v) Internal Area means any areas within the envelope of a lot as defined by the strata plan
- (vi) Internal Pipe Work and Wiring means any pipe works or wiring that only services one lot, whether located on a common property or internal wall

In this By-law, unless the context otherwise requires

- (i) The singular includes plural and vice versa
- (ii) Any gender includes the other genders
- (iii) Any terms in the By-law will have the same meaning as those defined in the Act and
- (iv) References to legislation includes references to amending and replacing legislation.

Part 3- Terms and Conditions

In accordance with section 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the strata scheme.

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to

- i) All cornices
- ii) All skirting boards
- iii) All architraves and internal door jams
- iv) Wall tiles wherever located, including kitchen, bathroom and laundries
- v) Floor tiles wherever located, including kitchen, bathroom and laundries
- vi) False ceilings
- vii) Mezzanines, stairs and handrails
- viii) All paintwork and wall paper
- ix) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuities and Laundry areas

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to

- i) All taps and internal pipe works
- ii) Shower screens
- iii) Bathtub, including internal floor waste and drainage pipes
- iv) Sinks and hand basins including internal drainage pipes

- v) Cabinets and mirrors
- vi) Toilet pan, including cistern and internal waste pipes
- vii) All lights, light fittings and exhaust fans that only service the lot where located

3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to

- i) All taps and internal pipe works
- ii) All internal wastes and drainage pipes, including connection to the common stack
- iii) Bench tops
- iv) Sinks and insinkers
- v) Ovens, stoves and cook tops
- vi) All lights, light fittings, exhaust fans and rangehood that only service the lot, wherever located, including ducting and external ventilation points.

3.4 Flooring Coverings

- i) All carpet within the lot
- ii) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- iii) All floor boards, whether it is floating or fixed

3.5 Balcony/Courtyard Areas

- i) All tiles, pavers and decking
- ii) All handrails within the balcony or courtyard area
- iii) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
- iv) All plants and grassed areas within the balcony or courtyard
- v) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- vi) Fences that divided two lots
- vii) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical fittings and Appliances

- i) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- ii) All electrical sockets and wall plates
- iii) Ceiling fans
- iv) Smoke detectors that only service one lot
- v) Alarm System that only service one lot
- vi) Electrical main and sub-main that services only one lot including fuses wherever located
- vii) Individual garage door motors
- viii) Intercom, telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located
- ix) Split system and ducted air conditioning system, including condenser units and all associated equipment wherever located that only service one lot
- x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located
- xi) Any general appliances such as dishwasher, microwave oven, clothes dryer or other that is designed to only service the lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- i) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate the common entry doors and garage doors of the scheme
 - ii) Automatic door closers
 - iii) any locking device including mail box lock or door furniture installed on the front and back doors, balcony doors and windows of the lot, whether installed originally or subsequently by the lot owner
- All flyscreens and security screens/door fitted to the windows, doors and balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner

51. Access for Inspection of Fire Services

A) Definitions

- i) The following terms are defined to mean;

Agents means the strata managing agent, strata committee or any fire safety contractor or personnel engaged by the owners corporation, the Environmental, Planning and Assessment Regulation 2000(NSW) or any Fire Safety measure listed on Fire Safety Certificate applicable to the strata scheme

Fines or Re-inspection fees includes any fines or charges imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation

Reasonable access means between the hours of 7.00am and 7.00pm Monday to Friday excluding public holidays

- ii) Where any terms used in this By-law are defined in the strata Management Act 2015, they will have the same meaning as those terms are attributed under that Act

B) Duties of Owners

In relation to the owners corporation responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring the following;

- i) That where necessary the owners corporation or its agent have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment
- ii) That the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purpose of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The owners corporation or their agents must provide the occupants of the lot with a minimum of seven (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (B) above

D) Indemnity

- i) The owner of a lot indemnifies the owners corporation against any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (B)
- ii) The owner of a lot indemnifies the owners corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to issue.

E) Right to Remedy Default

If an owner, or occupier, or lessee of a lot fails to comply with this By-law, then the owners corporation may

- i) Carry out all the necessary work to perform the obligation
- ii) Enter upon any part of the parcel to carry out that work
- iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

52 Alterations and additions to the Fire Door of a Lot

A) Definitions

- i) The following terms are defined to mean

Fire Door of a lot means the common property entrance door to the lot in the strata scheme including all attached locks, handles, door frames, door closers and other ancillary structures

Original Condition means the condition at the date of registration of the strata scheme

- ii) Where any terms used in this By-law are defined in the Strata Scheme Management Act 2015, they will have the same meaning as those words are attributed under that Act

B) Duties of Owners

- i) Notwithstanding By-law No 5 of the strata scheme, an owner or occupier, or lessee of a lot must not replace or make alterations or additions to the fire door that gives access to the owner's, or occupier's or lessee's lot(including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation and

Make any alterations or additions to a fire door that gives access to the owner's or occupier's or lessee's lot that is in breach of the fire regulations under the Building Code of Australia

C) Liability

- i) An owner of a lot will be liable for any damage, alteration or addition made or caused to a fire door by the owner without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred.
- ii) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a fire door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred

D) Indemnity

An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a fire door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this By-law, then the owners corporation may;

- i) Carry out all the necessary work to perform the obligation
- ii) Enter upon any part of the parcel to carry out that work
- iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot

53 Compensation to Owners Corporation

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 2015.

'works' means any repair, maintenance, replacement, refurbishment undertaken at the strata scheme or any penalty imposed by public authority on the lot

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged,

(v) caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

54 Use of Facilities – Barbecue Area

An owner/resident/occupier shall:

a. not use the barbecue area, and surrounds between the hours of 8.00PM and 8.00AM eastern standard time or 9.00PM and 7.00AM daylight saving time; or

b. not illuminate any lights in the barbecue area or associated therewith between the said hours of 8.00PM and 8.00AM eastern standard time or 9.00PM and 7.00AM daylight saving time; or

- c. not whilst using the barbecue area create any or allow any noise to be created which is likely to interfere with the peaceful enjoyment of the owners, residents or occupiers of other lots or common property in the strata scheme.
 - d. be responsible for the cleaning after use of the barbecue area, any damage to the common property and expenses incurred to the use of the barbecue area
 - e. ensure all the common power off after use of the barbecue area
 - f. not be more than 15 people (including the owner or occupier) at the same time.
 - g. Persons using the barbecue area, shall exercise caution at all times and shall not throw any rubbish or behave in any manner that is likely to interfere with the use of such facilities by other persons.
- In relation to the use of the barbecue, an owner, resident or occupier of a lot shall ensure that their invitees do not use the same unless they or another owner, residents or occupier accompanies them that children are not in or around the barbecue area unless accompanied by an adult owner, resident or occupier exercising effective control over them;
- h. In the event that an owner, resident or occupier of a lot use the barbecue area fails to comply with any matters set out in the terms and conditions referred to the above clauses (a) or (g) hereof then the Owners Corporation by delegation to the Strata Committee, the strata managing agent or the caretaker may terminate the right of the owner, residents or occupier to use the barbecue area immediately. Any costs incurred due to clause (d) will be recovered from the owners as a debt from the owners of the lot by way of a levy charged to the lot.
- In relation to the use of the barbecue area, the Strata Committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one owner, resident or occupier to be permitted to use these areas at any one time.

55 Use of Facilities – Gym Room

An owner/resident/occupier shall:

- a. not use the Gym room, and surrounds between the hours of 10.00PM and 8.00AM eastern standard time or 9.30PM and 7.00AM daylight saving time;
- b. not use the gym room for any commercial activities regardless whether there is any pecuniary interest involved;
- c. not whilst using the gym room create any or allow any noise to be created which is likely to interfere with the peaceful enjoyment of the owners, residents or occupiers of other lots or common property in the strata scheme.
- d. be responsible for the cleaning after use of the gym room, any damage to the common property and expenses incurred to the use of the gym room
- e. ensure all the common power off after use of the gym room
- f. CHILDREN are not in or around the gym room;
- g. No gym equipment is allowed to be taken away from the gym room
- h. Persons using the gym room, shall exercise caution at all times and shall not throw any rubbish or behave in any manner that is likely to interfere with the use of such facilities by other persons. In relation to the use of the gym, an owner, resident or occupier of a lot shall ensure that their invitees do not use the same unless they or another owner, residents or occupier accompanies them.
- i. In the event that an owner, resident or occupier of a lot use the gym room fails to comply with any matters set out in the terms and conditions referred to the above clauses (a) or (h) hereof then the Owners Corporation by delegation to the Strata Committee, the strata managing agent or the caretaker may terminate the right of the owner, residents or occupier to use the gym immediately. Any costs incurred due to clause (d) will be recovered from the owners as a debt from the owners of the lot by way of a levy charged to the lot.

56 Relocation of Motor Vehicle

the owners corporation of Strata Plan No 100414

prepare a motor vehicle Relocation Notice under reg 34 of the Strata Schemes Management Regulation 2016 (NSW)
(called Relocation Notice) in respect of the vehicle on common property described in the Schedule;
place the Notice on or near the vehicle;
not earlier than five clear days after placement, move the vehicle in accordance with the Relocation Notice; and

When the owners details are known, recover all costs incurred by the owners corporation in the relocation such as towing costs, legal costs and strata management costs from the owner as a debt from the owner of the lot by way of a levy charged to the lot;

Schedule: Motor Vehicle Details:

Type.....

Colour.....

Registration No (if known)

Location on Common Property.....

57 OverCrowding

An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with following formula;

Maximum= 2 x bedroom

Where: Maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot (tenancy agreement), a clause in the tenancy agreement which has the effect of this by-law.

This by-law does nt apply to an onwer of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

58 Minor Renovation

1.Intention

The intention of this By-law is

i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6) (b) of the Strata Schemes Management Act, ii. Define what Minor Works may be approved by the committee,

iii. Provide owners with an application process to have their Minor Works approved,

iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).

ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;

a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)

b. Renovating any other room within a lot (not including structural works)

c. Changing or installing recessed light fittings,

d. Installing or replacing wood or other hard floors,

e. Installing or replacing wiring or cabling or power or access points,

f. Work involving reconfiguring walls,

g. Installing or replacing pipes and duct work,

h. Installing a reverse cycle split system or ducted airconditioning system,

i. Installing double or triple glazed windows,

j. Installing ceiling, wall or floor insulation,

k. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the time frames and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be Determined by the Owners Corporation at a general meeting.
- vi. the Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4.Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made by the owners of the lot from which the damage results at no cost to the Owners Corporation; good
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,

- ii. The supply of additional expert reports relevant to the proposed works,
- iii. Payment of a Bond before commencement of the works,
- iv. Conditions surrounding noise and proposed times of work,
- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.

59 Agreement with the Building Manager

59.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Prime Macquarie Park.

The Owners Corporation may exercise its power under this by-law 20 in its capacity as an owners corporation.

59.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

59.3 Agreement during the Initial Period

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

59.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

59.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

59.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) coordinating the carrying out of Building Works;

- (f) managing the Security Key system and providing Security Keys according to the by-laws; (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Prime Macquarie Park generally;
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Prime Macquarie Park; and
- (k) utilising the Building Manager's Amenities in conjunction with the Building Manager's duties.

60. Smoking Penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot 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.



FILM WITH

Approved Form 10

Certificate re Initial Period

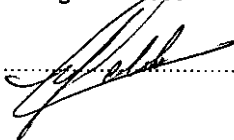


The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 100414 was affixed on ^ 29/01/2020 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Patrick Yuen Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Created 2016



Lodger Details

Lodger Code	508387N
Name	MOIRS LAW
Address	280 RAILWAY PDE CARLTON 2218
Lodger Box	1W
Email	CONSOLIDATIONS@MOIRSLAW.COM.AU
Reference	230011

Land Registry Document Identification

AU895793

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP100414	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100414
Other legal entity

Meeting Date

12/02/2025

Amended by-law No.

Details N/A

Added by-law No.

Details Special By-Law 8, 9, 10, 11, 12

Repealed by-law No.

Details N/A

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP100414
Signer Name	JAMES WILLIAM MOIR
Signer Organisation	MOIRS LAW PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	17/03/2025



By-Laws

Electronic signature of me, Andrew Tunks,
affixed by me, on 04/03/25 at 11:50 AM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 100414 5 MIDJUBURI LANE KOGARAH

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 12/11/2019**

1 Residential Use

1.1 Residential Lots can only be used by owners or occupiers as follows:

- (a) Permanent residential accommodation including under leases subject to the Residential Tenancies Act. Short term uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted;
- (b) bedrooms must not be further divided, screened or partitioned in any way;
- (c) the total number of adults residing in one Residential Lot must not exceed twice the number of approved bedrooms; and
- (d) Owners, tenants or the Owners Corporation must not advertise or permit an agent or building manager to advertise a Residential Lot for short term accommodation or share accommodation.

2 Flooring

2.1 Noise Transmission standard

The L'nT,w of the floor of a lot must be 45 or less (other than in an area that is a kitchen, laundry, lavatory or bathroom).

2.2 Compliance

The owner and occupier of a lot must ensure and continue to ensure compliance with clause 2.1 of this by-law.

2.3 Application to existing floors

The requirements of this by-law apply to any floor of a lot, whether installed before or after the making of this by-law.

2.4 Bond

Before installing Non-Carpet Floor Covering an owner or occupier of a lot must pay a bond to the owners corporation to secure compliance with their obligations under this by-law.

2.5 Notice

An owner or occupier of a lot must notify the owners corporation at least 21 days before installing Non-Carpet Floor Covering.

2.6 Other approvals

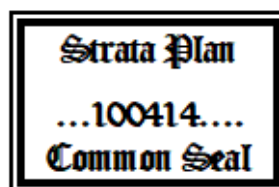
This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

2.7 Acoustical consultant's reports

- (a) Before installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation a report from a suitably qualified acoustical consultant stating that the proposed installation is likely to achieve compliance with clause 2.1 of this by-law.
- (b) After installing Non-Carpet Floor Covering an owner or occupier of a lot must provide to the owners corporation, within 14 days, a report from a suitably qualified acoustical consultant stating that the installation in fact achieved compliance with clause 2.1 of this by-law.

2.8 Conditions applying to building works

Building works (and the supply of related products and services) that a person is permitted or required to put effect to under this by-law:



Report Date: 4th March 2025



Strata Plan 100414

5 MIDJUBURI LANE KOGARAH

- (a) must be carried out in accordance with, comply with, and not cause the parcel to cease to be in compliance with any applicable law;
- (b) must be carried out in a proper and workmanlike manner with due care and diligence;
- (c) must cause a minimum of damage to the parcel and not adversely affect the structure or support of the parcel;
- (d) must not compromise the proper functioning or performance of any existing system or element of the parcel;
- (e) must not cause or amount to a nuisance or hazard to, or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots;
- (f) must have an appearance, once complete, in keeping with the appearance of the rest of the strata scheme; and
- (g) form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

2.9 Maintenance

Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot in respect of which Non-Carpet Floor Covering is installed must maintain and keep in a state of good and serviceable repair that installation.

2.10 Owners corporation's report

If the owners corporation forms the view, in its sole discretion, that the floor of a lot may not comply with clause 2.1 of this by-law, then (without limiting its other rights) the owners corporation may obtain a report from a suitably qualified acoustical consultant in respect of the compliance (or otherwise) of the floor with that clause 2.1.

2.11 Development consent

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

2.12 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.13 Consents

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.14 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation,



Strata Plan 100414

5 MIDJUBURI LANE KOGARAH

including without limitation a debt arising under section 120 of the Strata Schemes Management Act 2015 in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.15 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.16 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.17 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.18 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.18 a reference to property includes the common property or personal property vested in the owners corporation.

2.19 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.18 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.



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Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.20 Power to carry out work and recover costs

Within the meaning of section 120 of the Strata Schemes Management Act 2015, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.21 Application of the Civil Liability Act 2002

(a) Owners and occupiers of lots acknowledge and agree that:

- (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
- (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.22 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Strata Schemes Management Act 2015 or Strata Schemes Development Act 2015 will have the same meaning.

2.23 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

2.24 Severability

(a) To the extent that any term herein is inconsistent with the Strata Schemes Management Act 2015 or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions



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herein prevail to the extent of that inconsistency.

2.25 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

L_{nT,w} means weighted standardized impact sound pressure level (L_{or,w}) measured and calculated according to the requirements of International Standard ISO 140-7:1998 "Acoustics - Measurement of sound isolation in buildings and of building elements Part 7: Field measurements of impact noise insulation of floors", 1998 and International Standard ISO 717-2:1996 "Acoustics - Rating of sound insulation in buildings and of building elements Part 2: Impact sound insulation", 1996 published by the International Organization for Standardization or such amending or replacing standard as may apply from time to time; and

Non-Carpet Floor Covering means a floor covering or surface in a lot (other than in an area that is a kitchen, laundry, lavatory or bathroom) other than carpet, including, but not limited to floating timber flooring.

3 Keeping of animals

3.1 Subject to section 139(5) of the Management Act, an owner or occupier of a lot may only keep the following within a lot:

- (a) desexed cat/s, and/or
- (b) small dog/s (not to exceed 14 Kg in weight);
but a maximum of 2 four-legged animals can be kept; and/or
- (c) small caged bird/s, and/or
- (d) fish kept in a secure aquarium on the lot.

The written approval of the Owners Corporation must be obtained before any owner or occupier will be permitted a variation on these restrictions. The Owners Corporation may delegate authority to vary these restrictions to the Strata Committee.

3.2 If an owner or occupier of a lot keeps any cat or dog on the lot then the owner or occupier must:

- (a) notify the Strata Committee that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property or keep it on a lead, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by



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the animal.

Rules

3.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and
- (b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and
- (c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:
 - (i) any noise which is disturbing to an extent which is unreasonable; and
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
- (d) is responsible for cleaning up after the animal anywhere on the common property; and
- (e) is liable to the Owners Corporation for any damage to the common property caused by the animal or for any cleaning expenses where the owner or occupier has failed to clean up after the animal; and

3.4 No Excluded Dog is permitted within a lot or common property at any time.

3.5 This by-law applies to any owner, occupier or visitor to the Building.

4 Noise

An owner or occupier of a lot must not create any noise within a lot or on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

5 Cleaning windows, louvres and doors

5.1 An owner or occupier of a lot must keep clean all glass in windows and all doors and all louvres on the boundary of the lot, including so much as is common property if those windows, louvres and doors can be safely accessed by the owner or occupier from within his or her own lot.

5.2 The Owners Corporation is responsible for the cleaning of all other glass and Building elements that are unable to be safely accessed from a lot.

5.3 Awnings and louvres on the external facade and balconies and balcony enclosures of the Building are integral to the architectural integrity of the Building, are for the benefit of the apartment adjacent to them and must be repaired, maintained and replaced by the Owners Corporation.

6 Garbage disposal and recycling

General requirements

6.1 Subject to these by-laws, owners and occupiers must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in a Garbage Room or a garbage chute according to this by-law); or
- (b) in an area of the Lot which is visible from outside the lot. Requirements for Lots

6.2 Owners and occupiers of a lot must, at their cost:

- (a) comply with any rules regarding the storage and removal of garbage and the use of the Garbage Rooms and garbage shutes;
- (b) arrange for the regular removal of rubbish from the lot;



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- (c) ensure that rubbish receptacles in the lot are not visible from outside the lot; and
- (d) ensure that rubbish receptacles in the lot are kept clean and do not omit odours.

6.3 Owners and occupiers must dispose of any chemical, biological, toxic or other hazardous waste in a manner that complies with any relevant law or Government Agency requirement or regulation applying to the disposal of such waste.

6.5 Owners and occupiers are liable for any damage caused to any other person or property following a breach of this by-law 6.

Obligations of the Owners Corporation

6.6 The Owners Corporation may make Rules about the storage and removal of garbage from the Building and, in particular, from the Garbage Rooms.

6.7 The Owners Corporation must clean, maintain, repair and arrange for the regular removal of rubbish and recyclable materials from the Garbage Rooms.

6.8 The Owners Corporation must:

- (a) accept an assignment or novation of the Initial Waste Collection Contract or enter into a new Waste Collection Contract in a form and on terms required by Council; and
- (b) at all times ensure that the Strata Scheme has the benefit of a Waste Collection Contract.

6.9 All garbage/recycling bins are to be kept in the garbage bin storage area in the main block. Bins are only to be placed in the designated pick up area on the day of garbage collection and are to be returned to the storage area immediately after collection.

6.10 By-laws 6.8 and 6.9 are Council requirements and any variation or repeal of those by-laws will be a contravention of the terms of the Development Approval.

7 Curtains etc

(a) Any blind, curtain, shutter or other treatment in a window or door, which faces public or common areas, must appear white from the outside of the Building.

(b) Vertical drapes are prohibited as window treatment in any window or door.

8 Air conditioning in the Building

Within individual lots

8.1 All Air Conditioning Equipment is owned by and is the sole responsibility of the relevant lot owner, whether that equipment is located within a lot or within common property.

8.2 No Air Conditioning Equipment is to be placed on the street facade or be visible from outside the Building

8.3 Each lot owner:

- (a) must maintain, replace or repair the Air Conditioning Equipment as necessary;
- (b) bears the sole responsibility of insuring the Air Conditioning Equipment;
- (c) must comply with the requirements of any competent authority including those outlined in the Development Approval regarding the operation of the Air Conditioning Equipment; and
- (d) must repair damage to common property or the property of lot owners caused by exercising rights or complying



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with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.4 Each lot owner has exclusive use and enjoyment of any part of the common property on or in which his or her Air Conditioning Equipment is located.

Within common property

8.5 Where air conditioning services common areas, the Owners Corporation owns the Air Conditioning Equipment installed.

8.6 The Owners Corporation:

- (a) must maintain replace or repair the common property Air Conditioning Equipment as necessary;
- (b) bears the sole responsibility of insuring the common property Air Conditioning Equipment;
- (c) must comply with the requirements of any competent authority regarding the operation of the common property Air Conditioning Equipment; and
- (d) must repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

8.7 The cost of insuring, maintaining, servicing and replacing of the Air Conditioning Equipment servicing common property is borne by the owners on a unit entitlement basis.

9 Kitchen Exhausts

9.1 Each lot owner is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust from within their lot excluding the outlet on the balcony (if applicable).

9.2 The Owner's Corporation is responsible for cleaning, maintaining, repairing and replacing the kitchen exhaust ducting within common property and the outlets. The kitchen exhaust outlets are externally ducted to an area above the balcony or through the facade of the building.

10 Hot water systems

10.1 The owner of each lot:

- (a) has a special privilege to connect to and use the common property hot water system;
- (b) must not interfere with the operation of the common property hot water system; and
- (c) must comply with any directions given by the Owners Corporation in relation to the use and operation of the common property hot water system.

10.2 The Owners Corporation must operate, maintain, repair and replace the hot water system in accordance with the Building Code of Australia.

10.3 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.

10.4 The cost of water supply is billed to the Owners Corporation and will be charged by the Owners Corporation to owners on a unit entitlement basis. Individual lot owners will be billed directly and separately for gas used to heat water.

11 Building Works



By-Laws

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11.1 An Owner must not alter the structure of a lot without giving to the Owners Corporation at least 14 days' notice.

11.2 The notice under by-law 12.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

- (a) the estimated time period for the carrying out of the proposed alterations;
- (b) the nature and extent of the proposed alterations; and
- (c) whether any common property will be affected.

11.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

11.4 The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12 Structural Support in the Building

12.1 An owner or occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

12.2 The Owners Corporation may delegate the granting of consent under this by-law to the Strata Committee.

13 Change in use of lot to be notified

13.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

13.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the relevant Council zoning or codes and if Council consent is required for any change of use, consent must be obtained and a copy of the Council consent must be furnished to the Owners Corporation.

13.3 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

14 Storage of inflammable liquids and other substances and materials

14.1 An owner or occupier of a lot must not, except with the approval in writing of the Strata Committee, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

14.2 This by-law does not apply to chemicals, liquids, gases or other material:

- (a) used or intended to be used for domestic purposes;
- (b) used or intended to be used in accordance with any approval obtained in relation to the use or occupation of a



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Retail Lot; or

(c) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15 Security Keys

15.1 The Strata Committee may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Strata Committee must make Security Keys available to:

- (a) Owners and occupiers; and
- (b) persons authorised by the Strata Committee or Owners Corporation.

15.3 The Security Keys provided to persons under by-law 16.2 need only provide access to the parts of the Building which those persons are entitled to access.

15.4 The Strata Committee may charge a reasonable fee for a Security Key required by an owner of a lot.

15.5 An owner of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the owner or the Strata Committee.

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

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Strata Committee if the Security Key is lost, stolen or misplaced;
- (c) when requested by the Strata Committee, immediately return the Security Key to the Strata Committee; and
- (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16 Security System

Owners and occupiers must not interfere with or damage the Security System and must promptly notify the Owners Corporation if any part of the Security System is defective, damaged or malfunctioning.

17 Electrical

Owners or occupiers must not overload the electrical facilities provided to their lots. If overloading occurs, all costs associated with repairs to the lot or the Building are the sole responsibility of the party causing the overload.

18 Integrity of Fire Systems

18.1 Owners and occupiers must not interfere with or damage any fire safety device or equipment nor activate any device except in the case of emergency or where there is risk of damage or injury to the parcel or any person within the parcel.

18.2 Owners and occupiers must:

- (a) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;
- (b) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the



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parcel;

(c) promptly notify the Owners Corporation of a risk or fire hazard within the parcel;

(d) must not change the type of lock installed on the front door to any lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with by-law 40.3. This is because, for fire safety access reasons, all doors in the Building must have similar locking devices;

(e) notify the Owners Corporation before changing any lock to any other door in a lot or adding additional locking devices to any other door in a lot;

(f) on receiving notice from the Owners Corporation that an inspection is required, provide access to the lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.

(g) allow annual access to the lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the lot.

18.3 Despite the provisions of this by-law, owners and occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their lots.

18.4 If owners or occupiers breach this by-law, the Owners Corporation has the right to enter into any lot to repair or rectify any breach and to recover the cost of doing so as a debt against the owner.

18.5 The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to any other relevant person or entity (eg caretakers, building managers or concierges).

19 Storage spaces

19.1 If a lot comprises or includes a storage space the owner or occupier of that lot must:

(a) keep that storage space in good repair;

(b) keep that storage space in a clean, hygienic condition, free of rodents and other infestations;

(c) not store flammable, explosive, dangerous or perishable items or substances in that storage space; and

(d) at their own expense, comply with all laws about that storage space including any requirements of Council, Government Agencies and the Owners Corporation.

19.2 If sprinkler heads are within or close to a storage space the owner or occupier of that lot must ensure that:

(a) the Sprinkler Area is always kept clear in accordance with AS2118 as amended or replaced from time to time; and

(b) items in that storage space are not stored to ceiling height so as to interfere with sprinkler heads and are stored away from any existing motorised dampers and exhaust vents.

20 Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from the street level outside the Building.

21 Appearance of lot and balcony

21.1 The owner or occupier of a lot must not store or display any item in a lot or on a balcony which is visible from outside the lot that, when viewed from outside the lot, is not in keeping with the rest of the Building.

21.2 The owner or occupier of a lot must not install a roller shutter over any entrance, door or windows to their lot.



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22 Balconies and gardens

22.1 Balconies/courtyards within the Building are not to be enclosed by any awnings, louvres, screens, blinds, wind-breaks, wind or sunscreens or similar structures located on or within the balcony areas or fixed to the outside face of the balconies/doors/windows without the written consent of the Owners Corporation and the Council. This by-law does not cover any awnings, louvres, screens, blinds, windbreaks, wind or sunscreens, enclosures or similar structures that were installed by the Original Owner as permitted by the Development Approval.

22.2 An owner or occupier must not alter or remove any awning, louver, balcony enclosure, window restrictor or other similar structure or apparatus installed by the Original Owner.

22.1 By-law 24.2 is a Council requirement and any variation or repeal of this by-law will be a contravention of the terms of the Development Approval.

22.2 An owner or occupier must keep all internal landscaping (including any water feature or irrigation system installed by an owner or occupier) and balconies clean, tidy and well maintained and repair or reinstate any common property damaged by the internal landscaping.

22.3 Should owners or occupiers fail to repair or reinstate common property in accordance with by-law 24.2 the Owners Corporation has the right to enter the lot and repair or reinstate the common property at the cost of the owner.

22.4 Balcony Use

i) Prohibitions

An owner or occupier of a lot must not:

- (a) store or keep any household goods or items on a balcony;
- (b) hang clothes, washing, bedding or towels on a balcony; or
- (c) install or keep an air-conditioning unit on a balcony if that air-conditioning unit would be visible from the public domain.

ii) Development consent

The owners corporation must not repeal or amend this by-law in a manner inconsistent with the conditions of the development consent.

22.5 The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

23 Landscaping

23.1 Where landscaping within lots reaches or extends into common property and is compatible with common landscaping on the common property, owners and occupiers must keep the planting consistent with the common property planting.

23.2 As a general rule, the theme of the landscaping throughout the Building is specified and approved by Council and the nature and seam of the landscaping should not be changed without Council approval.

24 Water on balconies

24.1 Owners and occupiers, when watering plants, washing windows or cleaning balconies must:

- (a) attempt to ensure that no water escapes from their balconies; and
- (b) not flush water or any waste down the balcony floor drain. These are designed to take minimal overflow only



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and are not for general drainage purposes or for overuse.

24.2 Owners and occupiers are responsible for any damage caused to any other person, property, common property or Building plant and equipment caused by any breach of this by-law.

25 Furniture and possessions on balconies

25.1 Owners and occupiers of lots must ensure that any furniture, barbeques, seating, dining settings, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony.

Without limitation:

- (a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;
- (b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;
- (c) any umbrellas used must be weighted at the base;
- (d) umbrellas must never be left up when balcony is not in use or in high winds; and
- (e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

25.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

25.3 Owners and occupiers may store and operate a portable barbecue on the balcony of a lot if:

- (a) it is a type approved according to by-law 27.4;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is covered when being operated; and
- (e) it is kept clean and tidy, provided owners and occupiers comply with by-law 27.5.

25.4 Owners and occupiers may store and operate the following types of portable barbecues on the balcony of a lot:

- (a) a covered kettle style portable barbecue;
- (b) a covered gas or electric portable barbecue; and
- (c) any other type approved by the Owners Corporation

25.5 Owners and occupiers must:

- (a) not store or operate a portable barbecue on the balcony of a lot if that portable barbecue has no cover;
- (b) only operate barbecues during the hours of 9.00am and 9.00pm or otherwise during hours approved by the Owners Corporation;
- (c) not permit smoke, odours or noise associated with the use of a portable barbecue on the lot to be emitted on to other lots in the Building to the extent which may cause a nuisance to other owners and occupiers in the Building.

26 Satellite dishes

Satellite dishes are not permitted on balconies or on any other part of a lot that is visible from outside the Building.

27 Vehicles



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Standard By-Law 27 was repealed by the Owners Corporation on 20/09/2022

28 Use of Car parking and Motorcycle Spaces

28.1 On-site car parking spaces, except car spaces for service vehicles and visitors, must only be used by occupants of the Building.

28.2 Owners and occupiers are not permitted to lease, licence or transfer ownership of any car parking space or motorcycle space to any person other than an occupant of the Building. An owner or occupier of a lot must not cause or permit a boat, trailer or unregistered vehicle to be parked (or remain parked), or any other item which the Owners Corporation considers may be hazardous, in a car parking space or motorcycle space and must immediately on demand of the Owners Corporation remove from the parcel any boat, trailer or unregistered vehicle so parked in breach of this by-law that is owned by them, is in their possession, or is under their control.

28.3 An owner or occupier must not install a bollard or other similar device within a car parking space or motorcycle space without the prior written approval of the Owners Corporation.

28.4 A motorcycle space must only be used for parking one motorcycle or scooter and that motorcycle or scooter must be currently registered, in good working order and actively used at least on a weekly basis.

29 Common property parking

Car wash bay

29.1 Owners or occupiers may use any designated car wash bay

- (a) between the hours of 7:00am to 10:00pm or other hours nominated by the Strata Committee; and
- (b) only for the purpose of washing cars.

29.2 When using the carwash bay, an owner or occupier must:

- (a) not unreasonably obstruct the use of the car wash bay by other owners and occupiers;
- (b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;
- (c) ensure any water plashing does not affect any adjoining car spaces;
- (d) turn off all taps used; and
- (e) leave the car wash bay clean and tidy. Visitor car spaces

29.3 An owner or occupier must not park their vehicle in a visitor car parking space.

29.4 A visitor may park a vehicle in visitor car parking space for a consecutive period of up to 12 hours at any one time only for the purpose of visiting an owner or occupier.

29.5 The visitor car parking spaces are to be maintained free of obstruction and are for the exclusive use of visitors.

30 Storage of Bicycles

30.1 An owner or occupier must not:

- (a) permit any bicycle to be stored in the common property except in designated areas; nor



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(b) permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the Owners Corporation from time to time, except for the purpose of accessing storage areas within the Building.

30.2 Owners and occupiers storing bicycles in designated storage areas do so at their own risk.

30.3 Bicycles that are in a state of disrepair must not be stored in any Bicycle Storage Area, or any other part of common property.

31 Roof Areas

31.1 The only access to roof areas is for cleaning/maintenance purposes by authorised personnel only.

31.2 Any person accessing the roof area with the authority of the Owners Corporation must adhere to any relevant access and safety requirements as issued by the Owners Corporation from time to time. At a minimum, these access and safety requirements should cover use of any access and safety systems installed within the Building and adherence to relevant occupational health and safety legislation or guidelines.

32 Moving furniture and other objects on or through common property

32.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the Building unless at least 2 business days' notice has first been given to the Strata Committee or any other delegate of the Strata Committee so as to enable protective covering to be installed in lifts, a lift key to be booked and to enable a representative to be present at the time when the owner or occupier does so.

32.2 All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:

- (a) via the Loading Bay;
- (b) without obstruction of any other person, property, or public way;
- (c) using only the lift that has been reserved and fitted with protective covering;
- (d) trucks must be suitable to enter the Loading Bay and may not park in any way as to impede orderly flow of traffic to and from the car park and Loading Bay or park on other common property; and
- (e) moves not booked in accordance with by-law 35.1 will be turned away until by-law 35.1 has been complied with.

32.3 Owners and occupiers are liable for any damage caused to any person, property or common property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured.

32.4 The Strata Committee is entitled to impose a requirement of payment of a bond (by deposit of cash or credit card details) to cover any injury or damage to any part of the Building or person or personal property during the moving of furniture and other objects through common property.

33 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

34 Damage to lawns and plants on common property



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34.1 An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

35 Damage to common property

35.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

35.2 An approval given by the Owners Corporation under by-law 39.1 cannot authorise any additions to the common property.

35.3 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or peep hole or other safety device for protection of the owner's lot against intruders, or
- (b) any structure or device to prevent harm to children.

provided that such structure or device complies with the relevant fire safety standards or code and the Owner provides the original owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert or other appropriately qualified person demonstrating that the screen, structure or device complies with the relevant fire safety standards or code.

35.4 Any such locking or safety device, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building. Any screen door or flyscreens must be colour matched to the relevant door, wall or window and such colour matching must be approved by the Owners Corporation prior to installation.

35.5 The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 39.3 that forms part of the common property and that services the lot; and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 39.3 that forms part of the common property and that services the lot.

35.6 The Owners Corporation may delegate any powers of approval under this by-law to the Strata Committee.

36 Apartment Entry Door Modifications

36.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

36.2 Alterations or modifications to apartment entry doors require prior approval in accordance with by law

36.3 If an Owner or Occupier applies to the Owners Corporation for consent under this by-law, that Owner or Occupier must provide the Original Owner or Owners Corporation, as the case may be, with a report signed by a qualified fire safety expert demonstrating that the proposed alterations or modifications to apartment entry doors will comply with the relevant fire safety standards and/or code.

37 Insect screens



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37.1 An owner or occupier must not install Insect Screens to an entry door to a lot. (excluding townhouses/terraces)

37.2 An owner or occupier may install Insect Screens which face the exterior of the Building so long as the Insect Screen is finished in a powdercoated finish and is the same colour as the window/door frame. Any enquiries in relation to the colour and finish should be directed to the Owners Corporation.

38 Behaviour of owners and occupiers smoking

38.1 Smoking on or within common property is prohibited. Owners and occupiers are responsible for the actions of their visitors and invitees and must make them aware of this prohibition.

38.2 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

39 Children playing on common property in Building

39.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

39.2 Owners and occupiers must not permit any child of whom the owner or occupier has control to make excessive noise on common property or within lots (eg open balconies) so as to disturb the peaceful enjoyment of other owners and occupiers.

40 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

41 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

42 Notice board

42.1 The Owners Corporation will maintain a notice board on Common Property for the purpose of communicating with you.

42.2 If the Owners Corporation posts a notice of a meeting of the Owners Corporation on the notice board you will



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be deemed to have received that notice within 48 hours of the time of its posting.

43 Lifts

43.1 The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all Building lifts installed within common property within the Building (Service Contract). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

43.2 The cost of the Service Contract for the Building lifts is payable by all lot owners on a unit entitlement basis.

43.3 Owners and occupiers must:

(a) not allow children to operate any lifts; and

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and

(c) take all reasonable steps to ensure that any invitees to or occupiers of their lots are aware of the requirements of and comply with this by-law.

43.4 If an owner or occupier damages a lift or any part of the common property, that owner or occupier is responsible for the costs of repair to the Owners Corporation.

44 Access to services and plant and equipment rooms

44.1 Section 122 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the Owners Corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122.

44.2 Owners and occupiers of lots must allow access to the Owners Corporation, the Strata Committee, its agents, employees or contractors access to their lots for the purpose of carrying out any necessary works or servicing of the Building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Strata Committee or the Strata Managing Agent must except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

45 Rules

45.1 The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the common property and the parcel.

45.2 The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.

45.3 The rules bind owners, occupiers and a mortgagee in possession of a lot.

46 Other service agreements

46.1 The Original Owner may enter into other service agreements for provisions of services and/or maintenance



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and repair of plant and equipment within the Building, whether it does so as a requirement of the Development Approval or for the good order and management of the Building.

46.2 The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the strata scheme.

47 Provision of Amenities or Services

47.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the lots, or to the owners or occupiers including.

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

47.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a lot or to an owner or occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47.3 The Owners Corporation may delegate entry of all or any service agreements to the Strata Committee.

48 Electronic service of notices

The Owners Corporation and all persons authorised by it is entitled to serve notices of meetings, levy notices and all communications by electronic means.

49 Embedded Network

49.1 The Owners Corporation has the power to appoint and enter into agreements with a supplier for the installation of an embedded electrical, solar and natural gas network for the supply of electricity, solar, broadband and natural gas to the Building for use in the hot water plant, internet services and gas cookers.

49.2 The Owners Corporation has the power to supply electricity, solar, broadband and natural gas to lots in the Building and may make arrangements with owners and occupiers of lots about paying for electricity, internet services and natural gas supplied under this by-law.

49.3 The Owners Corporation may enter into agreements with the electricity, solar, broadband and natural gas supplier during the initial period for the Building.

49.4 An Owner may enter into an agreement or agreements with a supplier for use of electricity, solar, broadband or natural gas through the embedded electrical, solar, broadband and natural gas networks.

49.5 If the Owners Corporation enters into an agreement with a supplier during the initial period for the Building:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or such other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the electricity, solar, broadband and natural gas supplier a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the



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electricity, solar, broadband and natural gas supplier that will be payable if the electricity, solar, broadband and natural gas supplier is not appointed by the Owners Corporation at the first annual general meeting.

49.6 If the Owners Corporation enters into an agreement with an electricity, solar, broadband and natural gas supplier after the initial period for the Building:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation (but not exceeding the maximum permitted by law); and
- (b) the pricing of the electricity, solar, broadband and natural gas supplier under the agreement may be as agreed by the Owners Corporation.

49.7 An agreement between the Owners Corporation and a electricity, solar, broadband and natural gas supplier must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the electricity, solar, broadband and natural gas supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Owners and Occupiers to opt out of purchasing electricity, solar, broadband and natural gas from the supplier and the process for opting out.

50 Absolution of Maintenance - Lot Fixtures & Fittings

Part 1 - Introduction and intent

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in the By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the owners corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.
- (c) Any items specified in this By-law that is afforded cover for damage due to an insurable event by the owners corporation insurance policy shall still be protected by that insurance.
- (d) At all times the owners corporation shall retain the maintenance responsibilities for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the owner's corporation responsibility, except where a lot owner has undertaken renovation within their lot that affects the waterproofed area/s
- (e) The By-law does not confer any right upon a lot owner to install any items listed in this By-law as a fixture or fitting of a lot.

Part 2 - Definitions

In this By-law, unless the context otherwise requires or permits:

- (i) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (ii) Lot means any lot in the strata plan
- (iii) Owner means the owner of the lot
- (iv) Owner Corporation means the owners corporation created by the registration of the strata plan
- (v) Internal Area means any areas within the envelope of a lot as defined by the strata plan
- (vi) Internal Pipe Work and Wiring means any pipe works or wiring that only services one lot, whether located on a common property or internal wall

In this By-law, unless the context otherwise requires

- (i) The singular includes plural and vice versa



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- (ii) Any gender includes the other genders
- (iii) Any terms in the By-law will have the same meaning as those defined in the Act and
- (iv) References to legislation includes references to amending and replacing legislation.

Part 3 - Terms and Conditions

In accordance with section 106(3) of the Act, the owners corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the strata scheme.

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to

- i) All cornices
- ii) All skirting boards
- iii) All architraves and internal door jams
- iv) Wall tiles wherever located, including kitchen, bathroom and laundries
- v) Floor tiles wherever located, including kitchen, bathroom and laundries
- vi) False ceilings
- vii) Mezzanines, stairs and handrails
- viii) All paintwork and wall paper
- ix) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry areas

All bathroom, ensuite and laundry fixtures and fittings, including but not limited to

- i) All taps and internal pipe works
- ii) Shower screens
- iii) Bathtub, including internal floor waste and drainage pipes
- iv) Sinks and hand basins including internal drainage pipes
- v) Cabinets and mirrors
- vi) Toilet pan, including cistern and internal waste pipes
- vii) All lights, light fittings and exhaust fans that only service the lot where located

3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to

- i) All taps and internal pipe works
- ii) All internal wastes and drainage pipes, including connection to the common stack
- iii) Bench tops
- iv) Sinks and insinkers
- v) Ovens, stoves and cook tops
- vi) All lights, light fittings, exhaust fans and rangehood that only service the lot, wherever located, including ducting and external ventilation points.

3.4 Flooring Coverings

- i) All carpet within the lot
- ii) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- iii) All floor boards, whether it is floating or fixed

3.5 Balcony/Courtyard Areas

- i) All tiles, pavers and decking
- ii) All handrails within the balcony or courtyard area
- iii) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the strata plan
- iv) All plants and grassed areas within the balcony or courtyard



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- v) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- vi) Fences that divided two lots
- vii) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical fittings and Appliances

- i) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- ii) All electrical sockets and wall plates
- iii) Ceiling fans
- iv) Smoke detectors that only service one lot
- v) Alarm System that only service one lot
- vi) Electrical main and sub-main that services only one lot including fuses wherever located
- vii) Individual garage door motors
- viii) Intercom, telephone, television, cable television and internet wall plates and cabling that only services one lot, wherever located
- ix) Split system and ducted air conditioning system, including condenser units and all associated equipment wherever located that only service one lot
- x) Electrical or gas hot water heaters and all associated equipment that only service one lot, wherever located
- xi) Any general appliances such as dishwasher, microwave oven, clothes dryer or other that is designed to only service the lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- i) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate the common entry doors and garage doors of the scheme
- ii) Automatic door closers
- iii) any locking device including mail box lock or door furniture installed on the front and back doors, balcony doors and windows of the lot, whether installed originally or subsequently by the lot owner All flyscreens and security screens/door fitted to the windows, doors and balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner

51 Access for Inspection of Fire Services

A) Definitions

- i) The following terms are defined to mean;

Agents means the strata managing agent, strata committee or any fire safety contractor or personnel engaged by the owners corporation, the Environmental, Planning and Assessment Regulation 2000 (NSW) or any Fire Safety measure listed on Fire Safety Certificate applicable to the strata scheme

Fines or Re-inspection fees includes any fines or charges imposed on the owners corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the owners corporation

Reasonable access means between the hours of 7.00am and 7.00pm Monday to Friday excluding public holidays

- ii) Where any terms used in this By-law are defined in the strata Management Act 2015, they will have the same meaning as those terms are attributed under that Act

B) Duties of Owners

In relation to the owners corporation responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 2015 the owner of a lot is responsible for ensuring the following;

- i) That where necessary the owners corporation or its agent have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment



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ii) That the occupants of the lot do not deny, obstruct or unreasonably delay access by the owners corporation or their agents for the purpose of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The owners corporation or their agents must provide the occupants of the lot with a minimum of seven (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause (B) above

D) Indemnity

i) The owner of a lot indemnifies the owners corporation against any loss or damage that the owners corporation may suffer from fines, re-inspection fees or any other costs that may be incurred by the owners corporation if access to the lot to conduct the necessary fire safety inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfil their obligations as provided in sub-clause (B)

ii) The owner of a lot indemnifies the owners corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the annual fire safety statement to issue.

E) Right to Remedy Default

If an owner, or occupier, or lessee of a lot fails to comply with this By-law, then the owners corporation may

i) Carry out all the necessary work to perform the obligation

ii) Enter upon any part of the parcel to carry out that work

iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

52 Alterations and additions to the Fire Door of a Lot

A) Definitions

i) The following terms are defined to mean

Fire Door of a lot means the common property entrance door to the lot in the strata scheme including all attached locks, door handles, door frames, door closers and other ancillary structures

Original Condition means the condition at the date of registration of the strata scheme

ii) Where any terms used in this By-law are defined in the Strata Scheme Management Act 2015, they will have the same as those words are attributed under that Act

B) Duties of Owners

i) Notwithstanding By-law No 5 of the strata scheme, an owner or occupier, or lessee of a lot must not replace or make any alterations or additions to the fire door that gives access to the owner's, or occupier's or lessee's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation and

Make any alterations or additions to a fire door that gives access to the owner's or occupier's or lessee's lot that is in breach of the fire regulations under the Building Code of Australia

C) Liability

i) An owner of a lot will be liable for any damage, alteration or addition made or caused to a fire door by the owner without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred.

ii) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a fire door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the fire door to its original condition immediately after it has occurred

D) Indemnity



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An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a fire door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this By-law, then the owners corporation may;

- i) Carry out all the necessary work to perform the obligation
- ii) Enter upon any part of the parcel to carry out that work
- iii) Recover the costs of carrying out that work as a debt from the owner of that lot by way of a levy charged to the lot.

53 Compensation to Owners Corporation

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 2015.

'works' means any repair, maintenance, replacement, refurbishment undertaken at the strata scheme or any penalty imposed by public authority on the lot

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

(i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

(ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.

(iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.

(iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged,

(v) caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner



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as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

54 Use of Facilities - Barbecue Area

An owner/resident/occupier shall:

a. not use the barbecue area, and surrounds between the hours of 8.00PM and 8.00AM eastern standard time or 9.00PM and 7.00AM daylight saving time; or

b. not illuminate any lights in the barbecue area or associated therewith between the said hours of 8.00PM and 8.00AM eastern standard time or 9.00PM and 7.00AM daylight saving time; or

c. not whilst using the barbecue area create any or allow any noise to be created which is likely to interfere with the peaceful enjoyment of the owners, residents or occupiers of other lots or common property in the strata scheme.

d. be responsible for the cleaning after use of the barbecue area, any damage to the common property and expenses incurred to the use of the barbecue area

e. ensure all the common power off after use of the barbecue area

f. not be more than 15 people (including the owner or occupier) at the same time.

g. Persons using the barbecue area, shall exercise caution at all times and shall not throw any rubbish or behave in any manner that is likely to interfere with the use of such facilities by other persons.

In relation to the use of the barbecue, an owner, resident or occupier of a lot shall ensure that their invitees do not use the same unless they or another owner, residents or occupier accompanies them that children are not in or around the barbecue area unless accompanied by an adult owner, resident or occupier exercising effective control over them;

h. In the event that an owner, resident or occupier of a lot use the barbecue area fails to comply with any matters set out in the terms and conditions referred to the above clauses (a) or (g) hereof then the Owners Corporation by delegation to the Strata Committee, the strata managing agent or the caretaker may terminate the right of the owner, residents or occupier to use the barbecue area immediately. Any costs incurred due to clause (d) will be recovered from the owners as a debt from the owners of the lot by way of a levy charged to the lot.

In relation to the use of the barbecue area, the Strata Committee of the Owners Corporation shall from time to time, in its absolute discretion, make a determination as to the maximum number of invitees of any one owner, resident or occupier to be permitted to use these areas at any one time.

55 Use of Facilities - Gym Room

An owner/resident/occupier shall:

a. not use the Gym room, and surrounds between the hours of 10.00PM and 8.00AM eastern standard time or 9.30PM and 7.00AM daylight saving time;

b. not use the gym room for any commercial activities regardless whether there is any pecuniary interest involved;

c. not whilst using the gym room create any or allow any noise to be created which is likely to interfere with the peaceful enjoyment of the owners, residents or occupiers of other lots or common property in the strata scheme.

d. be responsible for the cleaning after use of the gym room, any damage to the common property and expenses incurred to the use of the gym room

e. ensure all the common power off after use of the gym room

f. CHILDREN are not in or around the gym room;



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- g. No gym equipment is allowed to be taken away from the gym room
- h. Persons using the gym room, shall exercise caution at all times and shall not throw any rubbish or behave in any manner that is likely to interfere with the use of such facilities by other persons. In relation to the use of the gym, an owner, resident or occupier of a lot shall ensure that their invitees do not use the same unless they or another owner, residents or occupier accompanies them.
- i. In the event that an owner, resident or occupier of a lot use the gym room fails to comply with any matters set out in the terms and conditions referred to the above clauses (a) or (h) hereof then the Owners Corporation by delegation to the Strata Committee, the strata managing agent or the caretaker may terminate the right of the owner, residents or occupier to use the gym immediately. Any costs incurred due to clause (d) will be recovered from the owners as a debt from the owners of the lot by way of a levy charged to the lot.

56 Relocation of Motor Vehicle

the owners corporation of Strata Plan No 100414

prepare a motor vehicle Relocation Notice under reg 34 of the Strata Schemes Management Regulation 2016 (NSW) (called Relocation Notice) in respect of the vehicle on common property described in the Schedule;
place the Notice on or near the vehicle;
not earlier than five clear days after placement, move the vehicle in accordance with the Relocation Notice; and
When the owners details are known, recover all costs incurred by the owners corporation in the relocation such as towing costs, legal costs and strata management costs from the owner as a debt from the owner of the lot by way of a levy charged to the lot;

Schedule: Motor Vehicle Details:

Type.....

Colour.....

Registration No (if known)

Location on Common Property.....

57 Over Crowding

An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with following formula;

Maximum= 2 x bedroom

Where: Maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot (tenancy agreement), a clause in the tenancy agreement which has the effect of this by-law. This by-law does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

58 Minor Renovation

1. Intention

The intention of this By-law is

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6) (b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,



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- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a reverse cycle split system or ducted air-conditioning system,
 - i. Installing double or triple glazed windows,
 - j. Installing ceiling, wall or floor insulation,
 - k. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the time frames and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be Determined by the Owners Corporation at a general meeting.
- vi. the Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to



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ensure adequate sound proofing;

- b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
- ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
- iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
- v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made by the owners of the lot from which the damage results at no cost to the Owners Corporation; good
- vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;

- i. The supply of a Dilapidation Report prior to the commencement of the works,
- ii. The supply of additional expert reports relevant to the proposed works,
- iii. Payment of a Bond before commencement of the works,
- iv. Conditions surrounding noise and proposed times of work,
- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.

59 Agreement with the Building Manager

59.1 Purpose of the agreement

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for Prime Macquarie Park.

The Owners Corporation may exercise its power under this by-law 20 in its capacity as an owners corporation.

59.2 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

59.3 Agreement during the Initial Period



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The Owners Corporation may enter into agreements with a Building Manager during the Initial Period. If an Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period, the term of the agreement must not exceed two years (or such lesser maximum term as is prescribed by law).

59.4 Agreements after the Initial Period

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period determined by the Owners Corporation (acting reasonably) complying with the Management Act; and
- (b) the remuneration of the Building Manager under the agreement may be the amount determined by the Owners Corporation (acting reasonably).

59.5 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

59.6 Duties of the Building Manager

If permitted by law, the duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) coordinating the carrying out of Building Works;
- (f) managing the Security Key system and providing Security Keys according to the by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Prime Macquarie Park generally;
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Prime Macquarie Park; and
- (k) utilising the Building Manager's Amenities in conjunction with the Building Manager's duties.

60 Smoking Penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot 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.

61 Exclusive Use to Lot 502 Work

Purpose of By-Law

(1) This Special By-Law confers on the Owner Special Privileges to perform Works on their Lot and so much of the



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common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Works undertaken in accordance with the conditions in this Special By-Law.

Defined Terms and Interpretations

(2) Act means the Strata Schemes Management Act, 2015.

(3) Lot is Lot 502 on the Strata Scheme

(4) Owner means the owner or owners of the Lot from time to time in strata plan 100414.

(5) Special Privileges means the privilege to alter the storage area to the Lot by performing Works that affect that storage area.

(6) Works means the alterations to the storage area performed by the Owner (at the Owner's expense and to remain the Owner's fixture) as detailed below and shown on the attached Sketch Plan prepared by Cardno and dated 16 January 2020:

(a) Convert part of the storage area measuring 5.04m x 2.6m immediately adjacent to the existing carspace for use as a second carspace;

(b) leave an area at the rear measuring 1.0m x 2.6m for use as a storage area with the right to enclose the storage area to provide security for the Lot owner;

(7) In this Special by-law, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) any gender includes the other gender;

(c) any terms in the by-law will have the same meaning as those defined in the Act.

(d) references to legislation include references to amending and replacing legislation;

(e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and

(8) This Special by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by laws, this Special by-law will prevail.

(9) On the conditions as set out in this Special by-law, the Owners Corporation provides its consent to the Special Privileges granted to the Owner.

Conditions

Before the Works commence

Planning, Approvals and Certificates

(10) The Owner must, if required by law, obtain all necessary approvals for the Works from the relevant consent authority under the Environmental Planning and Assessment Act 1979 and any other relevant statutory authority whose requirements apply to the performance of the Works and provide a copy to the Owners Corporation;

(11) The Owner must, if required by law, obtain a construction certificate for the Works under Part 4 of the Environmental Planning and Assessment Act 1979 and any other documents or certificates which are required to permit the Works prior to commencement and will provide a copy of these documents and certificates to the Owners Corporation.

Specification of Works

(12) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the performance of the Works prior to commencing the Works, including but not limited to:



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- (a) further specifications of the Works;
- (b) details of the contractor performing the Works; and
- (c) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged for the Works which must include evidence of public liability cover for not less than \$10million in respect of any claim (if applicable).

Carrying out the Works

Compliance with Codes

(13) The Owner performing the Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(14) The Owner performing the Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation current at the time the Works are undertaken.

General Conditions

(15) While the Works are in progress the Owner of the Lot must:

- (a) ensure that the Works are performed in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant);
- (b) use duly licensed employees, contractors or agents to conduct the Works;
- (c) ensure that the Works are carried out expeditiously and with a minimum of disruption and inconvenience to other lots or their owners or occupiers;
- (d) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (e) protect all affected areas of the Building outside the Lot from damage relating to the Works and keep them clean and tidy;
- (f) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if it occurs the Owner must rectify the interference or damage within a reasonable period of time;

After the Works have been completed

(16) Immediately upon completion of the Works, the Owner must restore all other parts of the common property affected by the Works as nearly as possible to the state they were in immediately before the Works;

(17) The Owner will apply to the Owners Corporation for, and the Owners Corporation will provide, an additional remote control for the second car space at the cost and expense of the Owner.

Owner's Enduring Obligations

Maintenance and Repair

(18) The Owner must, at the Owner's expense:

- (a) Properly maintain the Works and keep them in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Works; and
- (b) Properly maintain the common property that will be altered or added to by the Works and occupied by the Works and keep that common property in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in that common property.

(19) If the Owner removes the Works or any part of the Works made under this by law the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible.



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Liability and Indemnity

(20) The Owner indemnifies the Owners Corporation against:

- (a) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Works;
- (b) Any amount payable by way of increased premiums by the Owners Corporation as a direct result of the Works; and
- (c) Any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Works.

(21) To the extent that section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works performed under this Special By-law.

Repair of Damage

(22) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Works no matter when such damage may become evident.

(23) Any loss or damage suffered by the Owners Corporation as a result of making and using the Works, including failure to maintain, renew, replace or repair the Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

Breach of By-law

(24) The Owners Corporation reserves the right to replace or rectify the Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Special By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Costs of this By-Law

(25) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this Special By-law. The Owners Corporation may refuse to execute any document relating to the registration of this Special By-law until such time as the Owner pay those costs.

62 Keeping of Animal

62.1 Subject to section 139(5) of the Management Act, an owner or occupier of a lot may only keep the following within a lot:

- (a) desexed cat/s, and/or
- (b) small dog/s (not to exceed 10-12kg in weight when fully grown); but a maximum of 2 four-legged animals can be kept; and/or
- (c) small caged bird/s, and/or
- (d) fish kept in a secure aquarium on the lot.

The written approval of the Owners Corporation must be obtained before any owner or occupier will be permitted a variation on these restrictions. The Owners Corporation may delegate authority to vary these restrictions to the Strata Committee.

62.2 If an owner or occupier of a lot keeps any cat or dog on the lot then the owner or occupier must:

- (a) notify the Strata Committee that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property or keep it on a lead, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by



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the animal.

Rules

62.3 If an owner or occupier is permitted under these by-laws to keep an animal then the owner or occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that owner or occupier's lot; and
- (b) must ensure that, when on any other part of the common property the animal is accompanied by the owner or occupier; and
- (c) is liable to the owners and occupiers of other lots and each other person lawfully on the common property for:
 - (i) any noise which is disturbing to an extent which is unreasonable; and
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
- (d) is responsible for cleaning up after the animal anywhere on the common property; and
- (e) is liable to the Owners Corporation for any damage to the common property caused by the animal or for any cleaning expenses where the owner or occupier has failed to clean up after the animal; and

62.4 No Excluded Dog is permitted within a lot or common property at any time.

62.5 This by-law applies to any owner, occupier or visitor to the Building.

63 Special By-Laws Furniture and possessions on balconies

63.1 Owners and occupiers of lots must ensure that any furniture, barbeques, seating, dining settings, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:

- (a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions and generally be of a quality and style in keeping with the quality and style of the Building;
- (b) all furniture must have suitable acoustic padding on legs so as to minimise excessive or offensive noise when being used or moved;
- (c) any umbrellas used must be weighted at the base;
- (d) umbrellas must never be left up when balcony is not in use or in high winds; and
- (e) all portable items (towels, toys, utensils should be removed from balcony or stored securely) when the balcony is not in use.

63.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies.

63.3 Owners and occupiers may store and operate a portable barbecue on the balcony of a lot if:

- (a) it is a type approved according to by-law 25.4;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is covered when being operated; and
- (e) it is kept clean and tidy, provided owners and occupiers comply with by-law 25.5.

63.4 Owners and occupiers may store and operate the following types of portable barbecues on the balcony of a lot:

- (a) a covered Gas style portable barbecue;
- (b) a covered Electric style portable barbecue; and
- (c) No charcoal, woodfired or similar devices are permitted

63.5 Owners and occupiers must:

- (a) not store or operate a portable barbecue on the balcony of a lot if that portable barbecue has no cover;
- (b) only operate barbecues during the hours of 9.00am and 9.00pm or otherwise during hours approved by the



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Owners Corporation;

(c) not permit smoke, odours or noise associated with the use of a portable barbecue on the lot to be emitted on to other lots in the Building to the extent which may cause a nuisance to other owners and occupiers in the Building.

A About the by-laws

Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies a lot.

Who must comply with the by-laws?

Owners and occupiers must comply with the by-law. The Owners Corporation must comply with the by-laws.

B Common Property Rights By-Laws (if any)

Purpose of the Common Property Rights By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing common property, the Common Property Rights By-Laws make owners responsible for the common property of which they exclusively use or have the benefit.

Interpreting this section

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

How to change a Common Property Rights Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

Repairing damage

You must repair damage you cause (or a visitor or someone acting on your behalf causes) to common property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.



By-Laws

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Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

Additional insurances

In addition to your obligations under by-law 14, you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property.

The Following are the Special By-laws registered with the scheme.

1 Recovery of Administrative Costs

Registration Date: 02/12/2022

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above,

Report Date: 4th March 2025



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all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

2 Enforcement of By-Laws

Registration Date: 12/05/2023

Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

- a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
- b) The Owners Corporation may enforce a By-Law by legal means.
- c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
- d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
- e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
- f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach

Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
- b) A fee of \$100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.



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Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

3 Lot Owner Charges

Registration Date: 12/05/2023

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):

I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.

II. Administrative Fees imposed to arrange afterhours emergencies.

III. By-Law Breaches

IV. Fines for the late submission of the A.F.S.S.

V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).

VI. Security key and key fob/swipe Administration Fees

VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.

VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.

b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.

c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law



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pursuant to section 86 of the Act.

e) All monies recovered by the Owners Corporation shall form part of the Fund to which the relevant contribution belongs.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the Owner/s of the Lot.

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

4 Wheel Clamping By-Law

Registration Date: 12/05/2023

PART 1 GRANT OF POWER

1. In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this by-law:

(a) The power to regulate the use of Common Property and the Visitor Parking Area for parking of motor or other vehicles;

(b) The power to wheel clamp an Owner's, Occupier's or Visitor's motor or other vehicle parked or left in contravention with this by-law;

(c) The power to install cameras for twenty four hour video surveillance;

(d) The power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this by-law; and

(e) The power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the Scheme or wheel clamped.

PART 2 DEFINITIONS & INTERPRETATION

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

(a) Act means the Strata Schemes Management Act, 2015 (NSW).

(b) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.

(c) Building means the building situated at 17 Hanna Street, Potts Hill.

(d) Car Parking Area means the car parking area of the scheme including the Visitor Parking Area.

(e) Common Property means the common property comprised in strata plan registration no. 100414.

(f) Council means Canterbury-Bankstown Council,

(g) Executive Committee means the executive committee of the Owners Corporation.

(h) Lot means any lot in strata plan 100414.

(i) Occupier has the meaning given to it under the Act.

(j) Owner means the owner of the Lot.

(k) Owners Corporation means the owners corporation created by the registration of strata plan registration no.100414.

(l) Scheme means the strata scheme relating to strata plan number 100414.

(m) Visitor means a bona fide guest or invitee of an Owner or Occupier, but does not include an Occupier.



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(n) Visitor Parking Area means any area designated for parking in the Scheme not comprising part of the Lot.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

2.3 Where a term of this by-law contradicts the by-laws filed with the Scheme then this by-law will prevail to the extent of that contradiction.

PART3 CONDITIONS

3.1 The Owner or Occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the Common Property and/or upon the Visitor Parking Area at any time, except with the written approval of the Owners Corporation.

3.2 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Common Property (excluding the Visitor Parking Area and in accordance with this by-law) at any time.

3.3 The Owner or Occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Visitor Parking Area for more than 24 hours and in anyone week, except with the written approval of the Owners Corporation. For the avoidance of doubt, no overnight parking is permitted in the Visitor Parking Area or elsewhere on the Common Property except with the prior written approval of the Owners Corporation.

3.4 The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle upon the Common Property or upon the Visitor Parking Area under clauses 3.1, 3.3, 3.5 or 3.6.

3.5 The Owner or Occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the Common Property at any time, except with the prior written approval of the Owners Corporation.

3.6 The Owner or Occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:

- (a) park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) consecutive hours; or
- (b) repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the Owners Corporation.

3.7 The Owners Corporation or Executive Committee, for the purpose of the control, management and use of the Common Property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other Common Property, may:

- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area;
- (b) remove any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law;
- (c) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law;
- (d) install cameras for twenty four hour video surveillance;
- (e) install signage on the Common Property or the Visitor Parking Area advising of the effect of this by-law and limitations on the standing/parking of motor or other vehicles;
- (f) place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the Common Property or the Visitor Parking Area in contravention of this by-law or any resolution of the Executive Committee under this by-law; and
- (g) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the Common Property or the Visitor Parking Area.

3.8 The Owner or Occupier releases the Owners Corporation, to the extent permitted by law, for any incident causing injury or death while on the car Parking Area or theft or damage to any vehicle or property left inside or outside the vehicle parked on the Car Parking Area as a result of the use of the car Parking Area.



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3.9 If the Executive Committee erects signage regulating the parking or standing of motor or other vehicles in or on the Common Property or the Visitor Parking Area, every Owner and Occupier of a lot must abide by those signs and must procure that their tradespersons, contractors and Visitors abide by those signs, in default of which, the Owner or Occupier of the lot responsible for or in connection with its or its Visitor's breach of this by-law, will be liable to pay the costs of the Owners Corporation in enforcing this by-law.

PART4 ENDURING OBLIGATIONS

An Owner or Occupier:

- (a) must comply with the terms of this by-law and any approval or directions of the Owners Corporation or the Executive Committee given under this by-law in respect of parking upon the Common Property and the Visitor Parking Area;
- (b) must not make excessive noise whilst entering or leaving the Car Parking Area;
- (c) must make good any damage caused by the parking of the vehicle in the Car Park Area;
- (d) must ensure that if they damage another vehicle in the Car Park Area, the owner of the vehicle is notified accordingly;
- (e) must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this by-law;
- (f) agrees that by parking a vehicle (or allowing a vehicle to be parked) upon the Common Property and/or upon the Visitor Parking Area in contravention of this by-law or any signage at the Scheme, that Owner or Occupier consents to the removal or wheel clamping of the vehicle under the terms contained in Part 3 of this by-law and Sections 651B and 651C of the Local Government Act, 1993 (NSW); and
- (g) who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the Common Property and/or upon the Visitor Parking Area in contravention of this by-law, such motor or other vehicle being subsequently removed or wheel clamped under Part 3 of this by-law hereby:
 - i. indemnifies and keeps indemnified the Owners Corporation for the costs incurred by the Owners Corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;
 - ii. agrees that an agreement pursuant to section 651C(2)(d) of the Local Government Act 1993 (NSW) has been made and is in force; and
 - iii. Indemnifies and shall keep indemnified the Owners Corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under Part 3 of this by-law.

PART 5 DEFAULT BY OWNER

- 5.1 The Owners Corporation may recover from the Owner or Occupier all costs associated with administering the policy expressed in this by-law.
- 5.2 Any payment required by the Owners Corporation in accordance with this by-law becomes due and payable to the Owners Corporation in accordance with the decision of the Owners Corporation to require that payment.
- 5.3 Any payment required from an Owner or Occupier may be recovered in a court of competent jurisdiction as a debt.
- 5.4 The Owners Corporation may levy a payment by serving written notice of the charge payable by that Owner on that Owner.
- 5.5 A charge if not paid at the end of one month after it becomes due and payable it shall bear, until paid, simple interest at an annual rate of ten percent (10%).
- 5.6 The Owners Corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

5 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 17/04/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme

Report Date: 4th March 2025



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by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms

2.1 An owner or occupier must not trigger a false fire alarm.

2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:

2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;

2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or

2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.

2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:

2.3.1 trigger a false fire alarm; or

2.3.2 carry out any works to which clause 2.2 applies, and:

2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and

3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its costs or damages flowing from that breach, including:

3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;

3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;

3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;

3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;

3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Schedule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:

5.3.1 is required to attend the strata scheme; and

5.3.2 charges the Owners Corporation a fee for that attendance.



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5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 Legislation means the Strata Schemes Management Act and all other related legislation.

5.6 lot means a lot in the strata scheme.

5.7 occupier means an occupier of a lot in the strata scheme.

5.8 owner means an owner of a lot in the strata scheme.

5.9 person responsible means, at the Owners Corporation's discretion:

5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or

5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.11 SSMA means the Strata Schemes Management Act 2015.

5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

6 Recovery of Tenant Related Costs

Registration Date: 17/04/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers

2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:

2.1.1 The name of the Tenant;

2.1.2 The address for service of the Tenant;

2.1.3 The date of commencement of the lease; and

2.1.4 The name of any letting agent acting for the owner in respect of that lease.

2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:

2.2.1 An Australian mobile phone number for the Tenant; and

2.2.2 An email address for the Tenant.

2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.

2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.

3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal



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fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire

5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 lot means a lot in the strata scheme.

5.6 Tenant means a person who is a tenant or sub-tenant at a lot.

5.7 owner means an owner of a lot in the strata scheme.

5.8 person responsible means, at the Owners Corporation's discretion:

5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or

5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.10 SSMA means the Strata Schemes Management Act 2015.

5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

7 Levying of Debt Collection Expenses

Registration Date: 17/04/2024

PART 1 - Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.



By-Laws

Strata Plan 100414 **5 MIDJUBURI LANE KOGARAH**

PART 2 - Definitions & Interpretation

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

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

- (i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

8 E-Charging By-Law

Registration Date: 04/03/2025

1. Introduction

The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme

Report Date: 4th March 2025



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by setting out requirements around e-charging and e-bikes.

2. Installation of e-chargers

2.1 Any installation of an e-charger requires the approval of the owners corporation.

2.2 Any owner may install an e-charger within their lot (including the internal part of that lot or the car space or garage), subject to the terms of this by-law.

2.3 Any electrical work for an e-charger approved for the purposes of section 110(3)(d) of the SSMA will be approved, subject to the terms of this by-law.

3. Liability

3.1 Any installation of an e-charger must be carried out in a competent and proper manner.

3.2 Any owner who installs or uses an e-charge or keeps an e-bike on any part of their lot or the common property:

(a) Must ensure that any damage caused to another lot or any part of the common property from the installation or use of the e-charger or the keeping or use of their e-bike is repaired at that owner's cost;

(b) Is liable for the reasonable cost of rectification of any damage caused to the common property or any part of another lot as a result of that installation, use or keeping; and

(c) Indemnifies the owners corporation in respect of the reasonable cost of rectification of any such damage, and The owners corporation may recover the reasonable cost of rectifying any such damage from that owner as a debt.

3.3 Any costs of rectifying damage recoverable by the owners corporation under this by-law must be reasonable and in the event of a dispute over the extent of those costs, the court or a qualified person to whom either party refers the dispute may assess the reasonableness of those costs.

4. Lot Insurance

4.1 To the extent possible at law, it is a requirement that the owner must, prior to installing or using an e-charger or keeping or using an e-bike or e-scooter, obtain a public liability and damage insurance policy for that lot (Lot Insurance), which Lot Insurance must include cover for the risks referred to in clause 3.2(a).

4.2 To the extent an owners corporation can require an owner to effect the Lot Insurance, the owner must keep that Lot Insurance in effect whilst the e-charger remains in place and in use, and while any e-bike is kept or used within the parcel.

5. Owners Corporation Insurance

5.1 The owners corporation may notify its insurer of the installation and use of the e-charger and the keeping and use of the e-bike.

5.2 It is a condition of the installation or use of an e-charger and the keeping and use of an e-bike that if that installation or use within the parcel results in an increase in the owners corporation's insurance premium, then:

(a) The owner of that lot must pay that extra amount of the premium; and

(b) The owner consents to his or her contributions being increased to reflect that extra amount of the premium.

5.3 Whilst an Owner has Lot Insurance in place, the owners corporation will waive its rights under clause 5.2.

6. Recovery

6.1 A debt will, if not paid within a month of (Interest Start Date):

6.1.1 sending the invoice to the owner; or

6.1.2 otherwise notifying the owner of the debt,

Bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

6.2 The owners corporation may recover from the owner all of its reasonable expenses of recovering a debt.

6.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

7. Interpretation

In this by-law:

7.1 common property means the common property for this strata scheme.

7.2 debt means any reasonable amount payable to or recoverable by the owners corporation under this by-law,



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including under clause 3.2 or 5.2, as well as any interest or reasonable recovery costs referred to in clause 4.

7.3 e-bike means any form of electronic, or chargeable, or battery-operated bicycle, scooter, skateboard or other vehicle which conveys people.

7.4 e-charger means a power point, or access point, or other mechanism for charging an e-bike.

7.5 lot means a lot in the strata scheme.

7.6 owner means an owner of a lot in the strata scheme.

7.7 SSMA means the Strata Schemes Management Act 2015.

7.8 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

7.9 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.

7.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

9 WH&S Policy

Registration Date: 04/03/2025

1. Introduction

The purpose of this by-law is to set up and record the owners corporation's WHS Policy if an Serious Event occurs.

2. Policy

2.1 If any Owner or Occupier is aware of a Serious Event, or has constructive knowledge of a Serious Event, they must immediately report the Serious Event to:

(a) The Strata Manager; and

(b) If the owners corporation has a Building Manager, the Building Manager (as well).

2.2 Upon becoming aware of a Serious Event, the owners corporation must take the following steps (Steps), as soon as possible, or require that its Strata Manager or Building Manager take those Steps as soon as possible:

(a) Engage a consultant to carry out an immediate Risk Assessment;

(b) If there is any obvious risk or risk identified in that Risk Assessment:

(1) take the relevant common property out of service immediately, if that is recommended in the Risk Assessment, or reasonably required before receiving the Risk Assessment; and

(2) post signage, and send an email to every Owner and Occupier, to the effect that the damaged common property is not to be touched or operated until it is fully repaired or replaced or has been deemed safe by a competent person.

(c) Implement measures to keep persons away from the damaged common property, such as temporary barricades, exclusion zones and warning signs.

(d) Develop and implement a safe work method statement or safe work procedure for any altered operation of any damaged common property still able to be used;

(e) Engage a competent person to repair or replace the damaged common property as soon as possible;

2.3 The owners corporation must also do the following, until the Steps are complete:

(a) If it requires its Strata Manager or Building Manager to take those Steps, follow up that Strata Manager or Building Manager as soon and as often as the circumstances require; and

(b) If it engages a consultant or tradesperson, follow up that consultant or tradesperson as soon and as often as the circumstances require.

2.4 If the owners corporation directs or requires its Strata Manager or Building Manager to take the Steps, that Strata Manager or Building Manager must follow up any consultant, tradesperson or other person it engages as soon and as often as the circumstances require.

2.5 The owners corporation acknowledges that any work the Strata Manager or Building Manager carries out under a direction given in this by-law is likely to incur additional fees to the owners corporation, calculated in accordance with the relevant agreement in place at the time.



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3. Interpretation

In this by-law:

3.1 Building Manager means any person or company appointed as the owners corporation's building manager under Part 4 of the SSMA.

3.2 common property means the common property for this strata scheme.

3.3 lot means a lot in the strata scheme.

3.4 Occupier means any occupier of a lot.

3.5 Owner means an owner of a lot in the strata scheme.

3.6 Risk Assessment means a risk assessment addressing the risk to any person or property arising from the Serious Event, carried out by a suitably qualified consultant.

3.7 Serious Event means any event or happening, whether through someone's fault, or by accident, or through wear and tear, or by any other means, whereby common property is damaged or compromised so that:

(a) there is any foreseeable risk of collapse of any part of the building, or any structure;

(b) there is any foreseeable risk of further damage to common property or lot property as a result of that Serious Event;

(c) there is any foreseeable risk of possible injury or death to any owner, occupier or invitee (including employees);

3.8 SSMA means the Strata Schemes Management Act 2015.

3.9 Steps means the steps set out in clause 2.2.

3.10 Strata Manager means any person or company appointed as the owners corporation's strata manager under Part 4 of the SSMA.

3.11 WHS Policy means a policy under the Work Health Safety Act 2011.

3.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

3.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.

3.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

10 Minor Renovations By-Law

Registration Date: 04/03/2025

1. Intention

The intention of this By-law is;

i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,

ii. Define what Minor Works may be approved by the committee,

iii. Provide owners with an application process to have their Minor Works approved,

iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).

ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;

a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)

b. Renovating any other room within a lot (not including structural works)

c. Changing or installing recessed light fittings,

d. Installing or replacing wood or other hard floors,

e. Installing or replacing wiring or cabling or power or access points,

f. Work involving reconfiguring walls,



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- g. Installing or replacing pipes and duct work,
- h. Installing a rainwater tank,
- i. Installing a clothesline,
- j. Installing a reverse cycle split system or ducted air-conditioning system,
- k. Installing double or triple glazed windows,
- l. Installing a heat pump or hot water service,
- m. Installing ceiling, wall or floor insulation,
- n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
- o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
- p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
- q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
- vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
- viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.



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- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,
 - vi. Conditions surrounding access to common property for trades, equipment and vehicles.
 - vii. Any other matter relevant to the application.

11 Enhanced Security & Communication By-Law

Registration Date: 04/03/2025

1. Introduction

The purpose of this by-law is to assist the owners corporation to enhance Security and provide better communication tools for the Owners Corporation

2. Parking area, Ground Level Common Property and Lobby works

2.1 An owner or occupier must not park on or in the parking space forming part of another owner's lot, without that other owner's prior written approval.

2.2 The owners corporation may install and has specially resolved to install and use:

- (a) CCTV on the common property, or additional CCTV, including around the basement garage, playground area, water feature, building 1 pathway and in precise locations determined by the strata committee, and the number of which is to be determined by the strata committee;
- (b) A number plate recognition system, to allow for efficient entry into the building's secure car parking area without needing to use an access card;
- (c) Digital screens in the common foyer areas, to provide information to occupiers and visitors, or for such other purposes as the strata committee determines;
- (d) Parcel lockers in common foyer areas, for the storage and receipt of parcels; and
- (e) Signage.

2.3 Having approved their installation and use by special resolution, the owners corporation delegates to the strata committee the power to decide:

- (a) The type of CCTV camera, how many CCTV cameras to install and where to install them;
- (b) Which number plate recognition system to use, how to install it and how it will be used;

Report Date: 4th March 2025



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- (c) The type of digital screen to install, where they are to be installed and how many to install, as well as what information to show on those digital screens. The building manager and strata manager are authorised to operate those digital screens;
- (d) The type of parcel lockers to install, where they are to be installed, how many to install, and rules governing how they are to be used. The Building Manager will have control of the parcel lockers and their use.
- (e) To disable the intercom system and access at the main garage door entry on Midjuburi Lane and will make good that area as needed.
- (f) They type, number and location of Signage, and what is to be written on it;
- 2.4 The footage recorded by CCTV cameras is to be stored and used as follows:
- (a) The strata committee is delegated the power to decide how, by whom and for how long CCTV footage is kept or stored, including the authority to pay a reasonable amount to engage a 3rd party to assist with that storage;
- (b) The Viewing Group may access and view the CCTV footage at any time, but must keep the viewing and release of it between themselves, and must not release it publicly, except where one of the Exemptions applies. The Viewing Group must not discuss any CCTV footage with anyone outside the Viewing Group unless an Exemption applies;
- (c) The CCTV footage may only be released to 3rd parties where an Exemption applies, and the release has been approved by one or more of:
- (1) the strata manager; or
 - (2) the building manager; or
 - (3) a majority of the strata committee in writing.
- (d) The building manager and strata manager are delegated the power to keep the NPRS Details. The building manager and strata manager may use that information to assist the use of the number plate recognition system, and must not release it to a 3rd party unless one off the Exemptions applies;
- (e) The Exemptions, where CCTV footage and NPRS Details may be released to 3rd parties outside the Viewing Group with, are as follows;
- (1) The CCTV footage may be used as evidence in legal proceedings, in NCAT or a court of competent jurisdiction;
 - (2) To issue a notice to comply or for legal proceedings for breach of a notice to comply, under ss 146-147 of the SSMA;
 - (3) Where the Police request it, including where they suspect a crime may have been committed;
 - (4) Where the Viewing Group or an occupier requests the footage for use in legal proceedings or where he/she reasonably suspects a crime may have been committed. In both cases, the occupier must make an application to the strata manager or the strata committee for release of the CCTV footage and must in that application include sufficient details and evidence to justify the request.

3. Interpretation

In this by-law:

- 3.1 CCTV means closed circuit television, installed on the common property, around the parking area, and other areas determined by the owners corporation.
- 3.2 Exemptions means an exemption to the privacy requirements around CCTV footage and NPRS details, as set out in detail in clause 2.6(e).
- 3.3 NPRS details means information held on the number plate recognition system, to permit automatic entry into the parking area by recognition of a car's number plate, which includes which car is used by which occupier.
- 3.4 occupier means an occupier of a lot in the strata scheme, including any tenant, and includes owners.
- 3.5 owner means an owner of a lot in the strata scheme.
- 3.6 Signage means signs notifying owners, occupiers and invitees of the existence of CCTV cameras and other Works, including that the CCTV footage is being stored.
- 3.7 SSMA means the Strata Schemes Management Act 2015.
- 3.8 Viewing Group means the strata committee and its officers, the strata manager and the building manager.
- 3.9 Works means any or all of the works described in clause 2.3(a)-(e).
- 3.10 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the SSMA.
- 3.11 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to



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the extent of that conflict.

12 Installation of Bollards & Management of Visitor Parking By-Law (Common Property & All Lots)

Registration Date: 04/03/2025

1. Introduction

The purpose of this by-law is approve the installation of bollards in parking spaces by owners and the owners corporation and put a process in place to manage the Visitor Parking Area of the Complex.

2. Common Property Bollards

2.1 The owners corporation may and has resolved and determined to install up to 50 Bollards in Visitor Spaces and to implement a program to manage the Visitor Parking Area.

2.2 If an owner or occupier wishes for their Visitor to use a Visitor Space, they must make arrangements with the Building Manager to utilise these spaces. The Building Manager must allow Visitors to use Visitor Spaces and must adjust the Bollards as needed to allow for this.

3. Bollards in lot car spaces

3.1 Each owner may and has a special privilege to carry out Works in and contiguous to their lot's car space.

3.2 Prior to commencing any Works, each owner must:

(a) give at least 14 days' notice; and

(b) provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.

3.3 During any Works, an owner must:

(a) ensure the Works are carried in a competent and proper manner, and by qualified and licensed tradesmen;

(b) cause as little disruption as possible to other occupants of the strata scheme;

(c) only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays; and

(d) comply with any reasonable directions of the owners corporation in relation to removal of debris, vehicular access, transportation of materials and equipment and protection of the building.

3.4 Each owner must properly maintain and keep in a state of good and serviceable repair their lot's Works, including all common property forming part of or altered by the Works.

3.5 Each owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their lot's Works or the existence of a Bollard on their lot.

3.6 Each owner must at his or her cost promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of their lot's Works.

4. Interpretation

In this by-law:

4.1 Bollard means a post installed in a car space to prevent other cars from entering that car space, of a size, material and style suitable for that space.

4.2 Building Manager means a person appointed as building manager under Part 4 Division 4 of the SSMA, or if that Building Manager is not appointed or available, the scheme's strata manager or a strata committee member who is authorised (by resolution at a strata committee meeting) to carry out the functions given to the Building Manager under this by-law when the Building Manager is not available.

4.3 lot means a lot in the strata scheme;

4.4 occupier means a person who resides at the strata scheme and includes owners who reside at the scheme;

4.5 owner means the owner of a lot for the time being;

4.6 Visitor means visitors of owners and occupiers;

4.7 Visitor Space means part of the common property designated for parking by Visitors;

4.8 Works means the installation of a Bollard and where relevant, Works means the Works carried in or contiguous to a particular owner's lot;



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4.9 SSMA means the Strata Schemes Management Act 2015;

4.10 Works means the installation of a Bollard;

4.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the SSMA; and

4.12 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

BL27 Parking By-Law amended as follows:

Registration Date: 02/12/2022

1. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and

(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

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

An owner or occupier of a lot must:

(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,

(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),

(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act



By-Laws

Electronic signature of me, Andrew Tunks,
affixed by me, on 04/03/25 at 11:50 AM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 100414 **5 MIDJUBURI LANE KOGARAH**

unreasonably when doing so), and

(iii) recover as a debt from the owner or occupier in breach of this by-law:

(A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and

(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").

(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(a) rectify the breach, and/or

(b) to the extent permitted by law, recover from the owner or occupier as a debt:

(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and

(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").

(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this bylaw.

10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

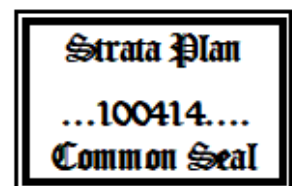
(a) the owner's account with the owners corporation;

(b) levy notices given to that owner; and

(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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

(A) TORRENS TITLE

For the common property
CP/SP 100414

(B) LODGED BY

Document
Collection
Box

573X

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265
HURSTVILLE BC NSW 1481

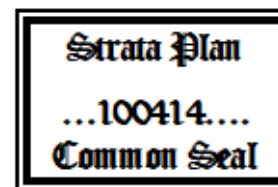
E-mail admin@netstrata.com.au Contact Number 1300 638 787

Customer Account Number 123421L Reference 100414

CODE

CH

- (C) The Owner-Strata Plan No. 100414 certify that a special resolution was passed on 12/2/2025
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 8,9,10,11,12
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (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. 100414 was affixed on 4/3/2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:
- Signature : Andrew Tunks **Electronic signature of me, Andrew Tunks, affixed by me, on 04/03/25 at 11:50 AM**
Property & Stock Agent Act 2002 Licence No 1361054
- Name : ANDREW TUNKS - NETSTRATA
- Authority : Appointed Managing Agent

Signature : _____

Name : _____

Authority : _____

Owners Corporation Consent

Strata Scheme No 100414

Date 4 March 2025

CP/SP 100414

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 100414

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 100414 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws
Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 100414 was affixed on 04/03/25 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent

Electronic signature of me, Andrew Tunks, affixed by me, on 04/03/25 at 11:50 AM

Property & Stock Agent Act 2002 Licence No 1361054

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

13 June 2025

Our Ref: Certificate No. 83571
Contact: Customer Service 1300 581 299

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

Council: Bayside
County: Cumberland
Parish: St George

Fee: 69.00
Receipt No: 5889269
Receipt Date: 13 June 2025
Your Ref: 20251605JH:102294

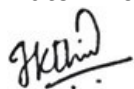
PROPERTY: 301/11 GARRIGARRANG AVENUE, KOGARAH NSW 2217

Lot 211 SP 100414

FI-0211

Assessment No: 89798

Date: 13 June 2025



For
Meredith Wallace
General Manager

Rockdale Customer Service Centre
444-446 Princes Highway
Rockdale NSW 2216, Australia
ABN 80 690 785 443

Eastgardens Customer Service Centre
Westfield Eastgardens
152 Bunnerong Road
Eastgardens NSW 2036, Australia
ABN 80 690 785 443

T 1300 581 299 | 02 9562 1666
E council@bayside.nsw.gov.au
W www.bayside.nsw.gov.au

Postal address: PO Box 21, Rockdale NSW 2216



Telephone Interpreter Services - 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمه الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

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Notes: (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and development control plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Bayside Local Environmental Plan 2021

State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Housing) 2021
State Environmental Planning Policy	(Biodiversity and Conservation) 2021
State Environmental Planning Policy	(Resilience and Hazards) 2021
State Environmental Planning Policy	(Transport and Infrastructure) 2021
State Environmental Planning Policy	(Industry and Employment) 2021
State Environmental Planning Policy	(Resources and Energy) 2021
State Environmental Planning Policy	(Primary Production) 2021
State Environmental Planning Policy	(Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy	(Planning Systems) 2021
State Environmental Planning Policy	(Sustainable Buildings) 2022

Bayside Development Control Plan 2022

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

State Environmental Planning Policy	(Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023
State Environmental Planning Policy	Explanation of Intended Effect Amendments to the: State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for outdoor dining on private land and at registered clubs; and Standard Instrument – Principal Local Environmental Plan 2006 to include a new floor space bonus clause for new developments to include music venues
Explanation of Intended Effect	Changes to Deter Illegal Tree and Vegetation Clearing

Explanation of Intended Effect: Improving Planning Processes to Deliver Infrastructure Faster

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms, which propose changes to:

- *State Environmental Planning Policy (Transport and Infrastructure) 2021* (T&I SEPP); and
- *State Environmental Planning Policy (Planning Systems) 2021* (Planning Systems SEPP).

Proposed changes to the T&I SEPP

Changes are proposed to the following sections of the T&I SEPP:

Educational establishments; Health services facilities; National Parks and Wildlife Service Land; Electricity generating works and solar energy; Greater Sydney Parklands; Emergency services facilities; Water treatment facilities; Water storage facilities; Infrastructure in coastal areas; Demolition of buildings; Temporary structures on parks and other public reserves; Electric vehicle charging units; Research and monitoring stations; Three ports planning controls; Moorebank Freight Intermodal Precinct; Australian Botanic Gardens – Mount Annan; Other changes, including a proposed restructure of the SEPP.

The proposed changes aim to:

- make it easier to deliver infrastructure at the right time, including speeding up projects that benefit the community, create jobs and support economic growth;
- do so in a way that protects residential amenity, the environment and heritage items from any impacts of this deliver;
- help ensure a consistent approach between different infrastructure activities with similar characteristics and impacts; and
- improve the usability of the SEPP.

Proposed changes to the Planning Systems SEPP

A proposed amendment to the Planning Systems SEPP alters the planning approval pathways for Water Treatment Facilities. The proposed change seeks to deliver essential infrastructure more efficiently while maintaining an appropriate level of environmental assessment.

DPHI is exhibiting this EIE in line with its Community Participation Plan, which aims to involve more people in decisions about the NSW planning system.

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

Public exhibition concluded on **Tuesday 16 April 2024**.

Explanation of Intended Effect: Complying Development for Farm Buildings, Rural Sheds and Earthworks

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on

public exhibition an Explanation of Intended Effect (EIE) for changes to the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. The changes include allowing some Complying Development Codes to apply to land identified as Acid Sulfate Soils Class 2 if a suitably qualified expert certifies that an Acid Sulfate Soils Management Plan is not required. This change would affect several Complying Development Codes that presently apply within Bayside, including the:

- Housing Code,
- Low Rise Housing Diversity Code, and
- Industrial and Business Buildings Code

Further changes are proposed, but these are not expected to apply to any land in the Bayside LGA.

For more information and to provide feedback to DPHI, please access the consultation website on the NSW Planning Portal here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Public exhibition concluded on Friday **14 June 2024**.

Planning Proposal – Medium Density Residential Uses

On 10 November 2023, Council received a Gateway Determination to make amendments to the *Bayside Local Environmental Plan 2021* to land zoned R3 Medium Density Residential to facilitate development of new homes.

This proposal seeks to:

- **Increase the maximum Floor Space Ratio (FSR)** from 0.6:1 to 0.7:1, and
- **Introduce a new provision** stating that Clause 4.1 will not apply to the subdivision of land in Zone R3 on which the erection of Multi-Dwelling Housing or Attached Dwellings have been approved or are proposed.

For more information and to provide feedback, access Council's Have Your Say Page, available here: <https://haveyoursay.bayside.nsw.gov.au/planning-proposal-medium-density-residential-uses>

Public exhibition concluded on **Monday 11 November 2024**.

Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP).

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms to various Environmental Planning Instruments (EPIs) for the following purposes:

Current planning pathways

- Expand the non-refusal standards for different types of entertainment
- Develop new model conditions of consent for entertainment

Events

- Increase development standards for temporary structures used at community

- events
- Support events at major precincts by enabling more events across new and existing sites
- Support Vivid Sydney with exempt development standards for the temporary light and sound structures
- Allow temporary extended trading hours for unlicensed businesses during special events
- Support events in town halls

Outdoor dining and food trucks

- Investigate providing outdoor music and outdoor dining patron increases using exempt development
- Extend exempt development pathways to make outdoor dining easier at farm gate premises
- Improve provisions for food trucks in residential and conservation zones, and investigate measures for food businesses using shipping containers

Changes to the Business and Industrial Codes in the Codes SEPP

- Allow a change of use in the SP4 enterprise zone
- Development standards to retrofit bike rails and bike lockers in existing buildings

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-cultural-state-environmental-planning-policy-sepp>

Public exhibition concluded on **Friday 7 February 2025**.

No draft Development Control Plan applies to the land.

- (3) **Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—**
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) **In this section—**
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) **the identity of the zone, whether by reference to—**
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or

- (b) (ii) a number, such as “Zone No 2 (a)”,
the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

The following zone or zones apply under the environmental planning instrument or draft environmental planning instrument referred to in section 1(1):

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure land uses are carried out in a context and setting to minimise impact on the character and amenity of the area.
- To enable residential development in accessible locations to maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home-based child care, Home occupations

3 Permitted with consent

Attached dwellings; Bed and Breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health services facilities; Home businesses; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Water recycling facilities; Water supply systems

4 Prohibited

Any other development not specified in item 2 or 3

Zone E3 Productivity Support

1 Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the

day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.

- To promote redevelopment that is likely to contribute to the locality, including by improving the visual character of the locality, improving access and parking, reducing land use conflicts and increasing amenity for nearby residential development.
- To encourage uses in arts, technology, production and design sectors.
- To promote businesses along main roads and to encourage a mix of compatible uses.

2 Permitted without consent

Home occupations

3 Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Business premises; Centre-based child care facilities; Community facilities; Depots; Food and drink premises; Function centres; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Industries; Jetties; Marinas; Moorings; Mooring Pens; Open cut mining; Port facilities; Registered clubs; Residential accommodation; Restricted premises; Retail premises; Rural industries; Sewage treatment plants; Sex services premises; Tourist and visitor accommodation; Transport depots; Truck depots; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities

(c) whether additional permitted uses apply to the land,

No additional permitted uses apply to the land.

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No development standards apply to the land that fixes minimum land dimensions for

the erection of a dwelling house.

Note: The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land **is not** in an area of outstanding biodiversity value.

(f) whether the land is in a conservation area, however described,

The land **is not** in a conservation area.

(g) whether an item of environmental heritage, however described, is located on the land.

There is **no such item** situated on the land.

3 Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Rockdale Section 94A Development Contributions Plan 2008
Rockdale Section 94 Contributions Plan 2004

Note: If land is within the former Rockdale City Local Government Area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all Development Applications and applications for Complying Development Certificates made prior to 1 June 2004.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

- (a) the name of the region, and**
- (b) the name of the Ministerial planning order in which the region is identified.**

The land is within the Greater Sydney region. The *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024* applies to this land.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

(4) In this section—
***continued 7.23 determination* means a 7.23 determination that—**

- (a) has been continued in force by the Act, Schedule 4, Part 1, and**
- (b) has not been repealed as provided by that part.**

The land is not within a special contributions area to which a continued 7.23 determination applies.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

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

Housing Code

Complying development **may be** carried out on the land under the above code.

Inland Code

Complying development **may be** carried out on the land under the above code.

Low Rise Housing Diversity Code

Complying development **may be** carried out on the land under the above code.

Rural Housing Code

Complying development **may be** carried out on the land under the above code.

Greenfield Housing Code

Complying development **may be** carried out on the land under the above code.

Industrial and Business Buildings Code

Complying development **may be** carried out on the land under the above code.

Housing Alterations Code

Complying development **may be** carried out on the land under the above code.

General Development Code

Complying development **may be** carried out on the land under the above code.

Industrial and Business Alterations Code

Complying development **may be** carried out on the land under the above code.

Container Recycling Facilities Code

Complying development **may be** carried out on the land under the above code.

Subdivisions Code

Complying development **may be** carried out on the land under the above code.

Demolition Code

Complying development **may be** carried out on the land under the above code.

Fire Safety Code

Complying development **may be** carried out on the land under the above code.

Notes:

- (1) If a reference is made to “part of the land”, Complying Development **may be** carried out on the portion of the land not subject to such a restriction.
 - (2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
-

Note 3: The land may be subject to Council's *Contaminated Land Policy*. Consideration should be given to this policy prior to carrying out any development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5 Exempt development

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

General Exempt Development Code

Exempt development **may be** carried out on the land under the above code.

Advertising and Signage Exempt Development Code

Exempt development **may be** carried out on the land under the above code.

Temporary Uses and Structures Exempt Development Code

Exempt development **may be** carried out on the land under the above code.

6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section—

affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017, Part 4.

building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017.

Council **is not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land **is not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

(a) the *Roads Act 1993, Part 3, Division 2*, or

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

(b) An environmental planning instrument, or

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

(c) A resolution of the council

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

9 Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes – The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls under the following:

- *Bayside Local Environmental Plan 2021*
- *Bayside Development Control Plan 2022*

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes – The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls under the following:

- *Bayside Local Environmental Plan 2021*

- *Bayside Development Control Plan 2022*

Note: (1) Further information relating to flooding is available and will be provided in "Advice under Section 10.7 (5)" if a full certificate is purchased from the Council.

Note:

- (1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
- (2) Council is not in a position to identify whether the information provided under section 9 relates to a current or future hazard as defined in Planning Circular PS 14-003.

- (3) **In this section—
flood planning area has the same meaning as in the Flood Risk Management Manual.**

***Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.**

***probable maximum flood* has the same meaning as in the *Flood Risk Management Manual*.**

10 Council and other public authority policies on hazard risk restrictions

- (1) **Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.**
- (2) **In this section—
adopted policy means a policy adopted—**
 - (a) by the council, or**
 - (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.**

Contaminated Land Policy

Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Clause 6.1 of the Bayside Local Environmental Plan 2021 - Acid Sulfate Soils

Bayside Development Control Plan 2022 – provisions of Section 3.11 - Contamination

11 Bush fire prone land

- (1) **If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.**
- (2) **If none of the land is bush fire prone land, a statement to that effect.**

The land **is not** bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land **is not** so listed.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land **is not** so proclaimed.

14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that –
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

The land **is not** so affected.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The land **is not** land to which a property vegetation plan applies.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note— Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

The land **is not** subject to any such agreement.

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*,

Part 8, a statement to that effect.

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

The land **is not** biodiversity certified land.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

The land **is not** subject to such an order.

19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.**
- (2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.**

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The land **is not** subject to annual charges.

20 Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or**
- (b) shown on the Lighting Intensity and Wind Shear Map, or**
- (c) shown on the Obstacle Limitation Surface Map, or**
- (d) in the “public safety area” on the Public Safety Area Map, or**
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.**

The land **is not** subject to the *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4.

21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

The land **is not** subject to any such statement.

22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
- (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

The land **is not** subject to any such certificate.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

The land **is not** subject to any such statement.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

The land **is not** subject to any such statement.

- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23 Water or sewerage services

If water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to the approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Council has not been advised of any water or sewerage services that are, or are to be provided to the land under the *Water Industry Competition Act 2006*. Property purchasers are directed to check the IPART website for further information:

<https://www.ipart.nsw.gov.au/Home/About-IPART/Governing-Legislation/Water-Industry-Competition-Act-2006>

Section 59(2) Contaminated Land Management Act 1997

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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued;**

Not applicable

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued;**

Not applicable

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued;**

Not applicable

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and**

Not applicable

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.**

Not applicable

[End of information under section 10.7 (2)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Bayside Local Environmental Plan 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1800 581 299.

LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$174 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land

13 June 2025

Infotrack Pty Limited

Reference number: 8004377217

Property address: U 301/11 Garrigarrang Ave Kogarah NSW 2217

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

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

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

Affectations, notices and claims

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

Owners corporation management

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

Capacity

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

Requisitions and transfer

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



Revenue

Enquiry ID 4357441
Agent ID 81429403
Issue Date 23 Jun 2025
Correspondence ID 1811100484
Your reference MLH Lawyers Pty Ltd

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S100414/211	Unit 301, 11 GARRIGARRANG AVE KOGARAH 2217	NOT AVAILABLE	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
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/taxes/land/clearance.

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.

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