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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**Stone Real Estate Newtown** **177 Enmore Road, Newtown NSW 2042** **Email: adrianvassallo@stonerealestate.com.au**	**Phone: 9557 9040** **Ref: Adrian Vassallo**
co-agent		
vendor	**Xiao Zhang**	
vendor's solicitor	**Success Conveyancing Services** **Level 5, Sun Tower, Suite 18, 591 George Street, Sydney NSW 2000** **PO Box K8, Haymarket NSW 1240** **Email: kathy@successconveyancing.com.au**	**Phone: 9281 0733** **Fax: 9281 0794** **Ref: KL:19342**
date for completion	**42 days after the date of this contract** (clause 15)	
land (address, plan details and title reference)	**Apartment 405, 72B Macdonald Street, Erskineville NSW 2043** **Lot 127 in Strata Plan 93105** **Folio Identifier 127/SP93105**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ 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	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$** _____	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor	**GST AMOUNT** (optional) The price includes GST of: $		**witness**
purchaser	☐ JOINT TENANTS	☐ tenants in common	☐ in unequal shares **witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
Proposed *electronic transaction* (clause 30)	☐ no	☒ YES

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 *RW payment* (residential withholding payment)	☒ NO	☐ yes	(if yes, vendor must provide further details)

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

***RW payment* (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☐ 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58

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

Strata Plus
P.O.Box H181, Australia Square NSW 1215
Email: info@strataplus.com.au
Tel: 02 8198 8500

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

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

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.**

2. **The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**

3. **There is NO COOLING OFF PERIOD:**

- **(a)** **if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b)** **if the property is sold by public auction, or**
- **(c)** **if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d)** **if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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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:

Australian Taxation Office	**NSW Fair Trading**
Council	**NSW Public Works Advisory**
County Council	**Office of Environment and Heritage**
Department of Planning and Environment	**Owner of adjoining land**
Department of Primary Industries	**Privacy**
East Australian Pipeline Limited	**Roads and Maritime Services**
Electricity and gas	**Subsidence Advisory NSW**
Land & Housing Corporation	**Telecommunications**
Local Land Services	**Transport for NSW**
NSW Department of Education	**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. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 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.

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7 Claims by purchaser

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;

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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

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13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *serve* evidence of receipt of payment of the *RW payment.*

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

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16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
16.4 The legal title to the *property* does not pass before completion.
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –
16.7.1 the price less any:
- deposit paid;
- *remittance amount* payable;
- *RW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –
16.11.1 if a special completion address is stated in this contract - that address; or
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
17.2 The vendor does not have to give vacant possession if –
17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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

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18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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23 Strata or community title

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- 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 substantially disadvantages the purchaser and is not disclosed in this contract; or

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23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

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

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

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28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*;

30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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ADDITIONAL C O N D I T I O N S

32. The Purchaser warrants that he or she was not introduced to the Vendor or to the property by any agent other than the agent named in this contract. The Purchaser agrees to indemnify the Vendor against any commission which may be payable by the Vendor to any other agent in respect of any such introduction. This provision shall not merge on completion of this Agreement.

33. The Purchaser acknowledges that the property and the Inclusions are sold in their present condition and state of repair. The Purchaser cannot make any claim for compensation if any infestation or dilapidation as regards to the Improvements and Inclusions in this Agreement. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property sold.

34. The Purchaser acknowledges that the provisions of the Contract constitute the full and complete understanding between the parties and that there is no other promise, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of the Contract or binding on the parties to this respect and to any of the matters to which this Contract relates.

35. The parties agree that fourteen (14) days is an adequate period for any notice under Clause 15, in which time is of the essence.

36. If completion does not occur by the completion date which is not the fault of the Vendor, the Purchaser agrees, as an essential term of this Contract, to pay the Vendor at actual completion the unpaid price together with interest of ten per centum (10%) per annum commencing from the completion date to and including the actual completion date. This provision shall not merge or extinguish on any termination of the Contract by the Vendor.

    (a) Further to clause 35 the Purchaser shall on completion pay the vendor the sum of $440.00 (inclusive of GST) being the costs and expenses associated with the preparation and service of the Notice to Complete.

37. If a party is a natural person (if more than one person either one of them) dies or incapable of administering his or her estate or declared bankrupt, then either party may rescind this Agreement and Clause 19 shall apply.

38. If a party before completion goes into liquidation or has an official manager or receiver appointed, then either party may rescind this Agreement and Clause 19 shall apply.

39. The Purchaser authorises the depositholder to pay all or part of the deposit herein, as required, to the vendor's solicitor or as they may direct to be applied as a deposit or balance payable by the vendor for the purchase of another property together with the stamp duty incurred. The Purchaser agrees and acknowledge that by their execution of this contract, they irrevocably authorise the deposit holder to release

to the vendors such all or part of deposit and no further authority will be required from the Purchaser before the release of deposit.

40. Notwithstanding anything to the contrary herein contained the parties expressly agree that any claim for compensation, whether under Clause 7 of the printed condition or otherwise, shall be deemed to be an objection or requisition for the purpose of the printed condition hereof.

41. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

42. Intentionally deleted.

43. The standard printed conditions are amended as follows:

    (a) Clauses 10.1.8 and 10.1.9 – delete the word "substance" and substitute the word "existence".

    (b) Clause 14.4 Amended by deleting the clause 14.4 and replacing it with the following clause:

        "The parties must adjust surcharge land tax and any other land tax for the current year at the adjustment date by adjusting the amount actually payable by the Vendor on the property without any threshold"

    (c) Clause 16.5- delete the words "plus another 20% of that fee".

    (d) Clause 16.8 be deleted.

    (e) Clause 23.5.2- delete words "but is disclosed in this contract".

    (f) Clause 23.9.1 Amended "1% " to "5%"

    (g) Clause 23.9.4 be deleted.

    (h) Clause 23.13 & 23.14. Amended "7 days" to "3 days".

    (i) Clause 23.17 be deleted.

    (j) Clause 24.1 be deleted.

    (k) Clause 24.3.1 and 24.3.3 be deleted.

    (l) Clause 23.6.1- delete words ", even if it is payable by instalments;"

    (m) Clause 25 be deleted.

    (n) Clause 31.4 Amended "7 days" to "2 days"

44. If the Purchaser is a corporation the Purchaser will procure a personal guarantee from the directors of the corporation to guarantee the due performance of the Purchaser's obligation under the Contract. Failure by the Purchaser to comply with this clause shall constitute a breach of an essential term entitling the Vendor to terminate the Contract.

45. If the Vendor accepts a bond or guarantee for the deposit. The Purchaser agrees to guarantee the performance of the Guarantor who issued the bond or guarantee. In the event that the Vendor has the right to terminate this Contract and the Guarantor fails to pay the guaranteed amount indicated in the bond or guarantee, the Purchaser agrees to pay the guaranteed amount to the Vendor within three (3) days after notification from the Vendor's solicitor.

46. The parties agree that the Vendor's obligation to answer any requisitions under Clause 5 of the standard printed form condition shall in the standard **Form 800 Requisitions on Title by Australian Law Stationers Pty Ltd** for strata and community titled property or standard **Form 825 Requisitions on Title by Australian Law Stationers Pty Ltd** for a residential property, a copy of which is attached as Annexure "A" and is deemed have been served at the date of the contract.

47. Notwithstanding the deposit shown on the front page of the Contract, the Vendor agrees to exchange on a reduced deposit of $ and /or % of the price and relies on Clause 9 of the Contract.

48. Intentionally deleted.

49. If the completion is not occurred in according with the contract for sale through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this Contract, the purchaser must pay in addition of $220.00 (GST inclusive) on settlement, to the vendor's conveyancer for each cancellation of settlement.

50. Should the tenants referred to this contract:

    a. Give notice to vacant the property before or after exchange of contract; and/or
    b. Vacate the property prior to the completion; then

    The purchaser shall not make any objection requisition or claim for the compensation nor require the Vendor to relet the property and shall accept the property with Vacant Possession.

51. Notwithstanding any other provisions in this Contract, the parties agreed that if a contribution which is not a regular periodic contribution (special levies) levied before the Contract date, the Purchaser is responsible to pay all instalments of the special levies.

52. Despite any other clauses in this Contract, the Vendor will not be required to complete the Contract during the period commencing 9:30am on Monday 23 December 2019 and ending 9:30am Wednesday 15 January 2020 ("the Holiday Period").

    (i) A Notice to Complete under Special Condition 33 issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for Completion earlier than the end of the Holiday Period.

    (ii) Neither party may issue a Notice to Complete during the Holiday Period.

    (iii) If Completion does not take place prior to the commencement of the Holiday Period, and the vendor is otherwise ready, able and willing to Complete, interest payable by the Purchaser under Special Condition 34 will be calculated from the Completion date to the date of actual completion and shall including the Holiday Period notwithstanding that Purchaser is ready, able and willing to settle within the Holiday Period.

    The Purchaser cannot make any requisition, delay completion, rescind or terminate this Contract because of any matter referred to in this clause.

53. The vendor discloses that there is a lease to Alpha Distribution Ministerial Holding Corporation (formerly known as Ausgrid), the details of which are in the attached link including:

(a) Dealing AK971351-Lease registered on 24 May 2017
(b) Dealing AK971352- Sublease registered on 24 May 2017
(c) Dealing AK971571-Change of Name registered on 24 May 2017
(d) Dealing AK971502- Mortgage of Lease, Mortgage or Charge registered on 24 May 2017

The documents in 52(a)-(d) can be accessed via the below link:

https://successconveyancing-my.sharepoint.com/:f:/p/andrew/EnHlBIpmGVJHvFGcg9zd0SgBSW3LscFh2Vao-3otqYYfDg?e=L62qiw

The purchaser agrees to accept these documents in 52(a)-(d) in electronic form and will not require the vendor to provide any hard copy before the exchange or completion date.

GUARANTOR

1. Should the Purchaser be a Company, then no less than two (2) persons whose names and addresses are set out hereunder (herein called "**the Guarantor**") at least one of whom shall be a Director of the Purchaser) shall give the guarantee as herein provided and the Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract.

2. The Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of the Purchaser's obligations under this Contract.

3. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from and any expenses incurred in connection with, a breach by the Purchaser of this Contract. It is not necessary for the Vendor to incur expense or make payment before enforcing that right of indemnity.

4. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from and any expenses incurred in connection with a representation or warranty by the Purchaser in this Contract being incorrect or misleading.

5. The Guarantor waives any right it has of first requiring the Vendor to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.

6. The liabilities of the Guarantor under this Clause as a guarantor, indemnifier or principal debtor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to , one or more of the following:

    a) The Vendor granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
    b) Acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
    c) Any novation of a right of the Vendor;
    d) Any variation of this Contract; or
    e) The invalidity or unenforceability of any obligation or liability of a person other than the Guarantor.

7. The Guarantor may not, without the consent of the Vendor:

    a) Raise a set-off or counterclaim available to it of the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity;
    b) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit or any security or guarantee held by the Vendor in connection with this Contract; or

c) Prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay the Purchaser's debts when they fall due.

8. If a claim that a payment or transfer to the Vendor in connection with this Contract or this guarantee and indemnity if void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
9. This Clause is an essential term of this Contract.

…….	…….
Name of Guarantor	**Name of Guarantor**
…….	…….
……	…….
Address of Guarantor	**Address of Guarantor**

SIGNED by the Guarantors)

in the presence of:) ……..

)

) …….

……)

CERTIFICATE UNDER SECTION 66W

RE:_____(Hereinafter called "the Purchasers")

AND:_____(Hereinafter called "the Vendors")

PROPERTY:_____

I,_____of_____CERTIFY

As follows:-

(a) I am a Solicitor/Conveyancer currently admitted to practise in New South Wales.

(b) I am giving this Certificate in accordance with Section 66W of the Conveyancing
Act 1919 with reference to a Contract for Sale of the abovementioned property from the Vendors to the Purchasers in order that there is no cooling off period in relation to that Contract.

(c) I do not act for the Vendors and am not employed in the legal practice of a Solicitor/Conveyancer acting for the Vendors nor am I a member or employee of a firm which a Solicitor/Conveyancer acting for the Vendors is a member or employee.

(d) I have explained to the Purchaser :-

(i) the nature of this Certificate;

(ii) the effect of the contract;

(iii) the effect of giving this certificate to the Vendors is that there is no cooling off period in relation to that Contract.

(iv) the Purchaser indicated the understanding of this Certificate and approved the issuing of same.

Dated this_____day of_____20

_____

Form 800 **STRATA TITLE**

From ..... *Purchasers Solicitor*

To ..... *Vendors Solicitor*

Date:.....

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From .....

Property .....

In these Requisitions:-

(a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
(b) "the Act" means the Strata Schemes Management Act 1996.
(c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
(d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
(e) "parcel" means land, improvements and fixtures.
(f) "land" means the land only.
(g) "improvements" means improvements and fixtures.
(h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

	REQUISITIONS	RESPONSE
1.	The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2.	The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3.	The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4.	Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5.	Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6.	If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7.	The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.	
8.	If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

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REQUISITIONS	RESPONSE
9. If the sale of the property is subject to an existing tenancy:- (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should he handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
10. If the lot is sold "off-the-plan":- (a) The Vendor must provide the Purchaser before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion.	
11. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
12. If the Transfer will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?	
14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6	
15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.	

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REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

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

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Solicitor for Vendor

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 127/SP93105

SEARCH DATE	TIME	EDITION NO	DATE
20/11/2019	12:22 PM	2	20/7/2016

LAND

LOT 127 IN STRATA PLAN 93105
AT ERSKINVILLE
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

XIAO ZHANG (T AK581250)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93105
2 SP93105 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN S.88B INSTRUMENT
3 SP93105 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 20/11/2019

* 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.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP93105

SEARCH DATE	TIME	EDITION NO	DATE
20/11/2019	12:22 PM	6	7/8/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93105 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ERSKINVILLE
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP93105

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93105
ADDRESS FOR SERVICE OF DOCUMENTS:
THE OWNERS OF STRATA PLAN 93105
C/- STRATA PLUS PTY LTD
PO BOX H181
AUSTRALIA SQUARE NSW 1215

SECOND SCHEDULE (18 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1215659
3 LAND EXCLUDES MINERALS
4 S408063 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
5 S408064 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP788543 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
7 DP788543 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
8 DP788543 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
AJ314067 VARIATION OF EASEMENT DP788543 TERMS VARIED
AJ645441 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 3 IN DP1205732
AJ567985 EASEMENT RELEASED IN SO FAR AS IT BENEFITS CP/SP89914
AJ713302 EASEMENT RELEASED IN SO FAR AS IT BENEFITS

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

		CP/SP89915
	AK89111	EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 2 IN DP1205732
	AN318785	EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 1 IN DP1233713 AND LOTS 3-7 IN DP1233713
	DP1241416	EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 4 IN DP788543
	AN486070	EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 101 IN DP1226931
*	AP332491	EASEMENT RELEASED IN SO FAR AS IT BENEFITS CP/SP95991
9	AJ472799	RESTRICTION(S) ON THE USE OF LAND
10	AK265466	POSITIVE COVENANT
11	DP1215659	EASEMENT FOR SUPPORT (F) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	DP1215659	POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
13	DP1215659	POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
14	AK298481	LEASE TO AUSGRID OF SUBSTATION PREMISES NO. S65262 TOGETHER WITH EASEMENTS FOR RIGHT OF WAY AND ELECTRICITY PURPOSES AFFECTING ANOTHER PART OF THE LAND AS DESIGNATED (A), (B) & (C) RESPECTIVELY IN PLAN WITH AK298481. EXPIRES: 14/3/2066. OPTION OF RENEWAL: 25 YEARS.
	AK971351	LEASE OF LEASE AK298481 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
	AK971352	LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
	AK971502	MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
	AK971571	CHANGE OF NAME AFFECTING LEASE AK298481 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
15	SP93105	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN S.88B INSTRUMENT
16	SP93105	EASEMENT FOR MAINTENANCE VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)
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17 AM851265 CONSOLIDATION OF REGISTERED BY-LAWS
18 AM851265 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 93105

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	42	2	53	3	50	4	37
5	40	6	42	7	41	8	50
9	55	10	53	11	49	12	43
13	45	14	42	15	54	16	41
17	41	18	51	19	53	20	55
21	50	22	57	23	54	24	48
25	48	26	40	27	45	28	49
29	38	30	38	31	55	32	80
33	45	34	49	35	53	36	54
37	53	38	49	39	45	40	45
41	53	42	53	43	51	44	54
45	39	46	45	47	54	48	52
49	47	50	41	51	41	52	41
53	55	54	38	55	38	56	49
57	55	58	55	59	46	60	57
61	39	62	54	63	51	64	53
65	54	66	41	67	47	68	49
69	37	70	37	71	54	72	75
73	41	74	47	75	52	76	54
77	54	78	50	79	45	80	46
81	54	82	53	83	52	84	54
85	40	86	46	87	55	88	52
89	49	90	41	91	41	92	41
93	55	94	38	95	38	96	50
97	55	98	56	99	48	100	57
101	40	102	54	103	51	104	53
105	54	106	42	107	47	108	49
109	37	110	37	111	55	112	77
113	41	114	48	115	52	116	56
117	55	118	51	119	46	120	47
121	54	122	55	123	56	124	55
125	40	126	46	127	57	128	49
129	58	130	40	131	55	132	54
133	54	134	55	135	42	136	48
137	50	138	37	139	37	140	57
141	82	142	42	143	50	144	52
145	58	146	56	147	51	148	47
149	47	150	55	151	55	152	57
153	51	154	40	155	49	156	58

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP93105 PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 93105

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
157	49	158	60	159	40	160	56
161	55	162	55	163	56	164	42
165	48	166	51	167	38	168	38
169	57	170	86	171	42	172	51
173	52	174	77	175	52	176	47
177	50	178	56	179	57	180	57
181	56	182	40	183	49	184	59
185	77	186	56	187	55	188	75
189	74	190	43	191	58	192	42
193	52	194	72	195	77	196	77
197	74						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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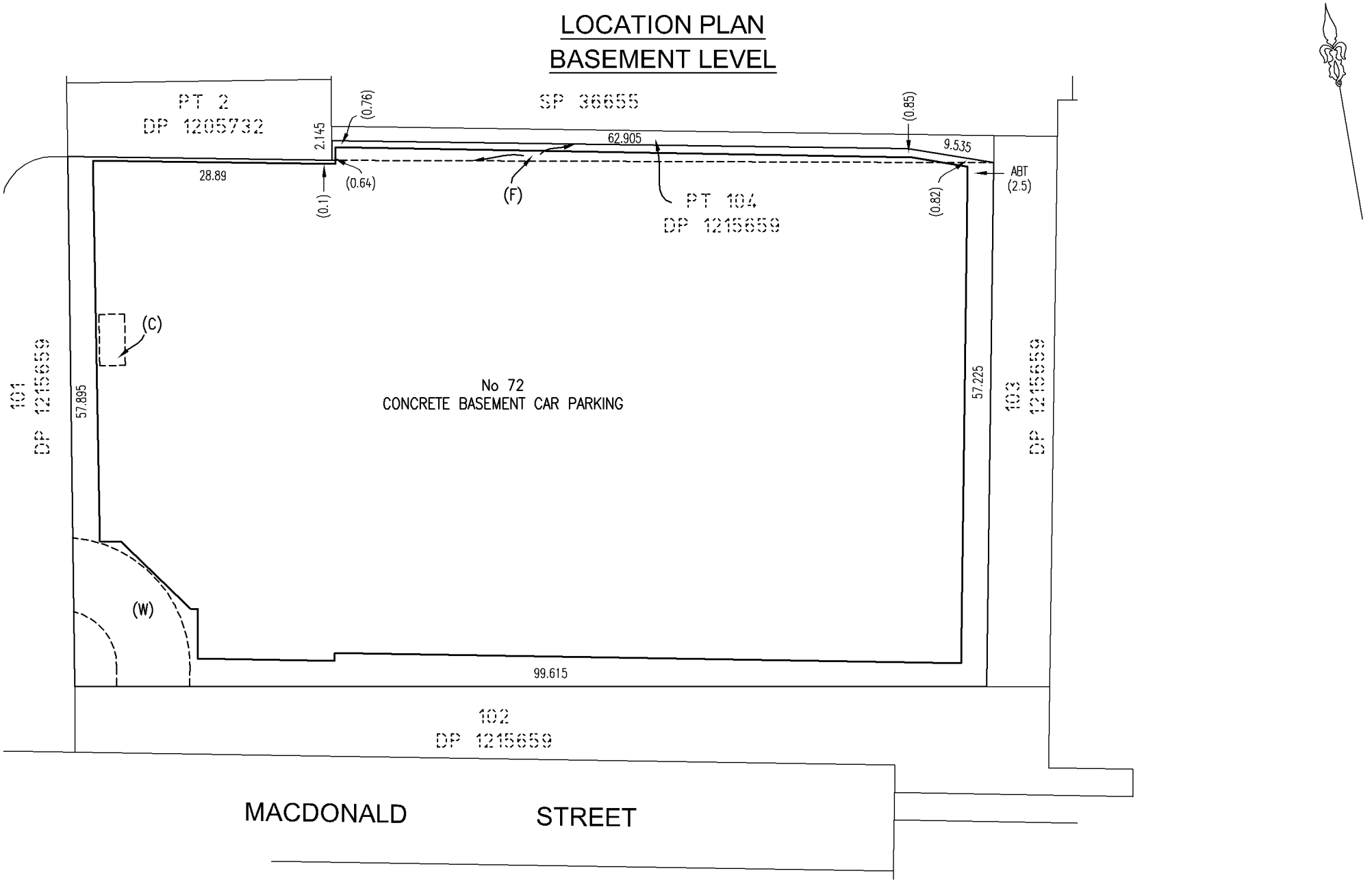
LOCATION PLAN
BASEMENT LEVEL



(C) EASEMENT FOR ELECTRICITY PURPOSES 3.35 WIDE (LIMITED IN STRATUM) VIDE AK298481
(F) EASEMENT FOR SUPPORT (F) VIDE DP 1215659
(W) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE VIDE DP 788543

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1:400(A3)

REGISTERED
19.5.2016

SP93105

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

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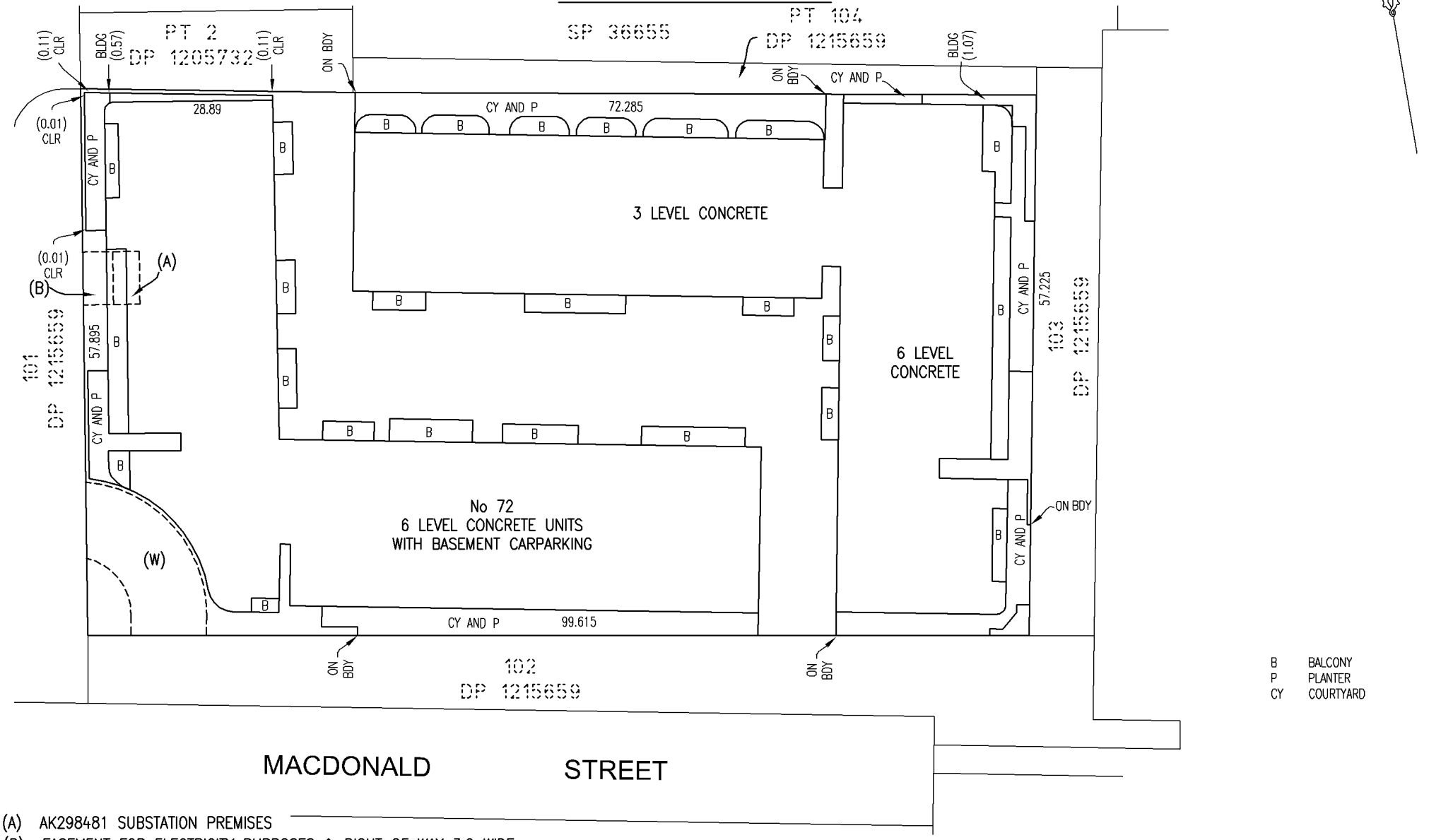
LOCATION PLAN
LEVEL 1 AND ABOVE



(A) AK298481 SUBSTATION PREMISES

(B) EASEMENT FOR ELECTRICITY PURPOSES & RIGHT OF WAY 3.2 WIDE (LIMITED IN STRATUM) VIDE AK298481

(W) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE VIDE DP 788543

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 400(A3)

REGISTERED
19.5.2016

SP93105

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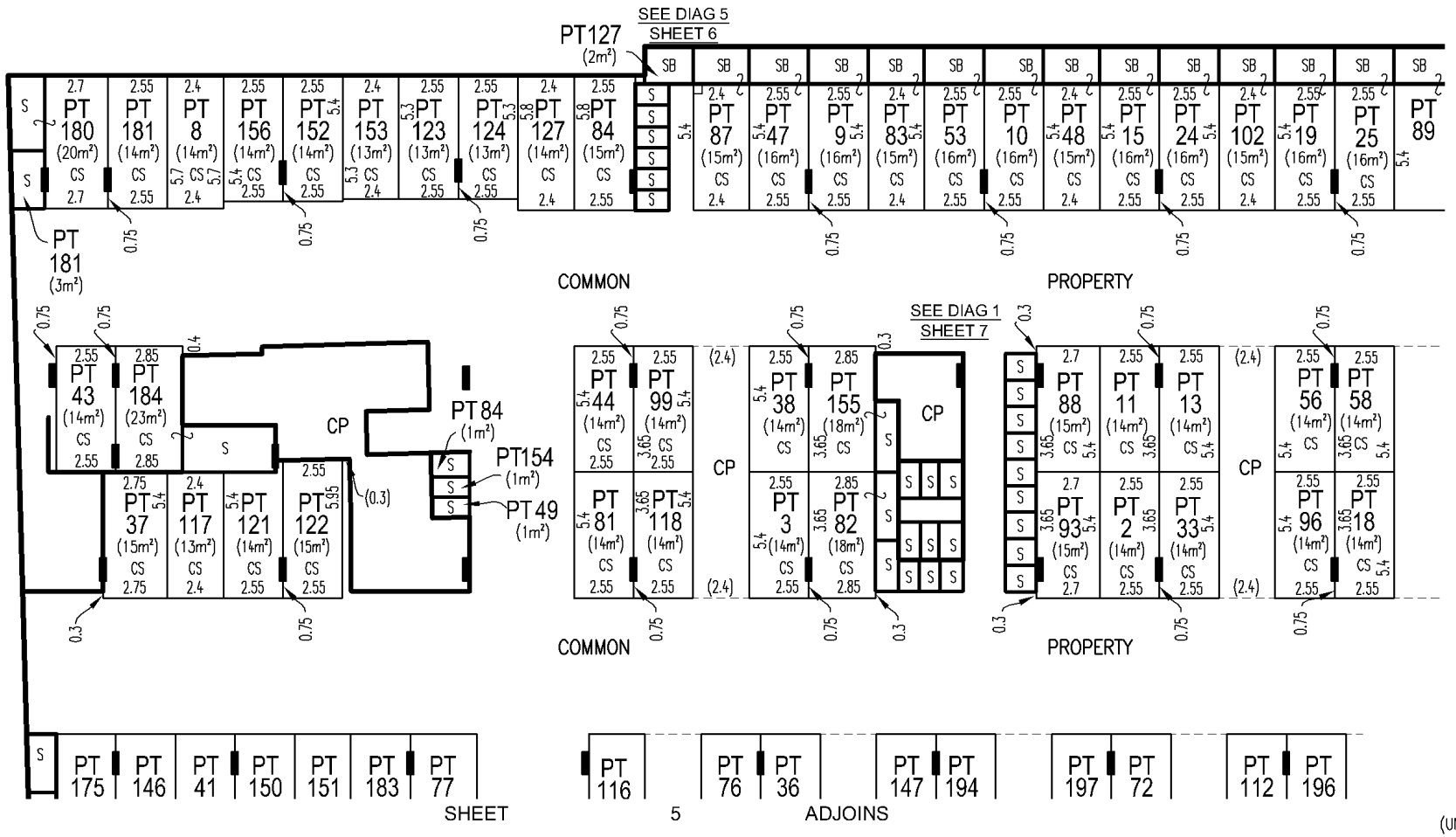
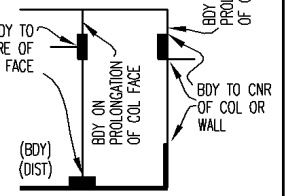
BASEMENT LEVEL



TYPICAL KEY
(UNLESS NOTED OTHERWISE)



DENOTES 90°

CS – CAR SPACE
CP – COMMON PROPERTY
S – STORAGE SPACE
SB – STORAGE SPACE & BIKE SPACE

NOTE : SOME CAR SPACES INCLUDE OVERHEAD STORAGE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1:200(A3)

REGISTERED
19.5.2016

SP93105

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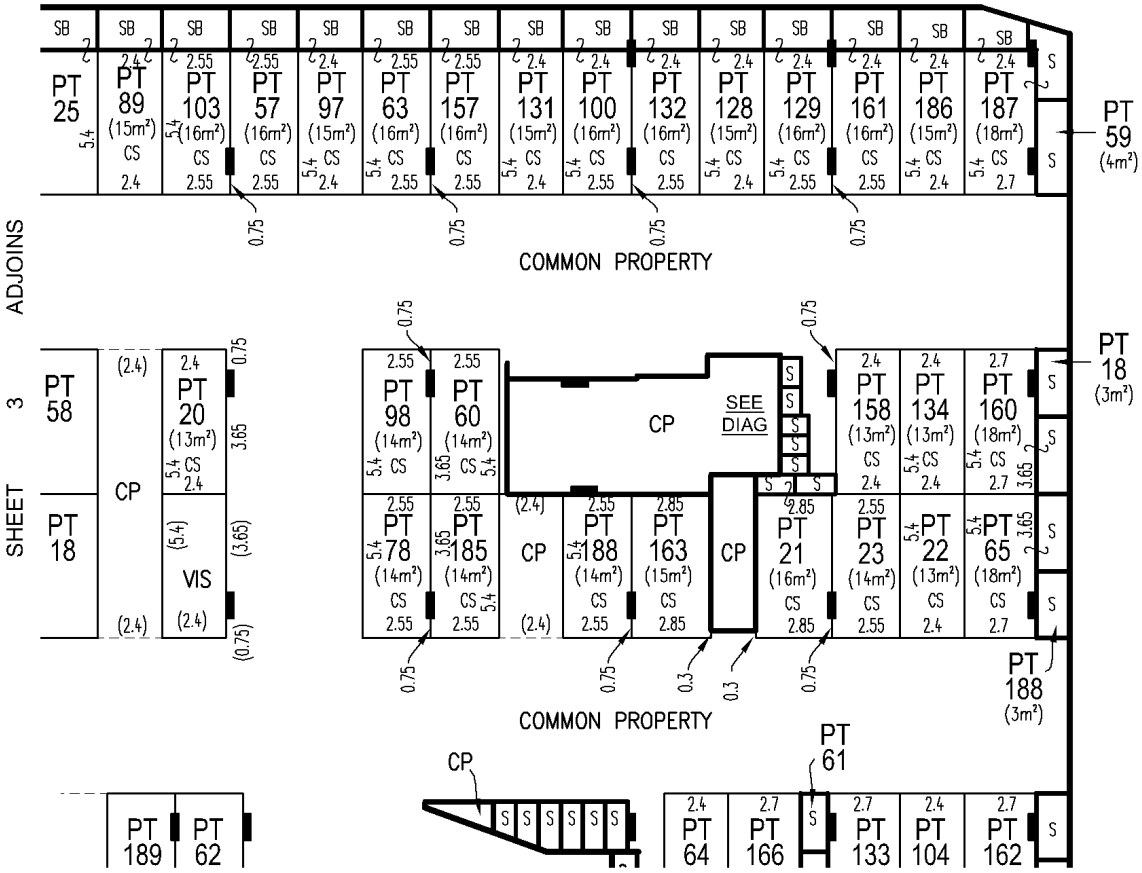
BASEMENT LEVEL



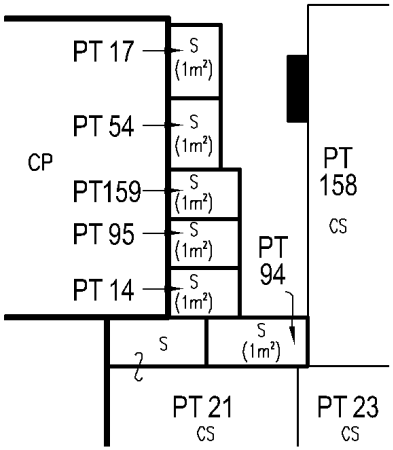


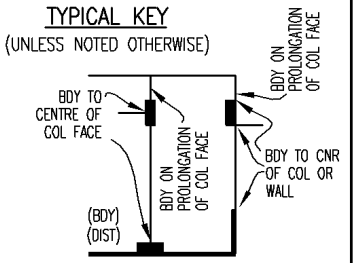
DIAGRAM
SCALE 1:80

90°

CS – CAR SPACE
CP – COMMON PROPERTY
S – STORAGE SPACE
SB – STORAGE SPACE & BIKE SPACE
VIS – VISITOR CAR SPACE WITHIN COMMON PROPERTY

NOTE : SOME CAR SPACES INCLUDE OVERHEAD STORAGE

TYPICAL KEY
(UNLESS NOTED OTHERWISE)



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 200(A3)

REGISTERED
19.5.2016

SP93105

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

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Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:5 of 18
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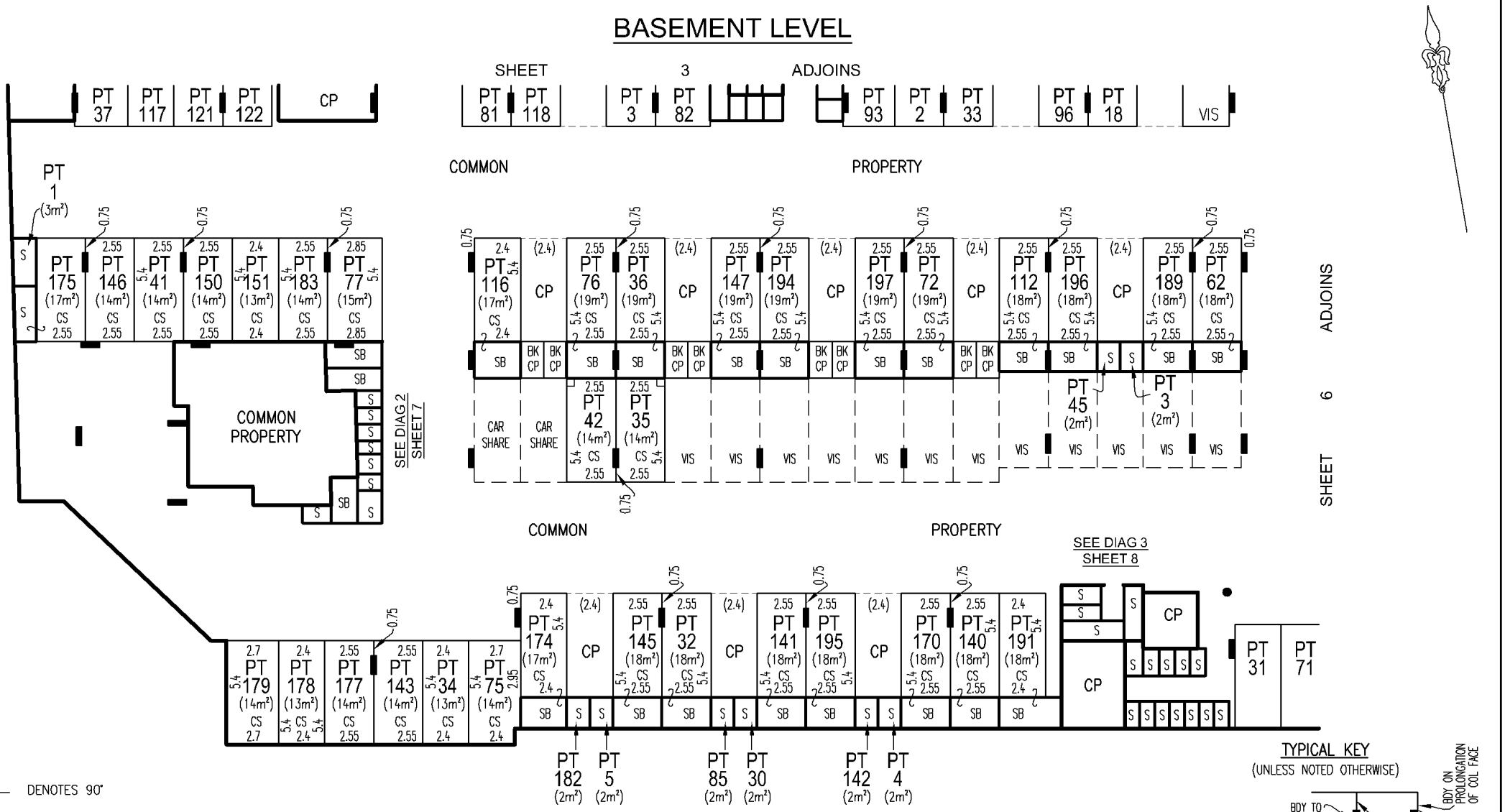
BASEMENT LEVEL

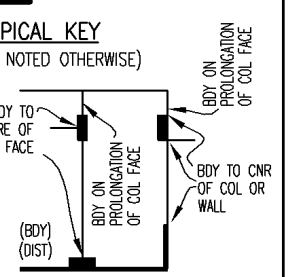


DENOTES 90°

BK – BIKE SPACE
CS – CAR SPACE
CP – COMMON PROPERTY
S – STORAGE SPACE
SB – STORAGE SPACE & BIKE SPACE
VIS – VISITOR CAR SPACE WITHIN COMMON PROPERTY

NOTE : SOME CAR SPACES INCLUDE OVERHEAD STORAGE

TYPICAL KEY
(UNLESS NOTED OTHERWISE)



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 200(A3)

REGISTERED
19.5.2016

SP93105

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

X:\14JOBS\140504 - EVE MCDONALD ST ERSKINEVILLE\140504 DSP\140504 DSP-SHT03-08_LB.DWG

Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:6 of 18
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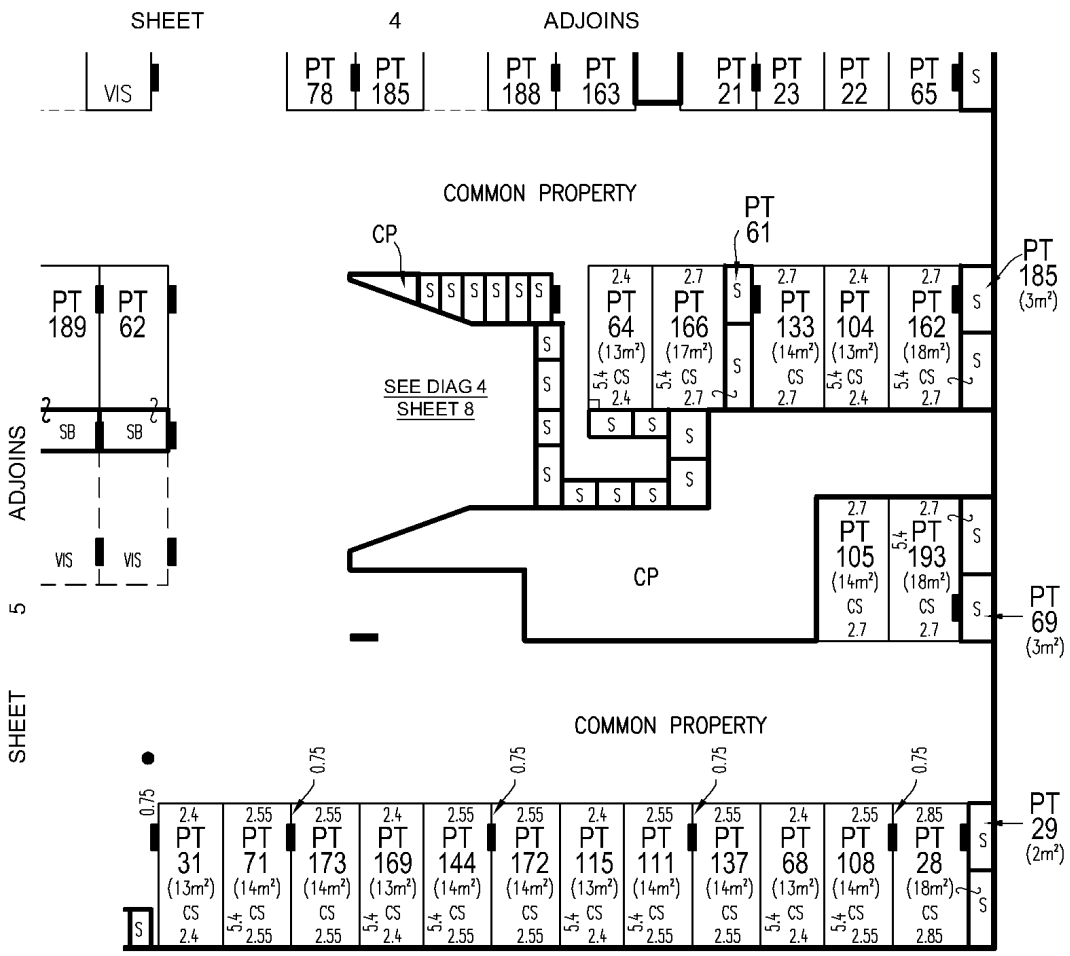
BASEMENT LEVEL



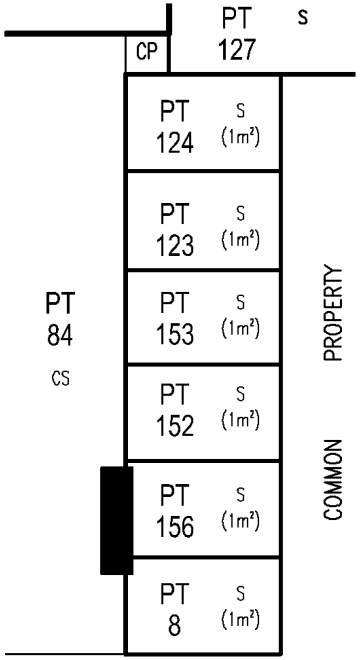


DIAGRAM 5

SCALE 1:50

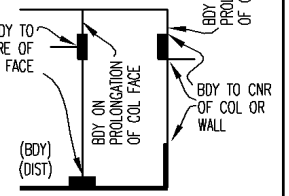
90°

CS – CAR SPACE
CP – COMMON PROPERTY
S – STORAGE SPACE
SB – STORAGE SPACE & BIKE SPACE
VIS – VISITOR CAR SPACE WITHIN COMMON PROPERTY

NOTE : SOME CAR SPACES INCLUDE OVERHEAD STORAGE

TYPICAL KEY

(UNLESS NOTED OTHERWISE)



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1:200(A3)

REGISTERED
19.5.2016

SP93105

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

X:\14JOBS\140504 - EVE MCDONALD ST ERSKINEVILLE\140504 DSP\140504 DSP-SHT03-08_LB.DWG

Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:7 of 18
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BASEMENT LEVEL DIAGRAMS

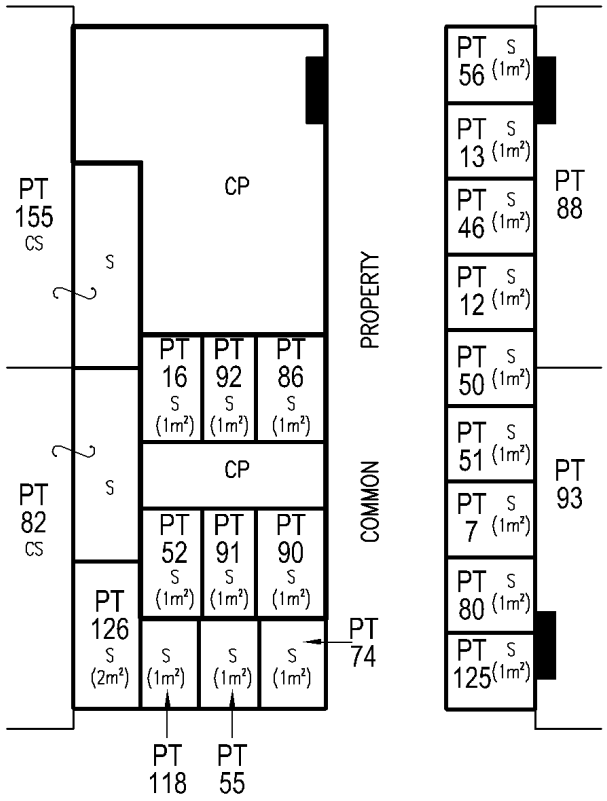


DIAGRAM 1
SCALE 1:80

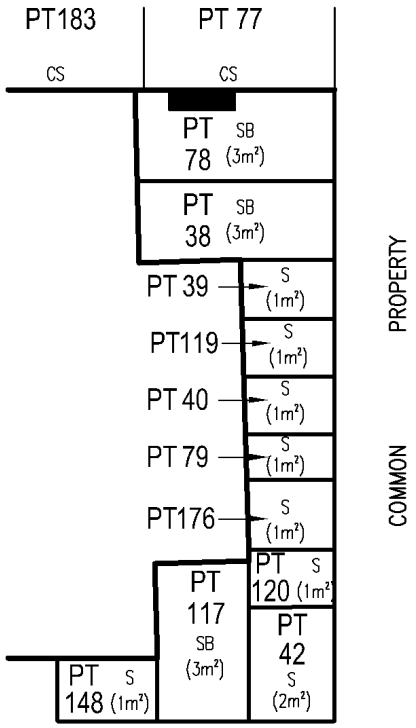
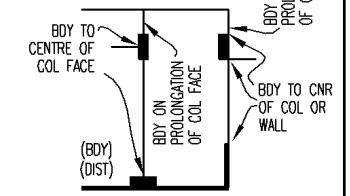


DIAGRAM 2
SCALE 1:80

CS – CAR SPACE
CP – COMMON PROPERTY
S – STORAGE SPACE
SB – STORAGE SPACE & BIKE SPACE

NOTE : SOME CAR SPACES INCLUDE OVERHEAD STORAGE

TYPICAL KEY
(UNLESS NOTED OTHERWISE)



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 200(A3)

REGISTERED
19.5.2016

SP93105

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

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Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:8 of 18
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

BASEMENT LEVEL DIAGRAMS

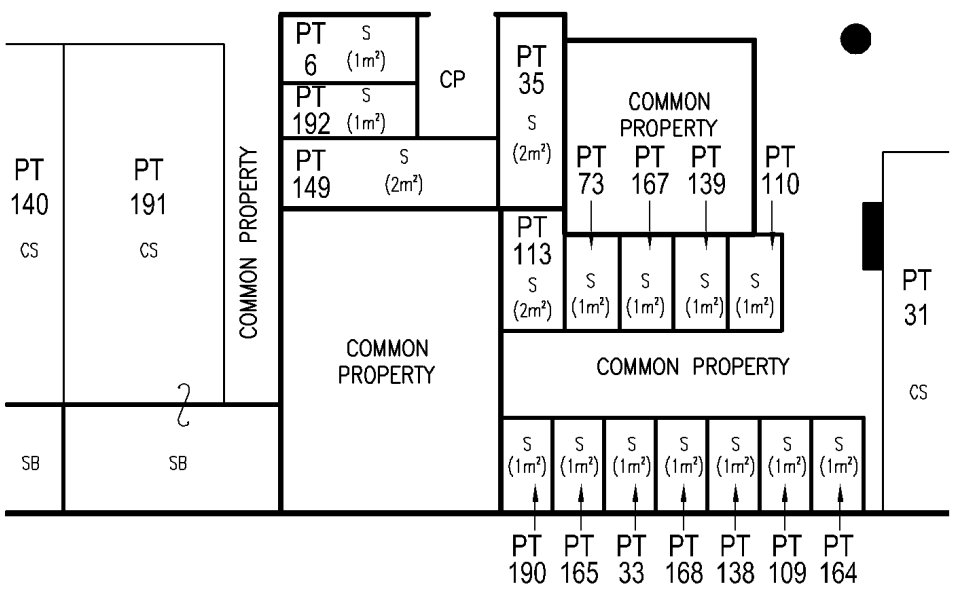


DIAGRAM 3
SCALE 1:80

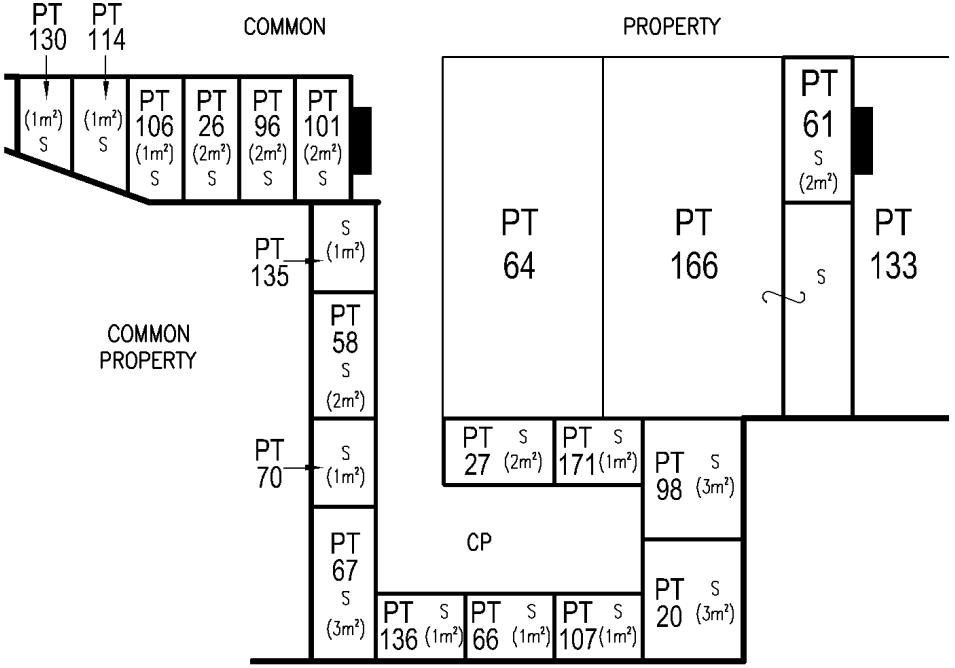
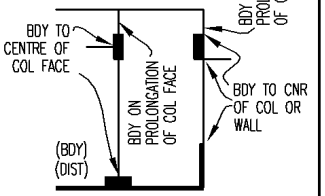


DIAGRAM 4
SCALE 1:80

TYPICAL KEY
(UNLESS NOTED OTHERWISE)



CS – CAR SPACE
CP – COMMON PROPERTY
S – STORAGE SPACE
SB – STORAGE SPACE & BIKE SPACE

NOTE : SOME CAR SPACES INCLUDE OVERHEAD STORAGE

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Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 200(A3)

REGISTERED
19.5.2016

SP93105

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

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Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:9 of 18
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

THE STRATUM OF THE COURTYARDS AND PLANTERS IS LIMITED IN HEIGHT TO 3.3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

LEVEL 1



DENOTES 90°
CP – COMMON PROPERTY
CY – COURTYARD
P – PLANTER

(a) – EASEMENT FOR MAINTENANCE VARIABLE WIDTH

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 300(A3)

REGISTERED
19.5.2016

SP93105

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

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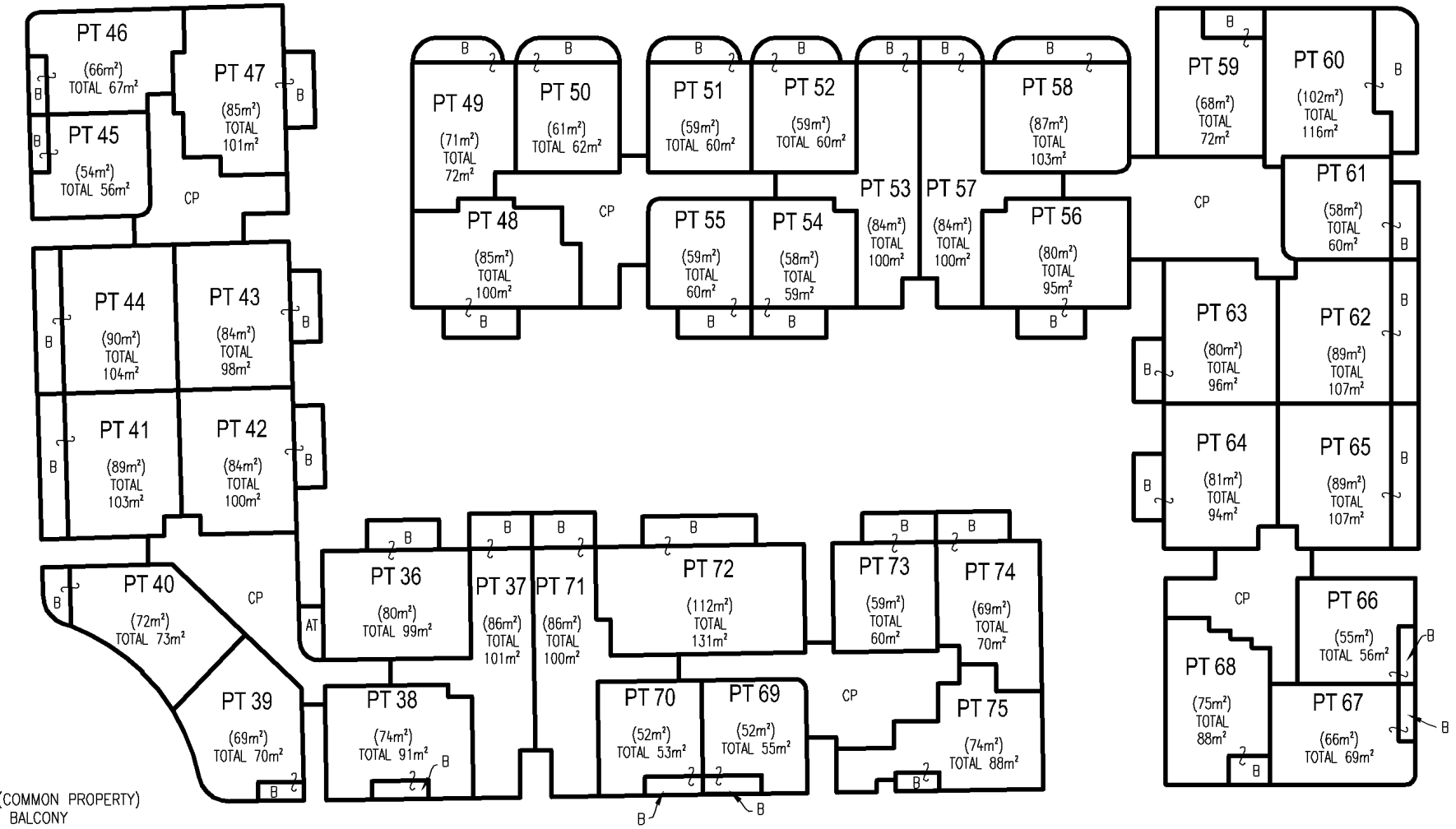
LEVEL 2



AT – ATRIUM (COMMON PROPERTY)
B – COVERED BALCONY
CP – COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 300(A3)

REGISTERED
19.5.2016

SP93105

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

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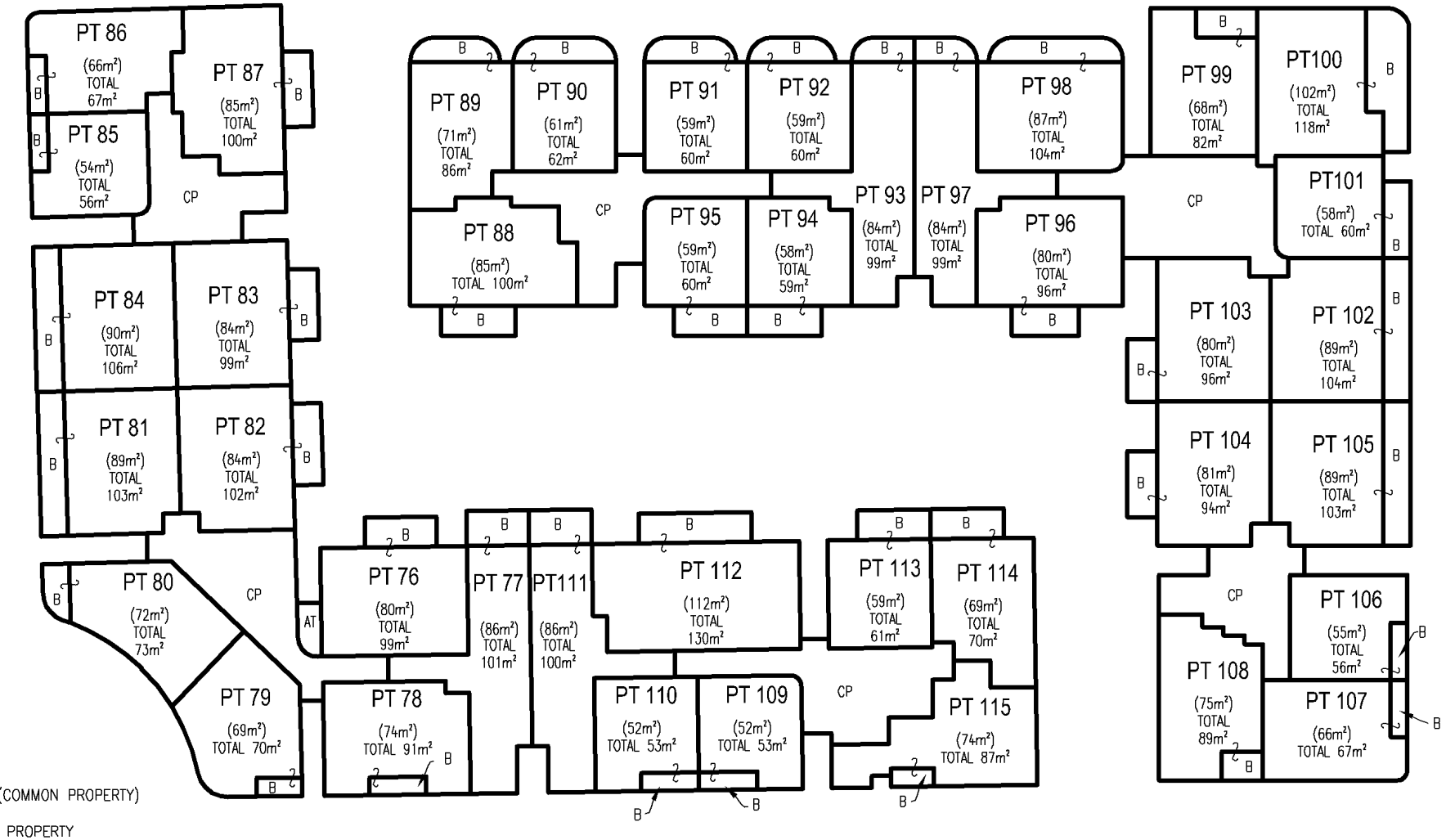
Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:11 of 18
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

LEVEL 3



AT – ATRIUM (COMMON PROPERTY)
B – BALCONY
CP – COMMON PROPERTY

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Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 300(A3)

REGISTERED
19.5.2016

SP93105

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

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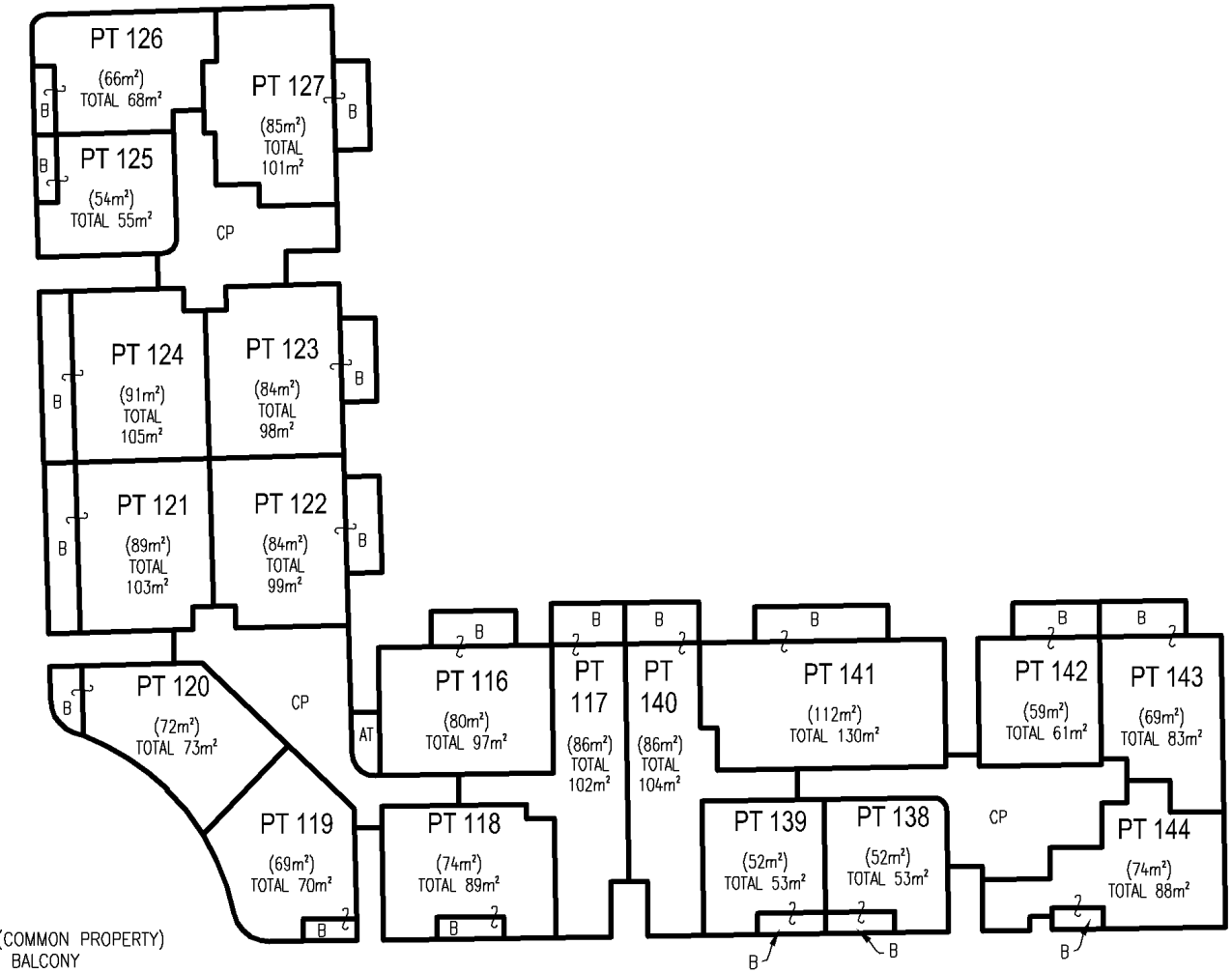
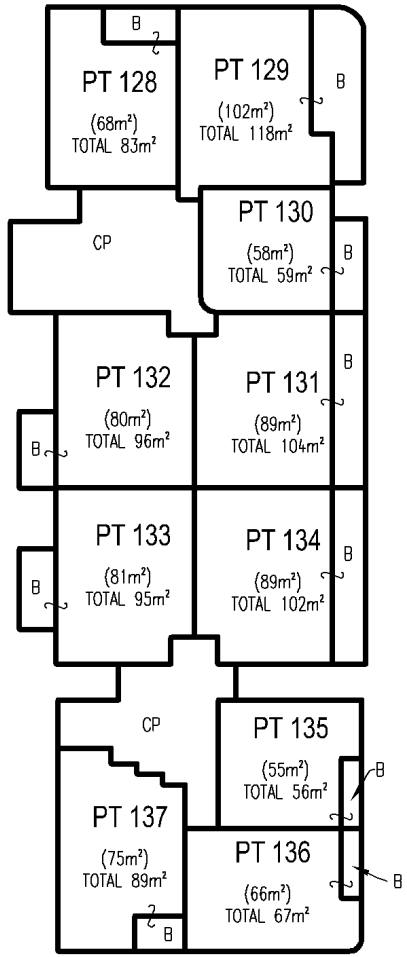
LEVEL 4





AT – ATRIUM (COMMON PROPERTY)
B – COVERED BALCONY
CP – COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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Surveyor: KARL ROBERTSON
Surveyor's Ref: 140504 SP
Subdivision No: 13786
Lengths are in metres. Reduction Ratio 1: 300(A3)

REGISTERED
19.5.2016

SP93105

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

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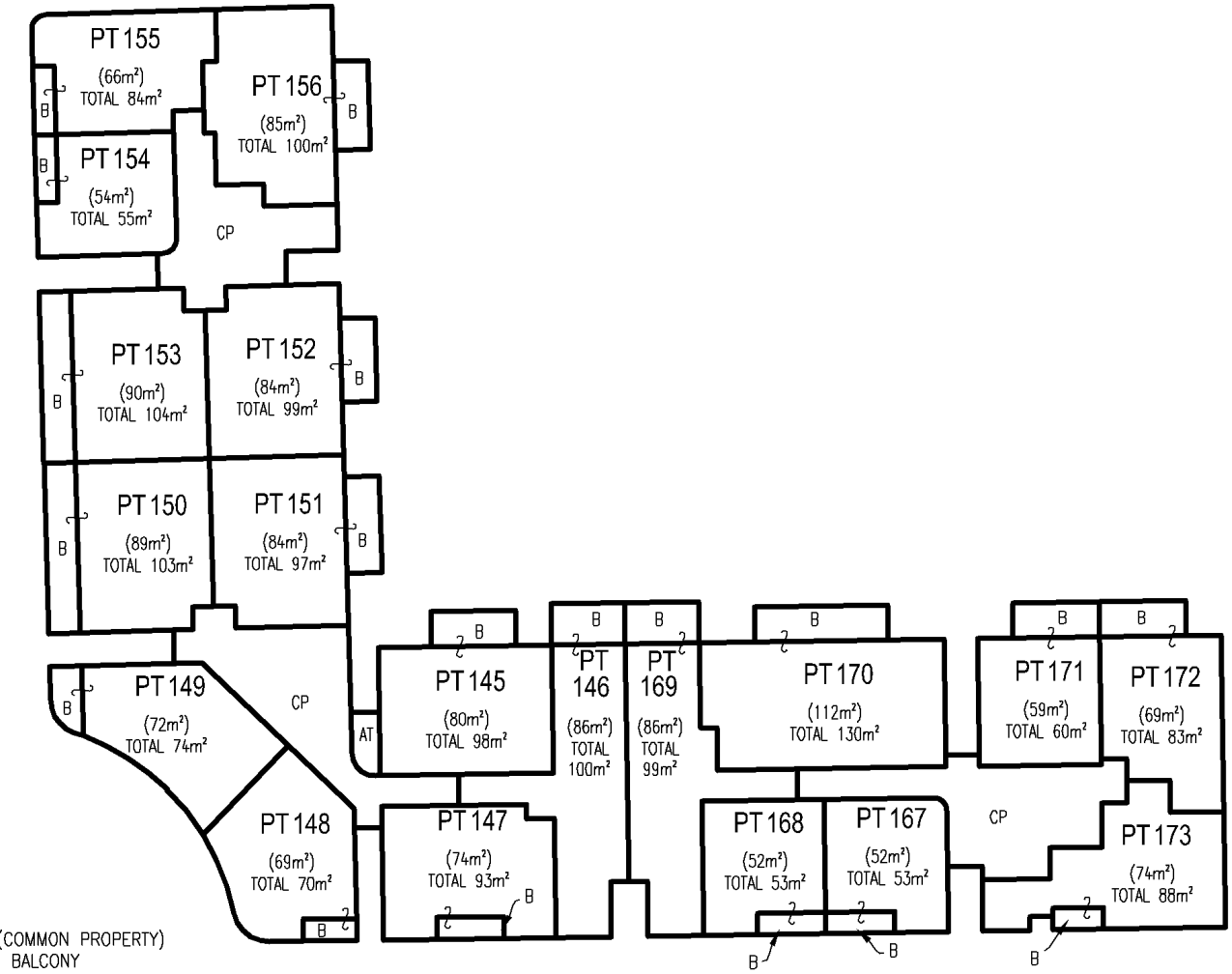
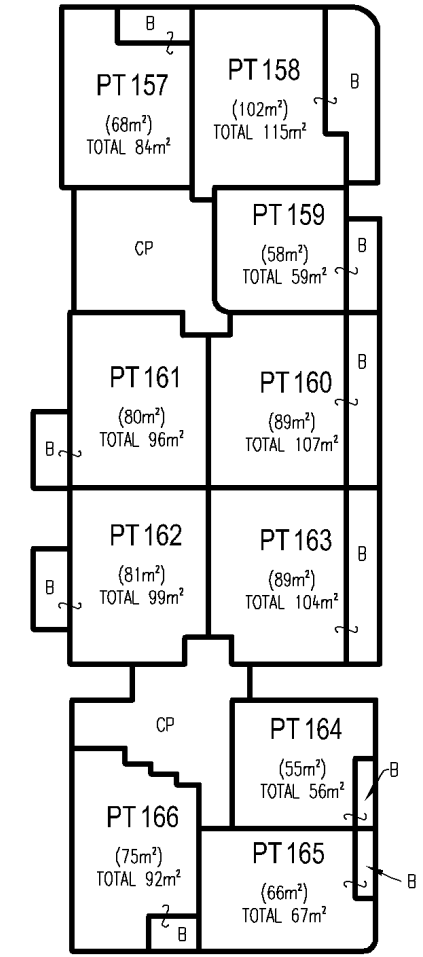
LEVEL 5





AT – ATRIUM (COMMON PROPERTY)
B – COVERED BALCONY
CP – COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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REGISTERED
19.5.2016

SP93105

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

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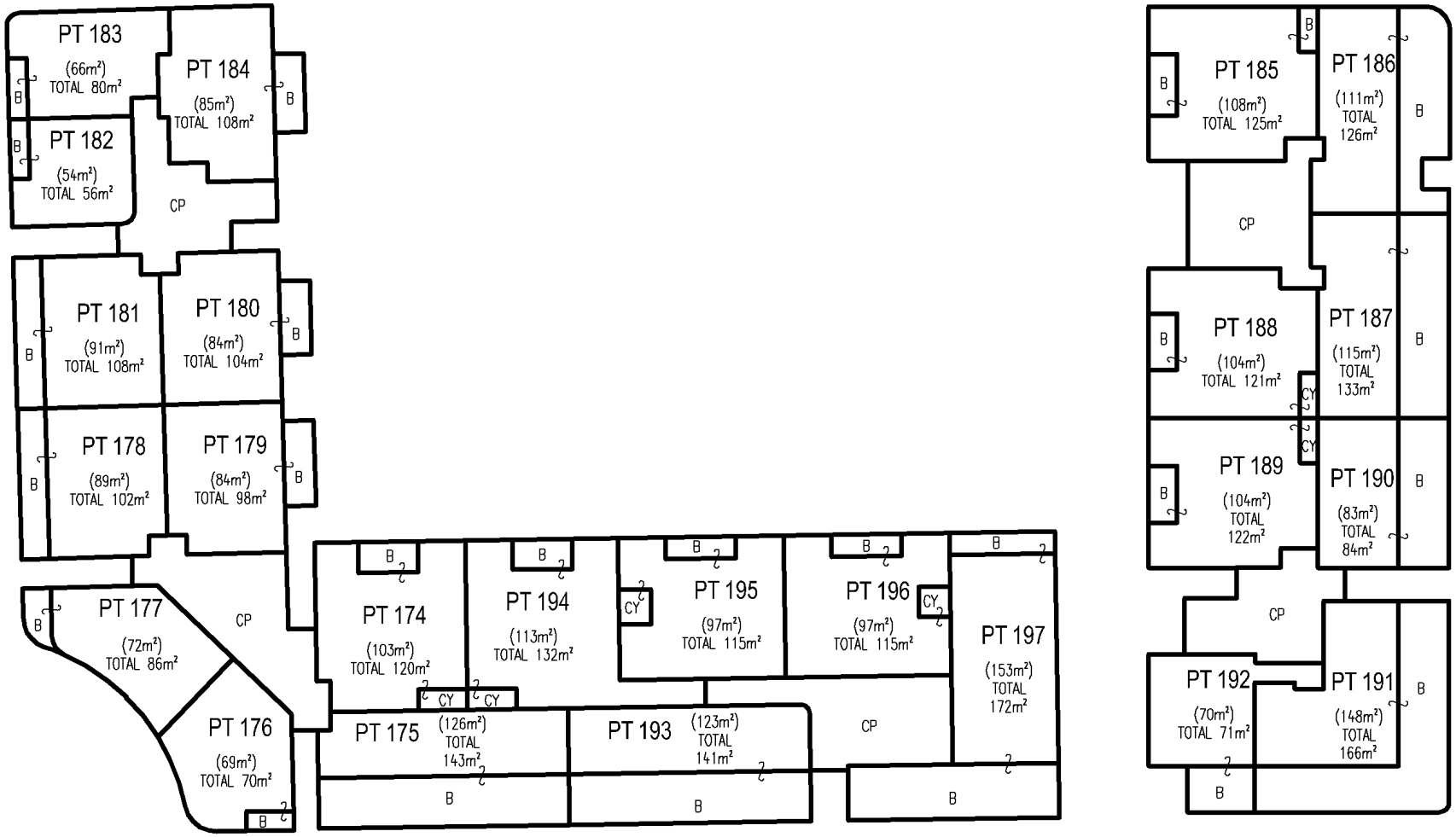
THE STRATUM OF THE BALCONIES AND COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT

LEVEL 6



B – BALCONY
CP – COMMON PROPERTY
CY – COURTYARD

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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Surveyor's Ref: 140504 SP
Subdivision No: 13786
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REGISTERED
19.5.2016

SP93105

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

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Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:15 of 18
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 19.5.2016

Purpose: STRATA PLAN

Office Use Only

SP93105

Office Use Only

PLAN OF SUBDIVISION OF
LOT 100 DP 1215659

LGA: SYDNEY

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~*The Council of~~

*The Accredited Certifier: ANDREW SYMONDS

Accreditation number: BPB 1837

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

~~*(b) Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes(Leasehold Development) Regulation 2012*,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

~~*(3) The strata plan is part of a development scheme. The council or accredited certifier~~ is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*(4) The building encroaches on a public place and;

*(a) The Council does not object to the encroachment of the building beyond the alignment of

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.

Date: 21 APRIL 2016

Subdivision number: 13786

Relevant Development Consent number: CDC 13785

Issued by: ANDREW SYMONDS

Signature: .....

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

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners - Strata Plan No 93105

No 72 MACDONALD STREET
ERSKINEVILLE NSW 2043

The adopted by-laws for the scheme are:

~~*A .....Model By-laws.~~

~~*together with, Keeping of animals: Option *A/*B/*C~~

* By-laws in 39 sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, KARL ROBERTSON

of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010

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

(1) Each applicable requirement of

*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

~~*(2) *(a) The building encroaches on a public place;~~

*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 19/4/16

* Strike through if inapplicable.

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

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

SURVEYORS REFERENCE: 140504 SP

Req:R282665 /Doc:SP 0093105 P /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:16 of 18
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered 19.5.2016

PLAN OF SUBDIVISION OF
LOT 100 DP 1215659

Office Use Only

SP93105

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

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

Subdivision Certificate number: 13786
Date of endorsement: 21 APRIL 2016

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE
1	42
2	53
3	50
4	37
5	40
6	42
7	41
8	50
9	55
10	53
11	49
12	43
13	45
14	42
15	54
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186	56
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AGGREGATE 10000

SURVEYORS REFERENCE: 140504 SP

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STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered 19.5.2016

Office Use Only

SP93105

PLAN OF SUBDIVISION OF
LOT 100 DP 1215659

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

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

Subdivision Certificate number: 13786
Date of endorsement: 21 APRIL 2016

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

1. RESTRICTION ON USE OF LAND
2. RESTRICTION ON USE OF LAND
3. RESTRICTION ON USE OF LAND
4. EASEMENT FOR MAINTENANCE VARIABLE WIDTH

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT THE REGISTERED PROPRIETOR'S ATTORNEY SIGNED THIS DEALING IN MY PRESENCE
(SEE NOTE* BELOW)

.....
SIGNED BY WITNESS

DAVID MCLAREN
.....
PRINT NAME:

SUITE 6.06 50 HOLT ST
SURRY HILLS NSW 2010
.....
ADDRESS OF WITNESS:

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 BY THE REGISTERED PROPRIETOR'S ATTORNEY WHO SIGNED THIS DEALING PURSUANT TO THE POWER OF ATTORNEY SPECIFIED.

.....
SIGNED BY ATTORNEY
SIGNING ON BEHALF OF:
ERSKIN FCP PTY LIMITED
ACN 127 081 074
CHRIS ROCHE
.....
PRINT NAME
POWER OF ATTORNEY
BOOK-4668
No 466

* S117 REAL PROPERTY ACT REQUIRES THAT YOU MUST HAVE KNOWN THE SIGNATORY FOR MORE THAN 12 MONTHS OR HAVE SIGHTED IDENTIFYING DOCUMENTATION.

SURVEYORS REFERENCE: 140504 SP

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STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered 19.5.2016

PLAN OF SUBDIVISION OF
LOT 100 DP 1215659

Subdivision Certificate number: 13786
Date of endorsement: 21 APRIL 2016

Office Use Only

SP93105

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

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

Executed for and on behalf of)
Australia and New Zealand Banking Group Limited)
ABN 11 005 357 522)
under Power of Attorney dated *18th November 2002*)
and registered in *New South Wales*)
Book: 4376 Folio: 410 by)

JOHN LESLIE BRYANT

.....

who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of that Power.

.....
Signature of Attorney
in the presence of

.....
Signature of Witness

SHERLING CHU

.....
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

SURVEYORS REFERENCE: 140504 SP

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

Plan: SP93105

Strata Plan of Subdivision of Lot 100 in DP1215659 covered by Council's Certificate No. 13786 dated 21/04/2016

Full name and address of the owner of the land:

Erskin FCP Pty Limited
ACN 127 081 074
627 Chapel Street
South Yarra VIC 3141

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identifier of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on Use of Land	Each and every lot in the Plan	City of Sydney
2	Restriction on Use of Land	Each and every lot in the Plan	City of Sydney
3	Restriction on Use of Land	Common Property	City of Sydney
4	Easement for Maintenance Variable Width	Lots 1, 2, 3 and 5 to 35 (inclusive)	Common Property

Part 2 (Terms)

1. Terms of Restriction on Use of Land numbered 1 in the Plan:

The following restrictions apply to the apartments within the Burdened Lots:

(a) The apartments must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartment, private hotel, boarding house, tourist accommodation or the like, other than in accordance with Council's Local Environmental Plan 2012 or any local environmental plan which supersedes that plan.

(b) No more than 2 adult people shall occupy any bedroom and no bedroom shall contain more than 2 beds. This excludes children and children's beds, cots or bassinets.

Council Authorised Person

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

(c) The total number of adults residing in one apartment shall not exceed twice the number of approved bedrooms.

(d) If an apartment contains tenants, it must be subject to a residential tenancy agreement for a term of at least 3 months.

(e) No person can advertise or organise the use of residential apartments approved under the development consent for the Building, for short term accommodation or share accommodation.

Name of person empowered to vary release or modify this restriction:

Council

2. Terms of Restriction on Use of Land numbered 2 in the Plan:

Any car parking spaces that form part of a burdened lot are not to be used by those other than an occupant, tenant or resident of the Strata Scheme.

Name of person empowered to vary release or modify this restriction:

Council

3. Terms of Restriction on Use of Land numbered 3 in the Plan:

No part of the common property for the Strata Scheme, apart from the visitor vehicle spaces which are only to be used by visitors to the Building or the service vehicle bays which are only to be used by service vehicles, is to be used for the parking or storage of vehicles or boats.

Name of person empowered to vary release or modify this restriction:

Council

4. Terms of Easement for Maintenance Variable Width numbered 4 in the Plan

4.1 The Burdened Owner grants in favour of the Benefited Lot an easement for the purpose of maintaining the relevant part of the Burdened Lot as shown in the Plan.

4.2 The Benefited Owner and its Authorised Users may enter and remain on the relevant part of the Burdened Lot for the purposes of:

(a) maintaining the soil and landscaping in the planter box;

(b) ensuring the planter is regularly watered via the irrigation system (if provided); and

Council Authorised Person_____

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

(c) maintaining and repairing the planter box and associated irrigation system (if provided).

4.3 In exercising the rights set out in this easement, the Benefited Owner must:

(a) ensure all work on the Burdened Lot is done properly and carried out as quickly as is practicable;

(b) cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Burdened Lot;

(c) cause as little damage as is practicable to the Burdened Lot and any improvement on it;

(d) restore the Burdened Lot as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

4.4 Except in an emergency the Benefited Owner must give reasonable notice to the Burdened Owner of its intention to enter the relevant part of the Burdened Lot.

Name of person empowered to vary release or modify this restriction:

Benefited Owner

5. Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Users means any contractor, representative, officer, employee or agent of the Benefited Owner or the Burdened Owner, as applicable.

Benefited Lot means the whole or any part of a lot having the benefit of an easement, positive covenant, restriction or other dealing.

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

Building means the building which is constructed on the land comprised in the Plan and includes without limitation, the below ground basement and carpark structures.

Burdened Lot means the whole or any part of a lot having the burden of an easement, positive covenant, restriction or other dealing.

Burdened Owner means the owner for the time being of the Burdened Lot, its respective heirs, executors, successors, transferees, assigns and any person entitled

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

to possession of it, any person who is authorised by it, any person who is entitled to an estate or interest in the Burdened Lot and includes an Owners Corporation if the Burdened Lot is converted to strata title.

Council means City of Sydney.

Owners Corporation means the owners corporation for the Strata Scheme.

Plan means the plan to which this instrument relates.

Strata Scheme means the strata scheme created on registration of the Plan.

6. Interpretation

In this instrument, unless the context clearly indicates otherwise:

(a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, authority, the Crown and any other organisation or legal entity;

(b) a reference to a natural person includes their personal representatives, successors and assigns;

(c) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(d) a reference to a clause is a reference to a clause in this instrument;

(e) a reference to a body or authority that ceases to exist is, unless otherwise prescribed by law, a reference to a body or authority having substantially the same objects as the named body or authority;

(f) a requirement to do any thing includes a requirement to cause that thing to be done;

(g) a word that is derived from a defined word has a corresponding meaning;

(h) the singular includes the plural and vice-versa;

(i) words importing one gender include all other genders;

(j) a reference to a thing includes each part of that thing; and

(k) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

Council Authorised Person 

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SP93105

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

Execution by Erskin FCP Pty Limited:

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

Witness

DAVID MCLAREN

Print name

SUITE 6.06, 50 HOLT ST
SURRY HILLS NSW 2010

Print address

Certified correct for the purposes of the Real Property Act 1900 by **Erskin FCP Pty Limited** ACN 127 081 074 by its attorney who signed this instrument pursuant to the power of attorney specified:

Attorney
Name: Chris Roche
Power of Attorney: Book 4668 No. 466

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

Executed by Mortgagee:

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated *18th November 2002*
and registered in *New South Wales*
Book: 4376 Folio: 410 by

JOHN LESLIE BRYANT
.....
who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of that Power.

.....
Signature of Attorney
in the presence of

.....
Signature of Witness

SHERLING CHU
.....
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

** s.117 Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Council Authorised Person

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SP93105

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

Executed by City of Sydney:

Executed on behalf of the City of Sydney by its Authorised Person

Signature of Authorised Person

MICHAEL SOO
Print name

AREA PLANNING MANAGER
Position

Signature of Witness

STEPHEN FEENEY
Print Name

C/- 456 KENT ST, SYDNEY
~~Position~~
Address

REGISTERED 19.5.2016

~~Council Authorised Person~~

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HERBERT SMITH FREEHILLS

SP 93105 - Strata By-Laws – Eve, Erskineville

ANZ Tower 161 Castlereagh Street Sydney NSW 2000 Australia
GPO Box 4227 Sydney NSW 2001 Australia
T +61 2 9225 5000 F +61 2 9322 4000
herbertsmithfreehills.com DX 361 Sydney

22224759.2 RAM RAM

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HERBERT SMITH FREEHILLS

Instrument setting out the terms of by-laws to be created upon registration of the Strata Plan

1 Definitions and interpretation

1.1 Statutory definitions

In this instrument, unless the context clearly indicates otherwise, a word or expression has the meaning given to it in the Strata Management Act if it is:

(a) defined in that act; and

(b) used but not defined in this instrument.

1.2 Further definitions

The meanings of the terms used in this instrument are set out below.

Term	Meaning
Advertising	any sign, placard, banner, notice or other marketing material.
Affected Common Property	the meaning given to that term in by-law 17.
Affected Common Property Bollard Area	the meaning given to that term in by-law 2.4.
Authority	any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
Building	the land and improvements on the land (including the building known as Eve) the subject of the Strata Scheme.
Building Management Agreement	the meaning given to that term in by-law 20.
Building Manager	the meaning given to that term in by-law 20.

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Term	Meaning
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney.
Common Property	the common property in the Strata Scheme, including the Rooftop Sky Garden and the Ground Floor Gardens.
Council	the Council of the City of Sydney.
Data	the data captured through telemetry or other electronic, manual or mechanical means from utility meters or other building services systems relating to: 1 any private or state utility or Authority providing utilities or services including electricity, thermal energies, recycled water supply, potable water supply and gas; and 2 any building services or facility including non-potable water and photovoltaic cells.
Developer	Erskin FCP Pty Ltd ABN 23 151 677 812.
Development Act	the *Strata Schemes (Freehold Development) Act 1973* (NSW).
Development Consent	development consent number D/2014/912 issued by the Council or any modification of that consent.
Excluded Dog	any dog: 1 declared by an authorised officer of a council under the *Companion Animals Act 1998* (NSW) (or the regulations passed under that Act) to be a restricted dog; and 2 any dog prohibited from importation into Australia by the Commonwealth Government or by or under the *Customs Act 1901* (Cth).
Executive Committee	the meaning given to that term in the Strata Management Act.
Invitee	any person in the Building with the express or implied consent of the Owner or Occupier.

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Term	Meaning
Lot	a lot in the Strata Plan.
Maintain	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.
Major Building Work	any work of a building or construction nature where the work will penetrate affect or alter the Common Property in any way, including: 1 the installation of a toilet, basin or other plumbing items (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 2 the installation of a bathroom, kitchen or other items forming part of the general fit out of a Lot (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 3 the alteration or removal of non-structural walls in a Lot; 4 the creation of openings in non-structural Common Property walls between 2 Lots owned by the same Owner; 5 the construction or installation of any work (including a wall) within a Lot, or on the boundary between 2 Lots owned by the same Owner; 6 the installation of power points and additional lighting to the storage space component of the relevant Lot (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 7 the installation or attaching of any audio or audio visual equipment or other fixtures or fittings to the inter-Lot wall or ceiling of a Lot (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); 8 the installation of any locking or other safety device, structure or device referred to in by-laws 6.4(a), 6.4(b) and 6.4(c) (but only to the extent that the work will penetrate, affect or alter the Common Property in any way); or 9 the installation in the Building of any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires. Major Building Works exclude: 1 minor fit out works inside a Lot; and 2 works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls); and 3 works which you are entitled to carry out under an Exclusive Use By-Law.
Make Good	the obligation of an Owner to make good:

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HERBERT SMITH FREEHILLS

Term	Meaning
	1 the Affected Common Property; and 2 the Affected Common Property Bollard Area, to the reasonable satisfaction of the Owners Corporation. For the avoidance of doubt, this includes restoring the concrete slab to its original condition as at the date prior to the installation of the bollard.
Minor Building Works	any work of a building or construction nature which will not penetrate, affect or alter the Common Property in any way, including the installation of a security alarm (but only to the extent that the work will not penetrate, affect or alter the Common Property in any way).
Occupier	1 a lessee; 2 a licensee; or 3 other person, not being an Owner, lessee or licensee that is in lawful occupation, of a Lot.
Owner	1 a person registered or entitled to be registered as proprietor; 2 a mortgagee in possession; or 3 a covenant chargee in possession, of a Lot.
Owners Corporation	the owners corporation created upon registration of the Strata Plan.
Refurbish	includes but is not limited to any of the following: 1 the treatment of Common Property by painting, staining or polishing, as applicable or otherwise; 2 the replacement of any floor covering in the Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and 3 the replacement of loose furnishings and chattels which are worn or damaged and in need of replacement.
Rooftop Sky Garden	the rooftop area and all facilities installed in it which is located on the roof of the Building and which forms part of the Common Property including the garden areas, seating (pod areas) and barbeque area.
Rules	the meaning given to that term in by-law 19.1.

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HERBERT SMITH FREEHILLS

Term	Meaning
Security Key	a key, card, fob, proximity reader or other device used to open and close doors, gates and other means of regulating ingress and egress into and out of the Building.
Selling and Leasing Activities	the activities relating to the sale, including sale by auction, and leasing of Lots.
Strata Management Act	the *Strata Schemes Management Act 1996* (NSW).
Strata Manager	a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
Strata Plan	the strata plan with which this instrument is registered.
Strata Scheme	the strata scheme created on registration of the Strata Plan with which this instrument is registered.
Vehicle	any passenger vehicle that has a height no greater than 2.1 metres which can be parked wholly within an Australian Standards compliant car space, including a car, utility, motorbike, boat, and bicycle and also includes any trailer related to the relevant vehicle.

1.3 Interpretation

In this instrument unless the context clearly indicates otherwise:

(a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, Authority, the Crown, an owners corporation and any other organisation or legal entity;

(b) a reference to a natural person includes their personal representatives, successors and assigns;

(c) a reference to a corporation includes its successors and assigns;

(d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority,

(e) 'including' and 'includes' are not words of limitation;

(f) the words 'at any time' mean 'at any time and from time to time';

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(g) the word 'vary' includes 'add to, delete from and cancel';

(h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(i) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this instrument;

(j) a reference to a document is a reference to a document of any kind, including a plan;

(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa;

(q) words importing one gender include all other genders;

(r) a reference to a thing includes each part of that thing; and

(s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4 Headings and index

By-law headings and the index are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

(a) Any notice, demand, approval, request or communication under this instrument must be in writing.

(b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument or under the Strata Management Act (to the extent permitted by the Strata Management Act) by email or other electronic means of communication.

1.6 Consents by the Owners Corporation

(a) Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.

(b) The Owners Corporation may revoke its consent (acting reasonably) at its option.

(c) The operation of this by-law 1.6 is subject to specific rights under any other by-law.

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1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.

2 Use of Lot

2.1 Residential use

(a) Each Owner and Occupier will comply with the conditions in the Development Consent including conditions relating to the use of a Lot by the relevant Owner and Occupier.

(b) An Owner or Occupier must notify the Owners Corporation if the Owner or 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).

(c) Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of their Lot. Any change of use of a Lot must comply with the Development Consent and be approved in writing by the Owners Corporation, the Council, where applicable, and any other relevant Authority.

2.2 Restrictions on leasing and occupancy generally

(a) Subject to by-law 2.2(b), an Owner or Occupier must not:

(1) enter into a lease or other occupancy arrangement in respect of a Lot, where that lease or occupancy arrangement has a term of less than 3 months;

(2) permit the Owners Corporation or an agent to advertise or organise for short term accommodation in the Building;

(3) permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:

(A) 6 persons, in the case of a Lot with 3 or more bedrooms;

(B) 4 persons, in the case of a Lot with 2 bedrooms; or

(C) 2 persons, in the case of a Lot with 1 bedroom; or

(4) permit more than 2 persons (excluding children) to occupy any bedroom;

(5) permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom;

(6) use the Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the Environmental Planning & Assessment Act 1979 (NSW);

(7) conduct within the Building, or allow the conduct within the Building of, a business or commercial activity that involves the provision to an Occupier of the Lot of cleaning or laundry services or the supply of furniture or laundry for use by the Occupier;

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(8) use or permit the use of a Lot or any part of the Common Property for any business or commercial activity of any kind, except where being used as a home office if permitted pursuant to the Owners Corporation's lease of the Lot; or

(9) advertise that the Lot is available for a purpose or is available for use in a manner proscribed by this by-law.

(b) Subject to all relevant laws and the requirements of relevant Authorities, by-law 2.2(a) does not apply to the Developer.

2.3 Use of car parking area

If the Lot comprises an area for car parking, that area must be used only for the purpose of parking a Vehicle related to residence in that Lot and must not be used as an area for storage of any other items.

2.4 No enclosing car parking

(a) Subject to by-law 2.4(b), by-law 2.4(c) and by-law 2.4(d), an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area.

(b) An Owner or person authorised by an Owner may erect or install bollards of a type prescribed by the Owners Corporation around or within the boundary of a car parking area comprising the relevant part of the Owner's Lot. The relevant Owner or Occupier must maintain that bollard to the reasonable satisfaction of the Owners Corporation.

(c) If the installation of the bollard by the Owner or person authorised by the Owner referred to in by-law 2.4(b) penetrates, affects or alters the Common Property (**Affected Common Property Bollard Area**) in any way, then the Owner must Make Good the Affected Common Property Bollard Area if the relevant Owner or Occupier removes the bollard from the Affected Common Property Bollard Area at any time.

(d) By-Law 2.4 does not apply to Lots whose car parking areas, as at the date of registration of the Strata Plan, were enclosed with screening devices and were installed with remote controlled garage doors.

2.5 Disabled car parking

The Development Consent includes a condition regarding disabled car spaces with which Owners, Occupiers and the Owners Corporation must comply.

2.6 No leasing etc

(a) An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing within the building.

(b) By-law 2.6(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority.

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3 Standing and parking vehicles

3.1 On Common Property

An Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) on Common Property except with the prior approval of the Owners Corporation. A Vehicle parked or standing contrary to this by-law may be removed by the Owners Corporation at the cost of the Owner or Occupier and impounded until such costs are paid.

3.2 Visitor and disability parking and Invitees

(a) Without limiting by-law 3.1, an Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) in any visitor parking space, disability parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Building.

(b) An Invitee of an Owner or Occupier:

(1) may stand or park any Vehicle in any visitor parking space that comprises Common Property for a period of not greater than 8 hours in any 24 hour period, and limited to a maximum of 7 consecutive days; and

(2) must not stand or park any Vehicle (including shopping buggies or other motorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within, subject to by-law 3.2(b)(1), the Building.

3.3 Car Share schemes

The Developer may enter into an initial arrangement with a recognised car share scheme operator and assign or novate any contract/s to the Owners Corporation. The Owners Corporation may accept the assignment or novation (as the case may be) of any contract at the first annual general meeting of the Owners Corporation. Otherwise, it may be required to enter into a similar arrangement with a recognised car share scheme. It is a requirement of the Development Consent that car share spaces must:

(a) be offered to the car share operator at no cost to the care share operator; and

(b) be retained by the Owners Corporation for this purpose and must not be sold or leased to any individual owner or occupier nor use granted to any individual or occupier by any other means.

Any arrangement or contract with a car share scheme operator may provide for the placement of directional signage on the Common Property, for example in the basement and on the external façade of the Building, as agreed between the parties to any such arrangement or contract.

3.4 Bicycles

An Owner or Occupier must not permit any bicycle to be brought into any part of the Common Property including the foyers, lifts, 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 where the bicycle is being directly transported for the purpose of being stored within:

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(a) an Owner or Occupier's Lot or any storage space or car parking area affiliated with such Lot; or

(b) any area allocated for Invitees to the Building to store or park their bicycles.

3.5 Power sources

(a) An Owner or Occupier has the right to use any power source located within a Lot provided that the power source is separately metered and that the meter is connected to the electricity meter for the relevant Lot.

(b) The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of by-law 3.4(a).

4 Obstruction of Common Property

An Owner or Occupier must not obstruct or allow the obstruction of the legal use of Common Property by any person except on a temporary and non-recurring basis.

5 Plants on Common Property

An Owner or Occupier must not, except with the prior approval of the Owners Corporation:

(a) damage any tree, shrub, plant or flower on Common Property; or

(b) use any portion of the Common Property for their own purposes as a garden.

6 Damage to Common Property

6.1 Not to cause damage

(a) An Owner or Occupier must use all reasonable endeavours to ensure that any article within or that forms part of the Common Property is used only for its intended use.

(b) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Owners Corporation.

(c) An Owner or Occupier must immediately inform the Owners Corporation upon becoming aware of any material damage or a significant accident in the Premises or in the Common Property.

(d) An Owner or Occupier must immediately clean, repair or replace any damage or disturbance caused by that Owner or Occupier or their respective Invitees, whether directly or indirectly, to any Common Property or a Lot (other than a Lot owned by that Owner or Occupier) as a result of their action, inaction, omission or negligence.

(e) The Owners Corporation is entitled to effect any cleaning, repair or replacement that an Owner, Occupier or Invitee fails or refuses to carry out in accordance

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with by-law 6.1(d) within a reasonable time and to recover that cost (and ancillary recovery costs) as a debt under section 80 of the Strata Management Act.

(f) For the avoidance of doubt, if the Owners Corporation cannot recover the debt referred to in by-law 6.1(e) against an Occupier or Invitee of a Lot, that debt will be recoverable against the Owner of the relevant Lot.

6.2 No additions to Common Property

An approval given by the Owners Corporation under by-law 6.1 cannot authorise any additions to Common Property.

6.3 No removal of items from Common Property

An Owner or Occupier must not, without the prior written approval of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

6.4 Security, decorations, painting etc.

Subject to by-laws 6.5 and 17, this by-law 6 does not prevent an Owner or person authorised by an Owner from:

(a) installing any locking or other safety device (including peepholes) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(b) installing any structure or device to prevent harm to children within the Owner's Lot;

(c) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot; or

(d) painting, staining or polishing, as applicable, the internal surfaces of the walls in the Owner's Lot.

6.5 Owner to maintain

Despite section 62 of the Strata Management Act, the Owner of a Lot must:

(a) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 6.4 that forms part of Common Property and that services that Lot; and

(b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 6.4 that forms part of Common Property and that services that Lot.

6.6 Operation of by-law

The operation of this by-law 6 is subject to specific rights under any other by-law.

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7 Behaviour of Owners and Occupiers

7.1 Noise

An Owner or Occupier must not create any noise likely to interfere with the peaceful enjoyment of any part of the Building by another Owner or Occupier or any person lawfully in the Building.

7.2 No offensive behaviour

While within the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to:

(a) cause offence or embarrassment to another Owner or Occupier or to any other person lawfully in the Building; or

(b) detrimentally affect the amenity of the neighbourhood surrounding the Building.

7.3 No illegal or immoral purpose

An Owner or Occupier must not do anything, or use the Lot for any purpose, that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

7.4 No smoking

An Owner or Occupier must not:

(a) smoke tobacco or any other substance while on Common Property; and

(b) cause or allow smoke from tobacco or any other substance to enter the Common Property.

7.5 No skateboards etc.

An Owner or Occupier on Common Property must not use or ride a skateboard, roller blades or any other similar means of transport.

7.6 Children

An Owner or Occupier 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 lift, car parking area or other area of possible danger or hazard to children.

7.7 Lifts

An Owner or Occupier must:

(a) not allow children to operate any lifts;

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Executive Committee; and

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(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.

7.8 Rooftop Sky Garden

(a) Subject to all other by-laws in this instrument, an Owner or Occupier must:

(1) use the Rooftop Sky Garden only during the hours between 6.00am and 10.00pm daily or the hours as otherwise determined by the Owners Corporation in its absolute discretion;

(2) promptly notify the Building Manager of any damaged or malfunctioning equipment in the Rooftop Sky Garden;

(3) accompany its Invitees at all times in the Rooftop Sky Garden;

(4) ensure that it and all its Invitees wear appropriate attire at all times in the Rooftop Sky Garden; and

(5) use the Rooftop Sky Garden at its own risk.

(b) Subject to all other by-laws in this instrument, an Owner or Occupier must not:

(1) permit any child under 16 years of age over whom the Owner or Occupier has control on the Rooftop Sky Garden unless accompanied by an adult exercising effective control;

(2) at any time permit ball games, music, noisy or hazardous activities on the Rooftop Sky Garden; and

(3) at any time permit pets on the Rooftop Sky Garden unless they are necessary to aid a person with a disability.

7.9 Private functions on Rooftop Sky Garden

(a) Subject to by-laws 7.9(b) and 7.9(c), an Owner or Occupier may book no more than a single pod area at any one time in the Rooftop Sky Garden for private functions.

(b) If an Owner or an Occupier wishes to host a party, gathering or meeting in a pod area in the Rooftop Sky Garden, the following conditions apply:

(1) the Owner or the Occupier must:

(A) obtain the prior approval of the Owners Corporation; and

(B) if the Owners Corporation so requests, pay to the Owners Corporation in cleared funds a bond in an amount specified by the Owners Corporation, which bond may be used by the Owners Corporation to effect any cleaning, repair or replacement that an Owner or Occupier fails or refuses to carry out in accordance with by-law 6.1(d) following the use of the Rooftop Sky Garden; and

(2) each of the Owner and the Occupier indemnifies the Owners Corporation against any claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the use of the Rooftop Sky Garden.

(c) If, in the opinion of the Owners Corporation, the event might interfere with the quiet enjoyment of other Owners or Occupiers or interfere with the ease use or

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amenity of the Rooftop Sky Garden, the Owners Corporation may, without limitation, do all or any of the following:

(1) restrict the number of visitors using the Rooftop Sky Garden at any one time;

(2) require the Owner or Occupier to employ security guards for the duration of the event;

(3) require the Owner or Occupier to employ other staff for the duration of the event;

(4) restrict the hours the Owner or Occupier may use the Rooftop Sky Garden for the event; and

(5) restrict the use of the Rooftop Sky Garden for the event to a specified pod area, which may be designated by the Owners Corporation at its absolute discretion.

8 Owners and Occupiers are responsible for Invitees

8.1 Reasonable steps

An Owner or Occupier must take all reasonable steps to ensure that each Invitee of the Owner or Occupier:

(a) complies with these by-laws and any applicable Rules;

(b) leaves the Building if the Invitee does not comply as required under by-law 8.1(a); and

(c) does not do anything an Owner or Occupier is not itself entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Building.

8.2 Tenants

If an Owner or Occupier leases or licenses its Lot, or part of its Lot, the Owner or Occupier:

(a) must give the tenant or licensee a copy of these by-laws and any applicable Rules;

(b) must take reasonable steps to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Building;

(c) must ensure that any leasing of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW);

(d) must ensure that any leasing agent is made aware of the restriction on use of the Lot imposed under the Development Consent;

(e) must ensure that the Owner of Occupier complies with the notice requirements of section 119 of the Strata Management Act;

(f) must take all action reasonably available to it, including action under the lease or licence agreement, to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Building; and

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(g) remains responsible at all times for the acts or omissions of any lessee or licensee of its Lot.

8.3 Invitees to be accompanied

An Owner or Occupier must accompany its Invitees whilst in the Building at all times other than when those Invitees are entering or leaving the Building.

9 Waste disposal

9.1 Shared garbage shutes and garbage rooms

The Strata Scheme has shared garbage chutes for garbage and a garbage room for recyclable material on each floor of the Building which contains residences. An Owner or Occupier:

(a) must ensure that before garbage is placed in a garbage chute or recyclable material is placed in the appropriate receptacle in a garbage room it is, in the case of refuse, securely wrapped or, in the case of recyclable material, separated and prepared in accordance with the applicable recycling guidelines;

(b) must not put in a garbage chute:

(1) bottles or glass;

(2) liquids;

(3) open or exposed food items;

(4) items that weigh more than 2.5 kilograms;

(5) cardboard; or

(6) any other item that might block the garbage chute; and

(c) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the garbage chutes and must take such action as may be necessary to clean the area within which that thing was spilled.

9.2 Garbage and waste removal

The Original Owner will enter into a garbage and waste removal contract with an appropriate contractor or contractors and to assign or novate any contract/s to the Owners Corporation. The Owners Corporation may accept the assignment or novation (as the case may be) of any contract at the first annual general meeting of the Owners Corporation or enter into similar arrangements as decided at that meeting, and must maintain appropriate garbage removal contracts throughout the life of the strata scheme. The cost of any contract/s must be shared between the Lots on a unit entitlement basis.

9.3 Dumping of rubbish and other items

The dumping of large rubbish or illegal items (as may be determined by the Executive Committee acting reasonably) in garbage rooms is prohibited.

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9.4 In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

9.5 General

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

10 Cleaning windows, louvers and doors

10.1 General

An Owner or Occupier of a Lot must keep that Lot clean and in good repair.

10.2 Cleaning of glass surfaces and louvers

Except in the circumstances referred to in by-law 10.3, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors and any louvers on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

10.3 Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors and any louvers that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

10.4 Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees and contractors access to the Lot for the purpose of carrying out work under this by-law. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

11 Storage of inflammable liquids and other substances and materials

11.1 General prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store in the Building any inflammable chemical, liquid, gas or other material.

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11.2 Limited exceptions

This by-law 11 does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to a maximum size of 9kg; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Moving furniture and other objects on or through Common Property

12.1 Notice

(a) An owner or Occupier must book any move in or vacating move with building management prior to moving to ensure minimal impact on the normal operation of the building with residents.

(b) An Owner or Occupier must not move any item of furniture or large object through Common Property unless sufficient notice (at least 48 hours) has first been given to the Owners Corporation or its nominated representative so as to:

(1) arrange a date and time with the Owners Corporation for the Owner or Occupier to move the item of furniture or large object through the Common Property.

(2) enable the Owners Corporation to arrange for its nominee to be present at the agreed time on the agreed date; and

(3) if out of standard building management hours, cover the additional costs of attendance of the Owners Corporation's nominee to be present.

(c) If a Building Management Agreement is entered into and if the tasks of the Executive Committee under this by law are to be carried out by the Building Manager under the Building Management Agreement the Owner or the Occupier must give the notice referred to in by law 12.1(a) to the Building Manager.

(d) An Owner or Occupier must only move items of furniture and large objects through Common Property during the times agreed by the Owners Corporation or Building Manger (as applicable).

12.2 Executive Committee may specify

The Executive Committee may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner, including conditions as to the permitted days and hours for moving, and the provision by the Owner or Occupier of an appropriate security bond, in accordance with by-law 12.4.

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12.3 Executive Committee

If the Executive Committee has specified the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with the specifications and directions of the Executive Committee.

12.4 Bond, insurance for moving certain articles and moving damage

(a) If required by the Executive Committee in accordance with by-law 12.2, an Owner or Occupier of a Lot must not transport any article which may cause damage or obstruction, or any furniture or large object, through or on Common Property unless, at least one Business Day before transporting the article or furniture or large object:

(1) the Owner or Occupier of that Lot has paid to the Owners Corporation in cleared funds a bond in an amount specified by the Executive Committee in accordance with by-law 12.2, which bond may be used by the Owners Corporation in accordance with by-law 12.4(b); and

(2) if the article or furniture or large object will be transported through or on Common Property because the Owner or Occupier is commencing or ending occupation of a Lot, the Owner or Occupier of that Lot has provided to the Owners Corporation evidence of currency of public liability insurance cover with an authorised insurer incorporating cover in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the transportation of the article or furniture or large object to a minimum of $2,000,000 in respect of which the person responsible for transportation of the article or furniture or large object is named as an insured party.

(b) The Owners Corporation may apply all or any part of the bond to restoring or replacing any property of the Owners Corporation or any property of the Owner or Occupier of another Lot in the Strata Scheme which is damaged during the course of the transportation of the article or furniture or large object. It may do so without prejudice to any other right that may arise by reason of the damage to the property.

(c) The Owners Corporation must pay any residue of the bond to the person providing same within 28 days of completion of the transportation of the article or furniture or large object or if, in the opinion of the Owners Corporation, restoration or replacement of property is necessary within 28 days of completion of the restoration or replacement of property.

(d) Where the transportation of any article by the Owner or Occupier causes damage to any part of the Common Property or another Owner's Lot, and the cost to repair such damage exceeds the bond amount and the proceeds of any insurance claim, the Owner or Occupier whose article caused such damage must pay the excess amount to the Owners Corporation.

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13 Floor coverings

13.1 Noise minimisation

An Owner or Occupier must not do anything to the floor space within its Lot that may increase the transmission from the floor space of noise likely to disturb the peaceful enjoyment of another Owner or Occupier.

13.2 Floor finish

Without limiting the requirements of this by-law, if an Owner is using a floor finish within an Owners Lot other than carpet, the minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or the City of Sydney Council, whichever is the higher standard.

13.3 Change to flooring

(a) This by-law 13.3 does not apply where an Owner proposes to change any flooring within a Lot to carpet, provided suitable carpet underlay is installed.

(b) Without limiting by-law 17, an Owner proposing to change any flooring within a Lot must apply to the Owners Corporation for approval prior to undertaking any change to the flooring.

(c) The approval of the Owners Corporation will not be unreasonably withheld to a change of flooring provided that the application contains sufficient information to enable the Owners Corporation to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied.

(d) Without limiting the generality of the information that the Owners Corporation may request in connection with an application for approval to change flooring, an Owner must include with any application a report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has analysed the proposed floor finish, the method of installation and the effect of sound transmission including impact noise following installation; and

(2) as a result of this analysis, the acoustic engineer is of the opinion that the proposed floor finish will not breach by-law 13.1 and will comply with by-law 13.2.

(e) Promptly after the installation of any flooring pursuant to this by-law 13.3, the Owner must provide to the Owners Corporation a further report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has tested the flooring as installed; and

(2) the resulting sound transmission complies with the parameters set out in by-law 13.2.

13.4 Exceptions

This by-law 13 does not apply to floor space comprising a kitchen, laundry, powder room, ensuite or bathroom.

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14 Keeping of animals

14.1 Consent required

Subject to section 49(4) of the Strata Management Act, an Owner or Occupier must not, except with the prior approval of the Owners Corporation:

(a) keep any animal on Common Property; or

(b) keep any animal on their Lot, other than one cat, one small dog (up 15 kilograms in weight), one caged bird or fish in a secure aquarium.

14.2 Consent not to be unreasonably withheld

The Owners Corporation must not unreasonably withhold its approval to the keeping of an animal on a Lot.

14.3 Conditions

If an Owner or Occupier may keep an animal on its Lot or on Common Property under this by-law 14, then the Owner or Occupier:

(a) must notify the Owners Corporation that the animal is being kept on their Lot;

(b) must ensure that the animal is at all times kept under control and usually within the confines of its Lot;

(c) must ensure that the animal does not enter any part of Common Property designated from time to time by the Executive Committee as an area on which animals may not enter and, when the animal is on any part of the Building other than its Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;

(d) must carry the animal when the animal is on any part of the Building other than its Lot or ensure that the animal is appropriately tethered and under their control;

(e) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:

  (1) any noise caused by the animal which is disturbing to an extent which is unreasonable; and

  (2) damage to or loss of property or injury to any person caused by the animal;

(f) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Building;

(g) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and

(h) must, if in the opinion of the Executive Committee (acting reasonably) the Owner or Occupier is not complying with this by-law 14 and the Executive Committee so requests, remove the animal from the Building.

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14.4 No vermin or pests

An Owner or Occupier must keep its Lot free of vermin and pests and must immediately inform the Owners Corporation or the Building Manager or, if there is no Building Manager, the Strata Manager on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

14.5 Exceptions

This by-law 14:

(a) applies to an Owner, Occupier and visitor to the Building;

(b) does not prevent the keeping of a dog used as a guide or hearing dog; and

(c) does not allow an Excluded Dog to be kept or brought into the Building.

15 Appearance of Lot

15.1 Externally visible items

(a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) Owners and Occupiers of balconies and terraces must not, except with the prior approval of the Owners Corporation and any relevant Authority, install umbrellas, shade structures or any other devices that protrude above the parapet.

(c) An Owner or Occupier must not install:

(1) any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot; or

(2) any security grilles to any exterior windows or doors on a Lot.

15.2 Hanging of washing and other items

An Owner or Occupier must not hang any washing, towel, bedding, clothing or other similar article on any part of the Building outside of its Lot or on Common Property.

15.3 Lattices or grilles

(a) Subject to by-law 15.3(b), an Owner or Occupier must not without the prior approval of the Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).

(b) By-law 15.3(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.

(c) Each Owner of a Lot with a screening device as described in this by-law 15.3:

(1) agrees that the relevant screening device does not form part of the Common Property; and

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(2) must maintain and keep in a state of good and serviceable repair the screening device.

15.4 Windows and glass doors

(a) Subject to by-law 15.4(b), an Owner or Occupier must not, without the prior approval of the Owners Corporation, affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony or terrace forming part of a Lot (this does not include any curtain, blind or shutter).

(b) By-law 15.3 does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

15.5 Curtains etc

Any curtain, blind, shutter or other treatment in a window or door, which faces public or common areas, must have a backing coloured white.

15.6 Balconies and terraces

Without limiting by-law 15.1, an Owner or Occupier:

(a) must not erect any walls, barriers, screens, blinds, wind breaks, sunscreens or similar items, or create by any other means an enclosure, around the balcony or terrace of the relevant Lot;

(b) must ensure that any balcony or terrace furniture for the relevant Lot is of an appearance consistent with the standard of the Building;

(c) must not use any balcony or terrace for the relevant Lot as a storage space;

(d) may only use a barbeque of a type prescribed by the Owners Corporation from time to time, and between the hours of 9.00am to 9.00pm or during other hours approved by the Owners Corporation;

(e) must not, when using a barbeque on the relevant Lot, unreasonably interfere with the use of and enjoyment of any other Lot by any other Owner or Occupier;

(f) must keep all internal gardens and balconies clean, tidy and well maintained; and

(g) must not place any item on the balcony or terrace that would pose a climbing hazard.

15.7 Security of items on balconies and terraces

(a) Owners and Occupiers of Lots must ensure that any furniture, possessions and other items on balconies and terraces are secured or safely stored in order to prevent any item from blowing away or falling from the relevant balcony or terrace. Without limitation:

(1) any umbrellas used must be weighted at the base;

(2) umbrellas must never be left up when the balcony or terrace is not in use or there are high winds; and

(3) all portable items should be removed from any balcony or terrace or stored securely when the balcony or terrace is not in use.

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(b) Owners and Occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

15.8 Planter boxes

(a) To the extent that planter boxes are located:

(1) on a balcony or terrace which forms part of a Lot, the Owner or Occupier of that Lot must:

(A) properly maintain the soil and landscaping in the planter boxes;

(B) ensure the planter is regularly watered via the irrigation system (if provided);

(C) maintain and repair the planter and associated irrigation system (if provided);

(D) when watering the plants or soil make sure that the water does not go on to Common Property or another Lot; and

(E) not change plant types to plant types that are materially different from the planting on visible balconies or terraces. (This is to maintain visual consistency and to prevent aggressive tree species causing damage to waterproofing).

(2) within Common Property which adjoins the balcony or terrace of a Lot:

(A) the Owners Corporation will maintain the soil and landscaping in the planter boxes; and

(B) the Owner or Occupier of the relevant Lot must not interfere with, damage or replace any of the contents of the planter boxes nor use the planter boxes for their own purposes as a garden.

(b) Should an Owner or Occupier fail to maintain the soil, soil condition, irrigation system (if provided) and/or plants in planter boxes as provided for in by-law 15.8(a)(1), the Owners Corporation has the right to enter the Lot and maintain and reinstate, at the cost of the Owner, the planter boxes, including all components to restore them to their original condition.

15.9 Landscaping

(a) 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.

(b) As a general rule, the style of the landscaping throughout the Building is specified and approved by Council and the nature and style of the landscaping should not be changed without Council approval.

15.10 Use of water on balconies and terraces

An Owner or Occupier must:

(a) not use water hoses or any other water spraying apparatus on any balcony or terrace of a Lot, and must only use:

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(1) a watering can or other hand held watering device; or

(2) a mop, squeegee or bucket,

which is not connected to the main water supply;

(b) ensure that water does not overflow from the balcony or terrace of their Lot;

(c) indemnify the Owners Corporation against any expense or liability arising from the overflow of water from the balcony or terrace of their Lot, including without limitation the cost of cleaning the windows of any other Lots; and

(d) pay in accordance with the direction of the Owners Corporation, any amount for which the Owner is liable under by-law 15.8(c) within 14 days of service of a written notice from the Owners Corporation requiring payment and providing copies of all relevant invoices. If not so paid by the Owner or Occupier, the Owners Corporation may pay the invoices and may recover from the Owner the amount of the invoices together with the expenses of the Owners Corporation incurred in recovering this amount as a debt due from the Owner.

15.11 Transmission devices

An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, install in the Building any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

15.12 Interference

An Owner or Occupier must not operate from the Building any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Building.

16 Insurance premiums

16.1 Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

16.2 Increased premium

If pursuant to by-law 16.1 an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

(a) pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and

(b) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 16.1.

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17 Carrying out Major Building Work and Minor Building Work

17.1 Permitted Major Building Work - conditions

If an Owner or an Occupier (with the Owner's prior approval) wishes to carry out Major Building Work on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Work (**Affected Common Property**), the following conditions apply:

(a) each of the Owner and the Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Major Building Work contemplated by this by-law 17 and the use of the result of the Major Building Work;

(b) the Owner and the Occupier must ensure that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work:

(1) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(2) damages or interferes with a wall or any other boundary between Lots; or

(3) voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;

(c) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and

(d) the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

17.2 Obligations on Owner or Occupier

An Owner or an Occupier desiring to exercise rights under this by-law 17 must:

(a) before doing any Major Building Work:

(1) obtain from the Owners Corporation a by-law conferring a special privilege in respect of the Affected Common Property on the Owner or Occupier (if applicable), in accordance with Division 4 of the Strata Management Act;

(2) ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager where service lines, pipes and conduits are located;

(3) arrange with the Building Manager or, if there is no Building Manager, the Strata Manager suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Work;

(4) if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Work will not have any adverse effect on Common Property or any Lot;

(5) if the Owners Corporation so requests, provide any further particulars of plans and specifications of any works proposed;

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(6) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Major Building Work to be carried out;

(7) if the Owners Corporation so requests, pay to the Owners Corporation in cleared funds a bond in an amount specified by the Owners Corporation (being no less than 10% of the cost of the Major Building Works) in accordance with by-law 17.3(a), which bond may be used by the Owners Corporation in accordance with by-law 17.3(b); and

(8) provide copies of all relevant Authority approvals required by law to the Owners Corporation;

(b) comply with the reasonable requirements of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(c) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;

(d) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(e) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager about the placement and storage of building materials and the erecting of any scaffolding;

(f) not damage Common Property, including service lines, pipes of conduits or interfere with, or interrupt them or any of them;

(g) do the Major Building Work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;

(h) repair any damage caused to Common Property or the property of another Owner or Occupier;

(i) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(j) at the completion of the Major Building Work, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work has:

(1) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and

(2) detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

17.3 Owners Corporation may prescribe hours for access and bond

(a) The Owners Corporation may, for the purposes of this by-law 17 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Work and the provision by the

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Owner or Occupier of an appropriate security bond, in accordance with by-law 17.2(a)(7).

(b) The Owners Corporation may apply all or any part of the bond to restoring or replacing any property of the Owners Corporation or any property of the Owner or Occupier of another Lot in the Strata Scheme which is damaged as a result of the Major Building Work. It may do so without prejudice to any other right that may arise by reason of the damage to the property.

(c) Where damage to any part of the Common Property or another Owner's Lot arises as a result of the Major Building Work, and the cost to repair such damage exceeds the bond amount and the proceeds of any insurance claim, the Owner or Occupier whose Major Building Work caused such damage must pay the excess amount to the Owners Corporation.

17.4 Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

17.5 Minor Building Work

An Owner or Occupier must not carry out Minor Building Works within its Lot unless the relevant Owner or Occupier:

(a) obtains the prior written consent of the Owners Corporation; and

(b) ensures that any damage caused by carrying out the Minor Building Works under this by-law 17.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

and by-laws 17.2(a)(4), 17.2(a)(6), 17.2(a)(8), 17.2(c), 17.2(i) and 17.2(j) apply with the necessary changes.

17.6 Standard of Major Building Works and Minor Building Works

All Major Building Works and Minor Building Works must be performed in a proper and workmanlike manner and must comply with all laws of any relevant Authority.

18 Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power to Refurbish the Common Property.

19 Rules

19.1 Owners Corporation may make Rules

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation has the power under this by-law 19 to make rules about the control,

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management, operation, use and enjoyment of the Building generally and Common Property or a part of it, in particular (**Rules**).

19.2 Variation

The Owners Corporation may vary Rules at any time.

19.3 Inconsistency

If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

19.4 Binding

Rules bind an Owner and Occupier and any person on the Building with the express or implied consent of an Owner or Occupier or the Owners Corporation.

20 Agreement with Building Manager

20.1 Building Management Agreement

In addition to its powers under the Strata Management Act, the Owners Corporation has the power under this by-law 20 to appoint and enter into an agreement (**Building Management Agreement**) with an appropriately qualified person (**Building Manager**) to provide services to the Owners Corporation and the Building, including concierge, building management, asset maintenance, contract management, operational services and do anything else that the Owners Corporation agrees is necessary for the management and operation of the Building or the Strata Scheme, at a fee.

20.2 Cost

The cost of any Building Management Agreement is payable by all Owners on a unit entitlement basis.

21 Advertising

21.1 Prohibition

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Building any Advertising visible from any Lot or the Common Property or from outside the Building, including any "for sale" or "for lease" signage.

21.2 Exception for the Developer

The Developer may, without obtaining the approval of the Owners Corporation, erect, display, affix or exhibit Advertising on the Common Property, or on any Lot of which the Developer is the Owner or Occupier, in connection with Selling and Leasing Activities.

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21.3 Developer obligations

In erecting, displaying, affixing or exhibiting Advertising in accordance with by-law 21.2, the Developer must:

(a) use reasonable endeavours to ensure that other Owners or Occupiers are caused as little inconvenience as is reasonably practicable;

(b) cause any damage resulting from the Advertising to be repaired on a timely basis and in a good workmanlike manner; and

(c) comply with all requirements of any Authority in respect of erecting, displaying, affixing or exhibiting Advertising under by-law 21.2.

21.4 Display unit

The Developer may, without obtaining the approval of the Owners Corporation, use any Lot of which the Developer is the Owner or Occupier, as a display unit in connection with Selling and Leasing Activities.

22 Work, health and safety

22.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

22.2 Included matters

This by-law 22 refers to matters like:

(a) safe balustrade heights;

(b) safe driving in car parks; and

(c) weight and positioning of planters on balconies.

22.3 Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 22 it should discuss those concerns with the Building Manager or, if there is no Building Manager, the Strata Manager.

23 Provision of amenities or services

The Executive Committee may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

(a) security;

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(b) services;

(c) window cleaning;

(d) repair, maintenance and cleaning of window screens and louvres;

(e) garbage disposal and recycling services;

(f) electricity, water (potable and non-potable), sewerage services or gas supply;

(g) artificially heated and cooled air;

(h) telecommunication or data services (for example, cable television); or

(i) energy management services.

24 Security

24.1 Owners Corporation responsibility

The Owners Corporation must take reasonable steps to:

(a) stop intruders coming into the Building; and

(b) prevent fires and other hazards.

24.2 Security systems

The Owners Corporation will install and operate in the Common Property audiovisual security cameras and other audiovisual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

24.3 No interference

An Owner or Occupier must not:

(a) interfere with the security equipment installed by the Owners Corporation; or

(b) do anything that might prejudice the security or safety of the Building, the Common Property or its occupants.

24.4 Fire and security doors

An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

24.5 Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier.

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24.6 Fire control

(a) An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

(b) The Owners Corporation or an Owner or Occupier of a Lot must, in respect of the Building or the Lot, as appropriate:

(1) consult with any relevant Authority as to an appropriate fire alarm and fire sprinkler system for the Building or the Lot;

(2) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Building or the Lot to the satisfaction of all relevant Authorities; and

(3) take all reasonable steps to ensure compliance with fire laws in respect of the Building or the Lot.

(c) An Owner or Occupier of a Lot must not interfere with the fire stair door operation or any door alarm system.

(d) An Owner or Occupier of a Lot must ensure that any key to the Lot is compatible with the master key system (if any) for the Building to allow access to the Lot during emergencies by emergency services and personnel of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager.

24.7 Fire Inspections

(a) An Owner or Occupier must cooperate with the Owners Corporation and its agents with regard to annual fire inspections of the Lot.

(b) If an Owner or Occupier does not comply with by-law 24.7(a) and a reinspection is required, the Owners Corporation may pay the cost of reinspection and recover this amount as a debt due from the Owner.

25 Security keys and alarms

25.1 Owners Corporation to issue

The Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

25.2 Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys as determined by the Executive Committee from time to time. The Owners Corporation may limit the number of Security Keys that may be issued to an Owner or Occupier as determined by the Executive Committee from time to time.

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HERBERT SMITH FREEHILLS

25.3 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

(a) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;

(b) not duplicate or permit any Security Key to be duplicated;

(c) take all reasonable steps to ensure that Security Keys are not lost;

(d) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and

(e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

25.4 Alarms

The Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

(a) the alarm has "back to base" facilities;

(b) the alarm is silent or, if the alarm has an audible shrieker, the sound from that shrieker is directed and emitted into the residential component of the relevant Lot only; and

(c) the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

25.5 Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Building Manager or, if there is no Building Manager, the Strata Manager and by-law 25.3(e) applies.

26 Restricting access

26.1 General provisions

The Owners Corporation may for security reasons or effective control and management of the Building:

(a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access or exclusive use rights; and

(b) restrict, by security device, access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights or special privilege over Common Property.

26.2 Access to the roof of the Building

The Owners Corporation may prohibit access to the roof of the Building by any person (whether an Owner or an Occupier) unless that person has the prior consent of the Building Manager or, if there is no Building Manager, the Strata Manager.

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HERBERT SMITH FREEHILLS

27 Notice board

The Owners Corporation may cause a notice board to be affixed to some part of the Common Property.

The following sign is to be affixed to the notice board:

'**Council Resident Parking Permit Scheme**

All owners, tenants and occupiers of this building are advised that they are not eligible to obtain an on-street resident parking permit from Council.'

Req:R282660 /Doc:SP 0093105 D /Rev:19-May-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:39 of 39
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

HERBERT SMITH FREEHILLS

Signing page

Executed as an agreement

Certified correct for the purposes of the *Real Property Act 1900*.

Signed on behalf of **Erskin FCP Pty Limited** ACN 127 081 074 by its attorney under power of attorney registered book 4668 no. 466 dated 22 May 2014 in the presence of:

Witness

DAVID MCLAREN

Print name

SUITE 6.06 50 HOLT ST
SURRY HILLS NSW 2010

Print address

Chris Roche

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

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney dated *18th November 2002* and registered in *New South Wales Book: 4376 Folio: 410 by*

JOHN LESLIE BRYANT

who certifies that he/she is a *Senior Manager / Manager* and that he/she has not received notice of revocation of that Power.

Signature of Attorney in the presence of

Signature of Witness

SHERLING CHW

Print name of Witness

18/242 Pitt Street
SYDNEY NSW 2000

Address of Witness

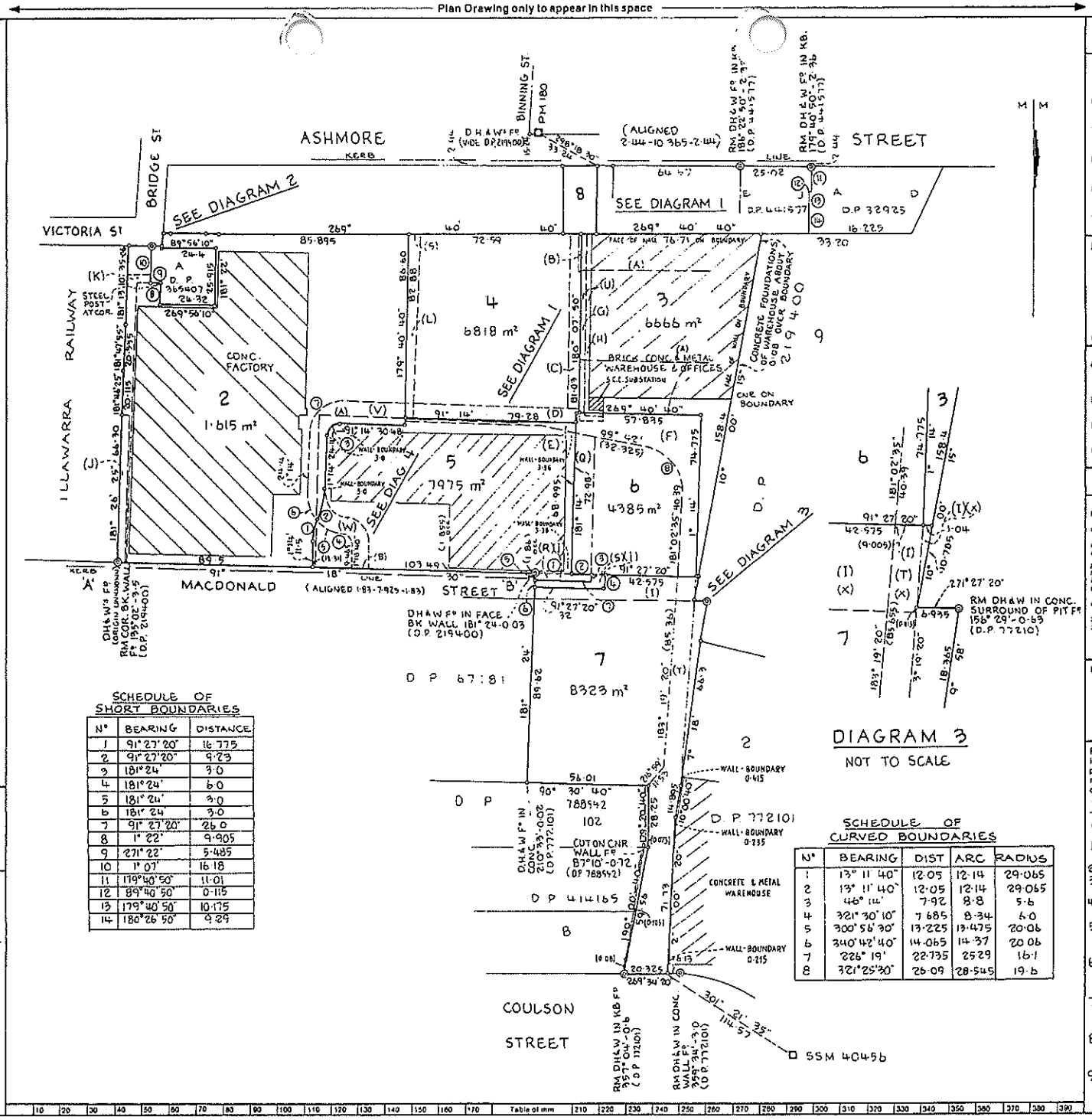
REGISTERED 19.5.2016

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURE AND SEALS ONLY



SCHEDULE OF SHORT BOUNDARIES

N°	BEARING	DISTANCE
1	91° 27' 20"	16·775
2	91° 27' 20"	9·23
3	181° 24'	3·0
4	181° 24'	6·0
5	181° 24'	3·0
6	181° 24'	3·0
7	91° 27' 20"	26·0
8	1° 22'	9·905
9	271° 22'	5·485
10	1° 07'	16·18
11	179° 40' 50"	11·01
12	89° 40' 50"	0·115
13	179° 40' 50"	10·175
14	180° 26' 50"	9·29

SCHEDULE OF CURVED BOUNDARIES

N°	BEARING	DIST	ARC	RADIUS
1	13° 11' 40"	12·05	12·14	29·065
2	13° 11' 40"	12·05	12·14	29·065
3	46° 11'	7·92	8·8	5·6
4	321° 30' 10"	7·685	8·34	6·0
5	300° 56' 30"	13·225	19·475	20·06
6	340° 42' 40"	14·065	14·37	20·06
7	226° 19'	22·735	25·29	16·1
8	321° 25' 30"	26·09	28·545	19·6

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of section 346 of the † Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, † Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed "Subdivision" (insert "new road", "subdivision" or "consolidated lot") set out hereon

Subdivision No. 12/89

Date 27th February, 1989

(Signature) .....

Deputy Town Clerk/Council Clerk

Council File No. SOB-00145

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.

SURVEYOR'S REFERENCE: 26861

DP 788543

Registered: CBW 11-5-1989

C.A: Nº 12/89 of 27-2-1989

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: SOUTH SYDNEY SH 7 # DP. 219400 # U 0945 – RE 8445 #

Last Plan: DP. 219400, D.P. 438037 D.P. 788542.

PLAN OF SUBDIVISION OF LOT 8 D.P. 219400, LOT A D.P. 438037, LOT 101 D.P. 788542.

Lengths are in metres. Reduction Ratio 1:250

~~Municipality~~ City: SOUTH SYDNEY

Locality: ALEXANDRIA

Parish: PETERSHAM & ALEXANDRIA

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable).

I, BRYAN MAXWELL MASON of FRANK MASON & CO P/L of 2 WINSLOW ST. MILSONS POINT FAX 929 7727 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

the 22 MARCH 1989

Signature ..... Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth, Bearing and date of survey: A'-B'

Plans used in preparation of survey/compilation.
DP's 772101, 219400, 438037, 441577, 32925, 365407

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES
2. EASEMENT TO DRAIN WATER 1·5 WIDE
3. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 5 WIDE
4. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6·77 WIDE
5. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 1·23 WIDE & VARIABLE
6. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES VARIABLE WIDTH
7. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES VARIABLE WIDTH.
8. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9 WIDE
9. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 3 WIDE

CONTINUED SHEET 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R395184 /Doc:DP 0788543 P /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:1 of 2
Ref:Corrs Chambers Westgarth NSW /Src:P

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 788543

Registered: 11-5-1989

This is sheet 2 of my plan in 2 sheets dated

Surveyor registered under Surveyors Act 1929

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

Deputy Town Council Clerk

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

10. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 3 WIDE AND 6 WIDE
11. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 WIDE AND VARIABLE WIDTH
12. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 4 WIDE
13. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE AND VARIABLE
14. RIGHT OF CARRIAGE AND EASEMENT FOR SERVICES 8 WIDE

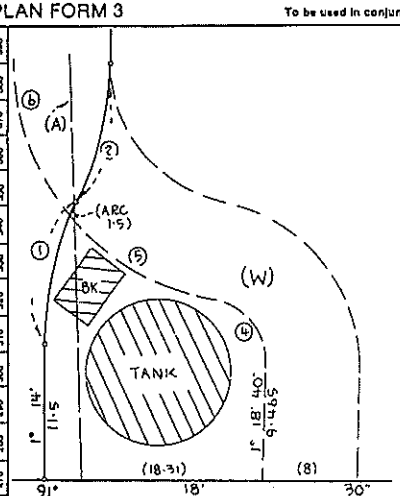


DIAGRAM 4
NOT TO SCALE

DIAGRAM 1
NOT TO SCALE

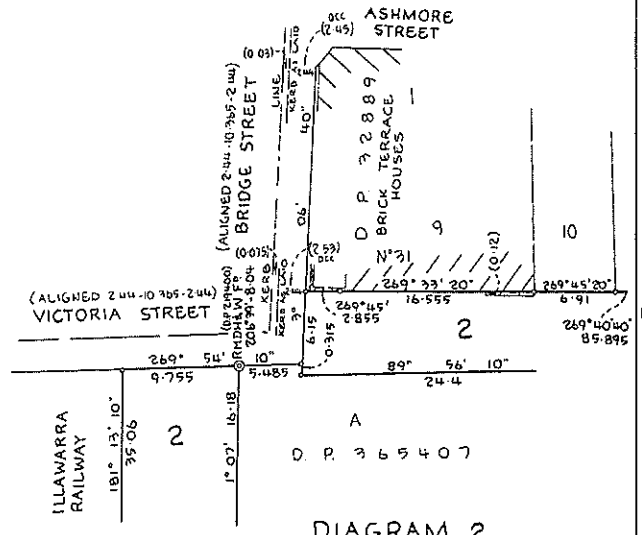


DIAGRAM 2
NOT TO SCALE

(A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES - APPROX POSITION SHOWN BY BROKEN LINES
(B) EASEMENT TO DRAIN WATER 1·5 WIDE
(C) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5 WIDE
(D) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6·77 WIDE
(E) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 1·23 WIDE & VARIABLE
(F) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES VARIABLE WIDTH
(G) RIGHT OF WAY 4 WIDE - VIDE ~~S 753088~~ S 752068 S 752068
(H) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE - VIDE ~~S 716601~~
(I) EASEMENT FOR SEWERAGE AND STORMWATER DRAINAGE VIDE C 554828
(J) SITE OF EASEMENT TO COMMISIONER OF RAILWAYS ~~1·85~~ WIDE VIDE D 263957
(K) EASEMENT FOR ~~DRAINAGE~~ 3·66 WIDE VIDE D 969777
(L) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES VARIABLE WIDTH
(M) RIGHT OF WAY 10 WIDE VIDE S 408064
(N) RIGHT OF FOOTWAY 0·795 & 0·865 WIDE VIDE G 18979
(O) RIGHT OF FOOTWAY VARIABLE WIDTH VIDE S 408063 (SEE D.P. 615616)
(P) RIGHT OF WAY VARIABLE WIDTH VIDE R 958213 (SEE D.P. 610963)
(Q) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9 WIDE
(R) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 WIDE
(S) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 & 6 WIDE
(T) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9 WIDE & VARIABLE
(U) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 4 WIDE
(V) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE & VARIABLE
(W) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE
(X) BENEFITED BY RIGHT OF FOOTWAY CREATED BY S 408063 (SEE DP 615616)
" " " " WAY " " S 408064 (PLAN)
(Y) BENEFITED BY RIGHT OF FOOTWAY CREATED BY G 18979.

Reduction Ratio 1/X AS SHOWN

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 26861

AREAS, DIMENSIONS AMENDED IN LTO. VIDE 1324 ... MAY 22-4-1992 ...

Req:R395184 /Doc:DP 0788543 P /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:2 of 2
Ref:Corrs Chambers Westgarth NSW /Src:P

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:1 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

DP 788543

Lengths are in metres

(Sheet 1 of ~~19~~ 20 Sheets)

PART 1

Deposited Plan No [illegible] ubdivision of Lot 8 P 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERKS CERT. NO. 12/89

Full name and address of proprietor of the land: Elders Finance Limited of 4 O'Connell Street, Sydney

1. Identity of Easement of restriction firstly referred to in above-mentioned plan: Easement to drain water over existing line of pipes

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
3	6
3	4
5	4
2	4
3	8

2. Identity of Easement or restriction secondly referred to in above-mentioned plan: Easement to drain water 1.5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
4	8

22AK79NSM/1 AK1

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:2 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

DP 788543

Lengths are in metres

PART 1

Deposited Plan No: DP788543	Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542 Council Clerk's Cert. No 12/89
Full name and address of proprietor of the land:	Elders Finance Limited of 4 O'Connell Street, Sydney

3. Identity of Easement or restriction thirdly referred to in above-mentioned plan: Right of Carriageway and Easement for services 5 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
4	3

4. Identity of Easement or restriction fourthly referred to in above-mentioned plan: Right of Carriageway and Easement for services 6.77 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
4	2, 3, 5, 6 & 7

22AK79NSM/2 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:3 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919 DP 788543

Lengths are in metres (Sheet 3 of ~~19~~ 20 Sheets)

PART 1

Deposited Plan No: DP 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERK'S CERT. No 12/89

Full name and address of proprietor of the land: Elders Finance Limited of 4 O'Connell Street, Sydney

5. Identity of Easement or restriction fifthly referred to in above-mentioned plan: Right of Carriageway and Easement for services 1.23 and variable

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
5	2, 3, 4, 6 & 7

6. Identity of Easement or restriction sixthly referred to in above-mentioned plan: Right of Carriageway and Easement for services variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
6	2, 3, 4, 5 & 7

22AK79NSM/3 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:4 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

DP 788543

Lengths are in metres (Sheet 4 of ~~19~~ 20 Sheets)

PART 1

Deposit

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
Council Clerk's Cert. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

Right of Carriageway and Easement for services variable width

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
4	2

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

Right of Carriageway and Easement for services 9 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
6	5

22AK79NSM/4 MW

REGISTERED 1 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:5 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

DP 788543

Lengths are in metres (Sheet 5 of ~~19~~ 20 Sheets)

PART 1

Deposited Plan No:

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERK'S NO. 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

Right of Carriageway and Easement for services 3 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
5	6 & 7

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

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

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
6	5 & 7

22AK79NSM/5 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:6 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

DP 788543

Lengths are in metres (Sheet 6 of ~~19~~ 20 Sheets)

PART 1

Deposited Plan No:

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

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
7	2, 3, 4, 5 & 6 and Lot 102 in DP 788542

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

Right of Carriageway and Easement for services 4 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
3	4

22AK79NSM/6 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:7 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

DP 788543

Lengths are in metres (Sheet 7 of ~~19~~ 20 Sheets)

PART 1

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERK'S CERT. No 12/89

Full name and address of proprietor of the land: Elders Finance Limited of 4 O'Connell Street, Sydney

13. Identity of Easement or restriction thirteenthly referred to in above-mentioned plan: Right of Carriageway and Easement for services 8 wide and variable

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
2	3, 4, 5, 6 & 7

14. Identity of Easement or restriction fourthly referred to in above-mentioned plan: Right of Carriageway and Easement for services 8 wide

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Lots Benefitted
5	2, 3, 4, 6 & 7

22AK79NSM/7 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:8 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

DP 788543

Lengths are in metres (Sheet 8 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542.
COUNCIL CLERK'S CERT. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/8 MW

REGISTERED 11 Aug 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:9 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 9 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542.
Council Clerk's Cert. No. 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/9 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:10 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
Council Clerk's Cert. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/10 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:11 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 11 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8
DP 219400, Lot A DP 438037
and Lot 101 DP 788542
Council Clerk's Cert. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of
4 O'Connell Street, Sydney

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

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

22AK79NSM/11 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:12 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
Council Clerk's Cert. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/12 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:13 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 13 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERK'S CERT. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/13 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:14 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 14 of ~~25~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
Council Clerk's Cert. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/14 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:15 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 15 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERK'S CERT No. 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/15 MW

REGISTERED @ 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:16 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 16 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788543
Council Clerk's Cert. No 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/16 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:17 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERK'S CERT. N° 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/17 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:18 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 18 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP. 788542
Council Clerk's Cert. N° 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

22AK79NSM/18 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:19 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

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

Lengths are in metres (Sheet 19 of ~~19~~ 20 Sheets)

PART 2

Deposited Plan No: 788543

Subdivision of Lot 8 DP 219400, Lot A DP 438037 and Lot 101 DP 788542
COUNCIL CLERK'S CERT. N° 12/89

Full name and address of proprietor of the land:

Elders Finance Limited of 4 O'Connell Street, Sydney

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

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

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

ELDERS FINANCE LIMITED
by its attorneys

22AK79NSM/19 MW

REGISTERED 11 MAY 1989

Req:R395185 /Doc:DP 0788543 B /Rev:26-Apr-1995 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:20 of 20
Ref:Corrs Chambers Westgarth NSW /Src:P

D.P 788543

SHEET 20 OF 20 SHEETS.

M. J. ARMSTRONG
LAW STATIONER
127 KING ST., SYDNEY
PHONE 231 2511 DX 509 SYDNEY
DELIVERY BOX NO. 46X
FAX (02) 233 7347

Req:R395190 /Doc:DL S408063 /Rev:09-Jul-1997 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:1 of 3
Ref:Corrs Chambers Westgarth NSW /Src:P

RP 13A
1979

STAMP DUTY

NEW SOUTH WALES

S408063

OFFICE USE ONLY

B | 1 of 4 | X

$ 21 | C

TRANSFER (INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

DESCRIPTION OF LAND Note (a)

LAND being transferred		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 5166 Folio 40	WHOLE	Parish of Petersham County of Cumberland

TENEMENTS PANEL Note (b)
This panel also to be completed for covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Volume 5166 Folio 40		Volume 9574 Folio 164	

TRANSFEROR Note (c)

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED, a company incorporated in the State of Victoria and having its principal office in New South Wales at 44 Market Street, Sydney

OFFICE USE ONLY: N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 573,000.00 being the same consideration as that shown on Transfers of even date and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE (c)

WARSHIP PTY. LIMITED, of 273 Alfred Street, North Sydney

OFFICE USE ONLY: S

TENANCY Note (e)

PRIOR ENCUMBRANCES Note (f)

subject to the following PRIOR ENCUMBRANCES 1. ..... 2. ..... 3. .....

Note (g)

AND the TRANSFEROR:—
(i) ~~GRANTS~~/RESERVES an easement as set out in SCHEDULE ONE hereto
~~(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto~~
~~AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto~~

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED by its Attorneys who hereby respectively state that they have no notice of the revocation of Power of Attorney dated the 25th day of March 1976 Registered No. 704 Book 3518 at the time of their executing this instrument.

DATE OF TRANSFER 5th March 1981.

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

SIGNED in my presence for and on behalf of THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED by its duly constituted Attorneys: FREDERICK RICHARD TAFFS and PETER WINTON JENKINS who are personally known to me

EXECUTION Note (h)

Signed in my presence by the Transferor who is personally known to me.

S.M. Cooke
Signature of Witness

SUSAN MARGARET COOKE
Name of Witness (BLOCK LETTERS)

44 MARKET ST SYDNEY
Address and occupation of Witness LEGAL SECRETARY.

WARSHIP PTY. LIMITED Common Seal

Signature of Transferor

Note (h)

~~Signed in my presence by the Transferee who is personally known to me.~~
~~Signature of Witness~~

THE COMMON SEAL of WARSHIP PTY. LIMITED was hereto affixed by the authority of the Directors and in the presence of:

~~Name of Witness (BLOCK LETTERS)~~

~~Address and occupation of Witness~~ Secretary 27.2.81 Director

~~Signature of Transferee~~

TO BE COMPLETED BY LODGING PARTY Notes (i) and (j)

LODGED BY PERKINS STEVENSON & LINTON SOLICITORS 50 PITT STREET, SYDNEY DX 274 PHONE 241-1351 680 W

Delivery Box Number

LOCATION OF DOCUMENTS

CT ✓ OTHER ✓

Herewith. No 615616

In R.G.O. with .....

Produced by .....

OFFICE USE ONLY

Extra Fee | Checked by | REGISTERED 15-5-1981

Registrar General

9574-164
5166-40
2TC.

SB.

Req:R395190 /Doc:DL S408063 /Rev:09-Jul-1997 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:2 of 3
Ref:Corrs Chambers Westgarth NSW /Src:P

RP 13A
1979

SCHEDULE ONE HEREINBEFORE REFERRED TO

Notes (k) and (l)

The Transferor hereby ~~grants~~/reserves full and free right for all members of the public at all times during the life of the existing brick warehouse (herein called "the warehouse") constructed on the dominant tenement to go and pass on foot (but only for the purpose of escape from fire) over the land (herein called "the fire escape route") shown as "site of right of footway (variable width)" on Deposited Plan No. 615616 AND IT IS HEREBY AGREED AND DECLARED that the person having the right to release vary or modify the easement hereby reserved is the Council of the Municipality of South Sydney and its successors and the person whose consent to a release variation or modification of the easement hereby transferred is stipulated for is the Board of Fire Commissioners of New South Wales and its successors.

SCHEDULE TWO HEREINBEFORE REFERRED TO

Notes (m) and (l)
Also complete tenements panel on front of form

The Transferor hereby covenants with

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Ref:Corrs Chambers Westgarth NSW /Src:P

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78

BBAS

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.
- (i) TORRENS TITLE REFERENCE.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 125.
- (ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1919.
- (iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY
- (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature.
  Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY
- (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY
- (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION
- (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTION: PROP — FIRST SCHEDULE DIRECTIONS

No. OF NAMES:

(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E) NAME AND DESCRIPTION

SECOND SCHEDULE & OTHER DIRECTIONS

(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS

No 408 D. WEST, GOVERNMENT PRINTER

Req:R395191 /Doc:DL S408064 /Rev:09-Jul-1997 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:1 of 4
Ref:Corrs Chambers Westgarth NSW /Src:P

STAMP DUTY
N.S.W. SOUTH WALES
$ =0100
STAMP DUTY

EXTRA FEE $ 40.
ITEM No. 7436 PAID on 6-4-81

No. S408064

OFFICE USE ONLY
2 | 2 of 4 | K
$ 21 | C

TRANSFER
(INCLUDING EASEMENT/COVENANTS)
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

LAND being transferred		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
Volume 5348 Folio 80	WHOLE	Parish of Petersham County of Cumberland

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Volume 5348 Folio 80		Volume 9574 Folio 164	

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED, a company incorporated in the State of Victoria and having its principal office in New South Wales at 44 Market Street, Sydney.

OFFICE USE ONLY: N

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $573,000.00 being the same consideration and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE as that shown on Transfers of even date.

WARSHIP PTY. LIMITED, of 273 Alfred Street, North Sydney.

OFFICE USE ONLY: S

subject to the following PRIOR ENCUMBRANCES 1. ..... 2. ..... 3. .....

AND the TRANSFEROR:—
(i) ~~GRANTS~~/RESERVES an easement as set out in SCHEDULE ONE hereto
~~(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto~~

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED by its Attorneys who hereby respectively state that they have no notice of the revocation of Power of Attorney dated the 25th day of [illegible] Registered No. 741 Book 3316 at the time of their executing this instrument.

DATE OF TRANSFER 5th March, 1981

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

SIGNED in my presence for and on behalf of THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA LIMITED by its duly constituted Attorneys: PETER WINTON JENKINS and FREDERICK RICHARD TAFFS who are personally known to me

Signed in my presence by the Transferor who is personally known to me.

S. M. Cooke
Signature of Witness

SUSAN MARGARET COOKE
Name of Witness (BLOCK LETTERS)

44 MARKET ST SYDNEY, LEGAL SECRETARY.
Address and occupation of Witness

WARSHIP PTY. LIMITED Common Seal

Signature of Transferor

~~Signed in my presence by the Transferor who is personally known to me.~~
THE COMMON SEAL of WARSHIP PTY LIMITED hereto affixed by the authority
~~was~~
Signature of Witness
of the Directors and in the presence of

~~Name of Witness (BLOCK LETTERS)~~

~~Address and occupation of Witness~~ Secretary 27.2.81 Director

~~Signature of Transferor~~ TRANSFEREE

LODGED BY
PERKINS STEVENSON & LINTON
SOLICITORS
50 PITT STREET, SYDNEY
DX 274 PHONE 241-1351
680 W

Delivery Box Number

LOCATION OF DOCUMENTS
CT | OTHER
Herewith.
In R.G.O. with
Produced by

Extra Fee	Checked by	REGISTERED 15-5-1981
25+4-0		Registrar General

AB.

Req:R395191 /Doc:DL S408064 /Rev:09-Jul-1997 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:2 of 4
Ref:Corrs Chambers Westgarth NSW /Src:P

RP 13A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby ~~grants~~/reserves

Notes (k) and (l)

for itself its successors and assigns or other the registered proprietor for the time being of the land presently comprised in Certificate of Title Volume 9574 Folio 164 (or in the event of any future subdivision therof as much thereof as shall then be capable of enjoying the benefits herein conferred) and its or their customers servants agents employees contractors lessees and licensees full and free right to go pass and re-pass at all times and for all purposes with or without vehicles together with the right to park such vehicles over and on that part of the servient tenement hatched black on the plan annexed hereto and marked with the letter "A" provided that as a condition of enjoying the benefit herein conferred the registered proprietor of the dominant tenement shall and does hereby accept the obligation of maintaining the said part of the servient tenement in a clean and tidy condition and reimbursing within fourteen days of receipt of evidence of the payment thereof the registered proprietor of the servient tenement a sum equivalent to 32.81% of the annual rates and charges levied by the South Sydney Municipal Council or its successors (excluding interest charges on arrears of rates and excluding garbage charges) against the servient tenement and for the purposes of Section 88(1) of the Conveyancing Act, 1919 (as amended) it is hereby acknowledged that:-

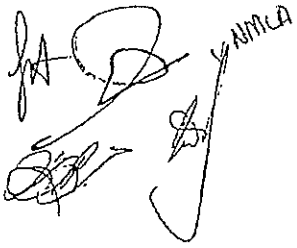
(a) the land to which the benefit of the within easement is appurtenant is the dominant tenement;

(b) the land which is the subject of the burden of the easement herein described is that part of the servient tenement hatched black on the plan attached hereto;

(c) the persons having the right to release vary or modify the easement herein described are the registered proprietors for the time being of the dominant and of the servient tenement; and

(d) the person whose consent to a release variation or modification of the easement herein described is the registered proprietor of the dominant tenement provided that such registered proprietor shall be entitled to surrender the easement herein described by notice in writing to the registered proprietor of the servient tenement such surrender to operate from the date of the said notice and will thereafter execute such instrument or notice as the registered proprietor of the servient tenement shall require to enable the terms of this easement to be deleted from the Register.

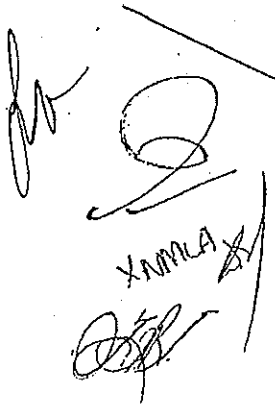
and the Transferree further covenants that it will include a covenant and easement in the terms hereof in any further or future transfer of the servient tenement.



SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) an
Also complete
tenements pane
front of form



S408064

"A"

This is the annexure marked with the letter "A" referred to in Transfer (including easement/covenants) from The National Mutual Life Association of Australasia Limited to Warship Pty. Limited dated 5th March, 1981.

PLAN OF PROPOSED RIGHT OF WAY WITHIN LOT 2 D.P. 912034

Mun./~~Shire~~ ~~City~~ : SOUTH SYDNEY

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Reduction Ratio 1: 200

Lengths are in metres

Registered:

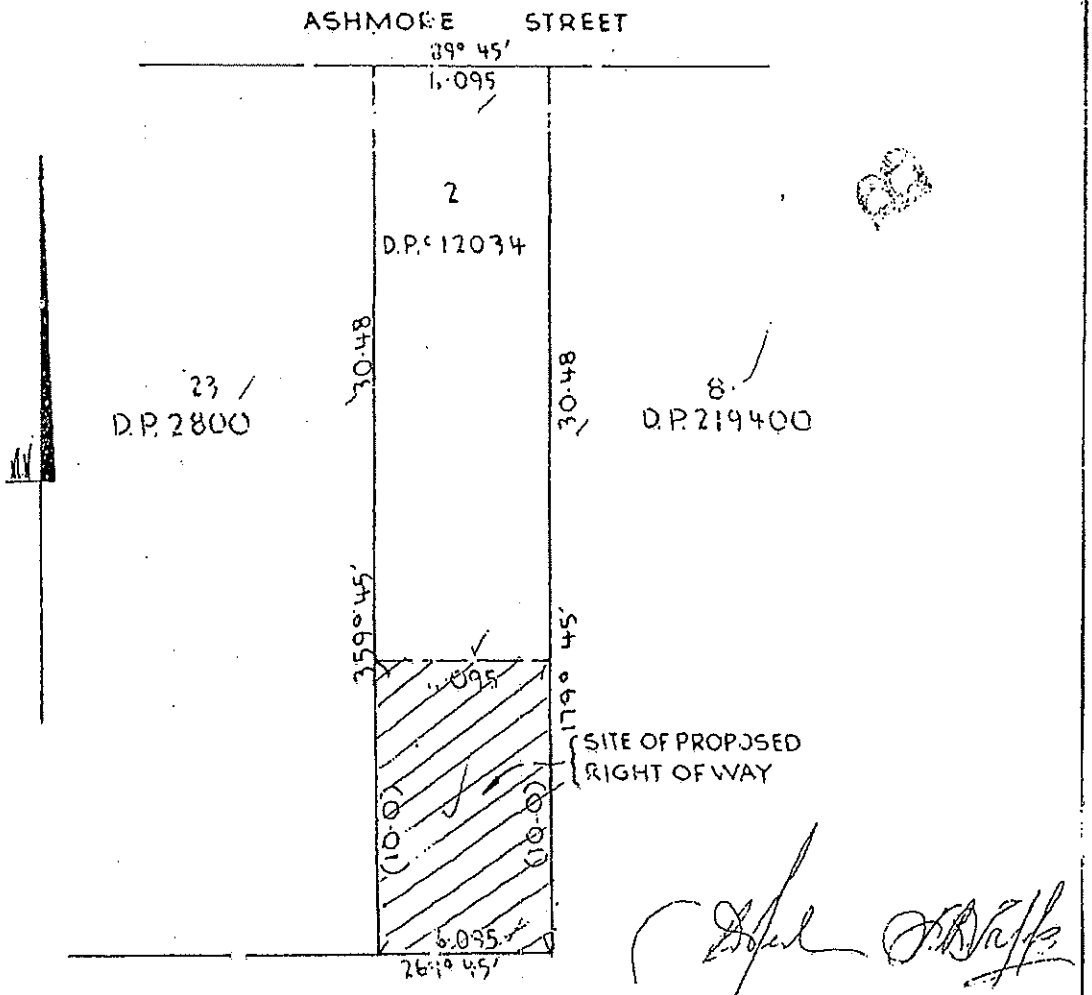
C.A.:

Title System:

Purpose:

Ref. Map:

Last Plan:



Req:R395191 /Doc:DL S408064 /Rev:09-Jul-1997 /Sts:OK.OK /Prt:29-Aug-2012 11:56 /Pgs:ALL /Seq:4 of 4
Ref:Corrs Chambers Westgarth NSW /Src:P

RP 13A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers u forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must b identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should b noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land,

(i) TORRENS TITLE REFERENCE.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 123/SP12345 or Vol. 8514 Fol. 12

(ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 an 327AA of the Local Government Act, 1919.

(iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) Tenement panel.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of th easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lessor estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or leasee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature.
Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTION: PROP
No. OF NAMES:

FIRST SCHEDULE DIRECTIONS

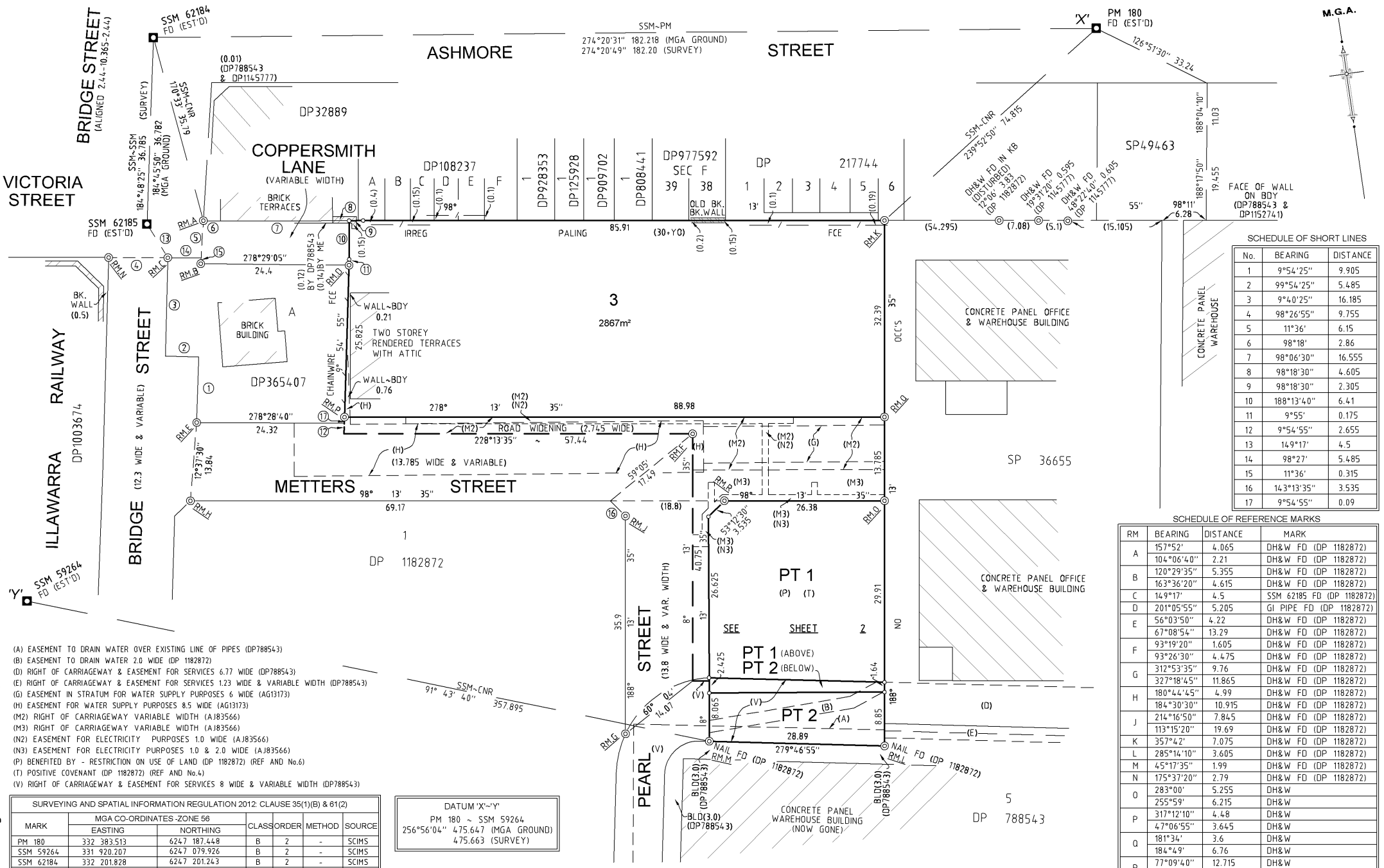
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E) NAME AND DESCRIPTION

SECOND SCHEDULE & OTHER DIRECTIONS

(F) FOLIO IDENTIFIER (OR DEED, DEALING OR FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTIFN TYPE	(I) DEALING NUMBER	(K) DETAILS

NP 409 D. WEST, GOVERNMENT PRINTER

Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:1 of 9
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:



(A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (DP788543)
(B) EASEMENT TO DRAIN WATER 2.0 WIDE (DP 1182872)
(D) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6.77 WIDE (DP788543)
(E) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 1.23 WIDE & VARIABLE WIDTH (DP788543)
(G) EASEMENT IN STRATUM FOR WATER SUPPLY PURPOSES 6 WIDE (AG13173)
(H) EASEMENT FOR WATER SUPPLY PURPOSES 8.5 WIDE (AG13173)
(M2) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (AJ83566)
(M3) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (AJ83566)
(N2) EASEMENT FOR ELECTRICITY PURPOSES 1.0 WIDE (AJ83566)
(N3) EASEMENT FOR ELECTRICITY PURPOSES 1.0 & 2.0 WIDE (AJ83566)
(P) BENEFITED BY - RESTRICTION ON USE OF LAND (DP 1182872) (REF AND No.6)
(T) POSITIVE COVENANT (DP 1182872) (REF AND No.4)
(V) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE & VARIABLE WIDTH (DP788543)

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
1	9°54'25"	9.905
2	99°54'25"	5.485
3	9°40'25"	16.185
4	98°26'55"	9.755
5	11°36'	6.15
6	98°18'	2.86
7	98°06'30"	16.555
8	98°18'30"	4.605
9	98°18'30"	2.305
10	188°13'40"	6.41
11	9°55'	0.175
12	9°54'55"	2.655
13	149°17'	4.5
14	98°27'	5.485
15	11°36'	0.315
16	143°13'35"	3.535
17	9°54'55"	0.09

SCHEDULE OF REFERENCE MARKS

RM	BEARING	DISTANCE	MARK
A	157°52'	4.065	DH&W FD (DP 1182872)
	104°06'40"	2.21	DH&W FD (DP 1182872)
B	120°29'35"	5.355	DH&W FD (DP 1182872)
	163°36'20"	4.615	DH&W FD (DP 1182872)
C	149°17'	4.5	SSM 62185 FD (DP 1182872)
D	201°05'55"	5.205	GI PIPE FD (DP 1182872)
E	56°03'50"	4.22	DH&W FD (DP 1182872)
	67°08'54"	13.29	DH&W FD (DP 1182872)
F	93°19'20"	1.605	DH&W FD (DP 1182872)
	93°26'30"	4.475	DH&W FD (DP 1182872)
G	312°53'35"	9.76	DH&W FD (DP 1182872)
	327°18'45"	11.865	DH&W FD (DP 1182872)
H	180°44'45"	4.99	DH&W FD (DP 1182872)
	184°30'30"	10.915	DH&W FD (DP 1182872)
J	214°16'50"	7.845	DH&W FD (DP 1182872)
	113°15'20"	19.69	DH&W FD (DP 1182872)
K	357°42'	7.075	DH&W FD (DP 1182872)
L	285°14'10"	3.605	DH&W FD (DP 1182872)
M	45°17'35"	1.99	DH&W FD (DP 1182872)
N	175°37'20"	2.79	DH&W FD (DP 1182872)
O	283°00'	5.255	DH&W
	255°59'	6.215	DH&W
P	317°12'10"	4.48	DH&W
	47°06'55"	3.645	DH&W
Q	181°34'	3.6	DH&W
	184°49'	6.76	DH&W
R	77°09'40"	12.715	DH&W
	270°34'30"	25.84	DH&W

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)

MARK	MGA CO-ORDINATES -ZONE 56		CLASS	ORDER	METHOD	SOURCE
	EASTING	NORTHING				
PM 180	332 383.513	6247 187.448	B	2	-	SCIMS
SSM 59264	331 920.207	6247 079.926	B	2	-	SCIMS
SSM 62184	332 201.828	6247 201.243	B	2	-	SCIMS
SSM 62185	332 198.773	6247 164.590	B	2	-	SCIMS

SOURCE: S.C.I.M.S. 29 JULY 2014
COMBINED SCALE FACTOR 0.999942

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 13 & 62

MARK	RL (AHD)	CLASS	ORDER	SOURCE
PM 180	9.217	A	1	SCIMS
SSM 62184	9.872	B	2	SCIMS

DATUM 'X'~'Y'
PM 180 ~ SSM 59264
256°56'04" 475.647 (MGA GROUND)
475.663 (SURVEY)

ALL REDUCED LEVELS REFER TO AUSTRALIAN HEIGHT DATUM

Surveyor: ASHLEY PAUL JELLEY
Date of Survey: 28/11/2014
Surveyor's Reference: 34378- 41154DP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1182872

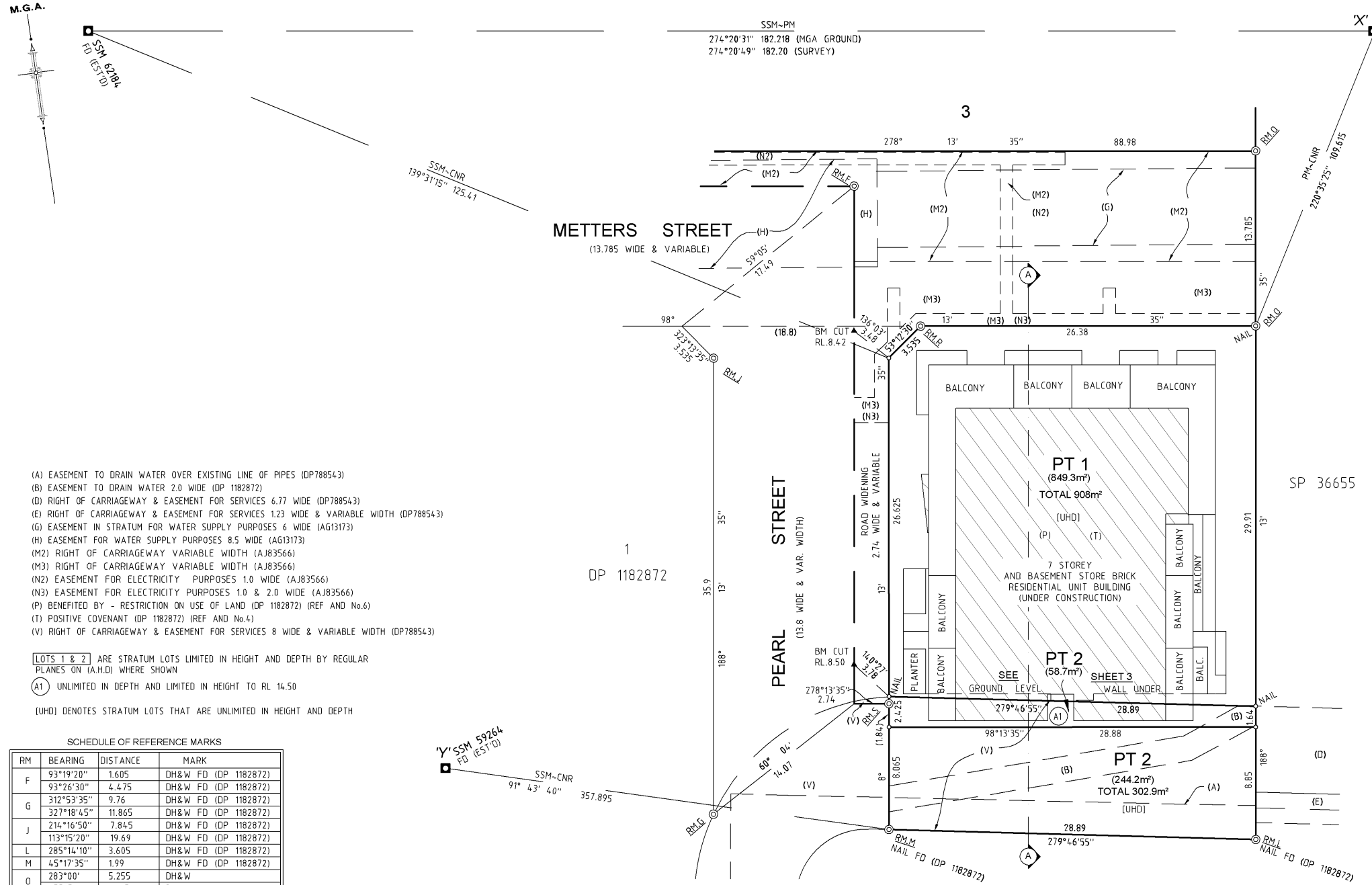
LGA: SYDNEY
Locality : ERSKINEVILLE
Subdivision No: 18/2015
Lengths are in metres. Reduction Ratio 1: 400

Registered
5.5.2015

DP1205732

Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:2 of 9
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

GROUND LEVEL



(A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (DP788543)
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(V) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE & VARIABLE WIDTH (DP788543)

LOTS 1 & 2 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES ON (A.H.D) WHERE SHOWN

(A1) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 14.50

[UHD] DENOTES STRATUM LOTS THAT ARE UNLIMITED IN HEIGHT AND DEPTH

SCHEDULE OF REFERENCE MARKS

RM	BEARING	DISTANCE	MARK
F	93°19'20"	1.605	DH&W FD (DP 1182872)
	93°26'30"	4.475	DH&W FD (DP 1182872)
G	312°53'35"	9.76	DH&W FD (DP 1182872)
	327°18'45"	11.865	DH&W FD (DP 1182872)
J	214°16'50"	7.845	DH&W FD (DP 1182872)
	113°15'20"	19.69	DH&W FD (DP 1182872)
L	285°14'10"	3.605	DH&W FD (DP 1182872)
M	45°17'35"	1.99	DH&W FD (DP 1182872)
O	283°00'	5.255	DH&W
	255°59'	6.215	DH&W
Q	181°34'	3.6	DH&W
	184°49'	6.76	DH&W
R	77°09'40"	12.715	DH&W
	270°34'30"	25.84	DH&W
S	250°29'	1.305	SW CNR CONC PLANTER

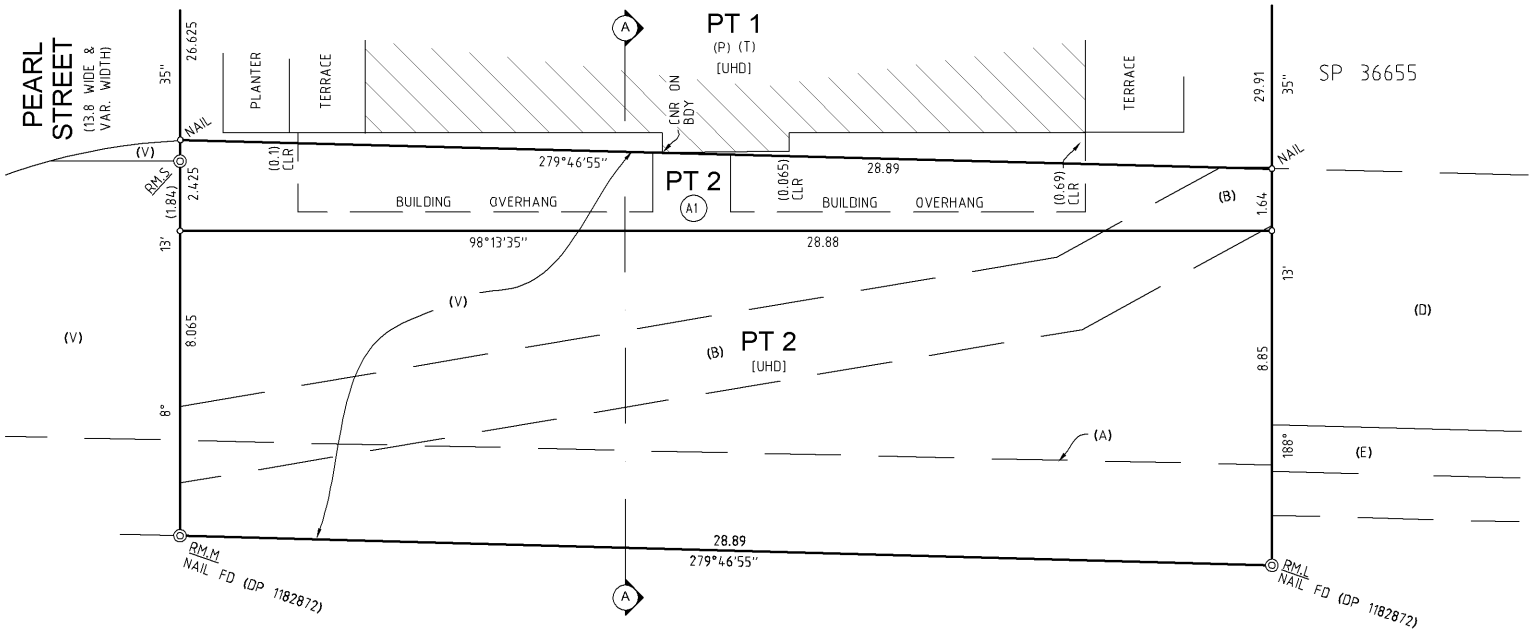
Surveyor: ASHLEY PAUL JELLEY Date of Survey: 28/11/2014 Surveyor's Reference: 34378- 41154DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1182872	LGA: SYDNEY Locality : ERSKINEVILLE Subdivision No: 18/2015 Lengths are in metres. Reduction Ratio 1: 200	Registered 5.5.2015	DP1205732

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

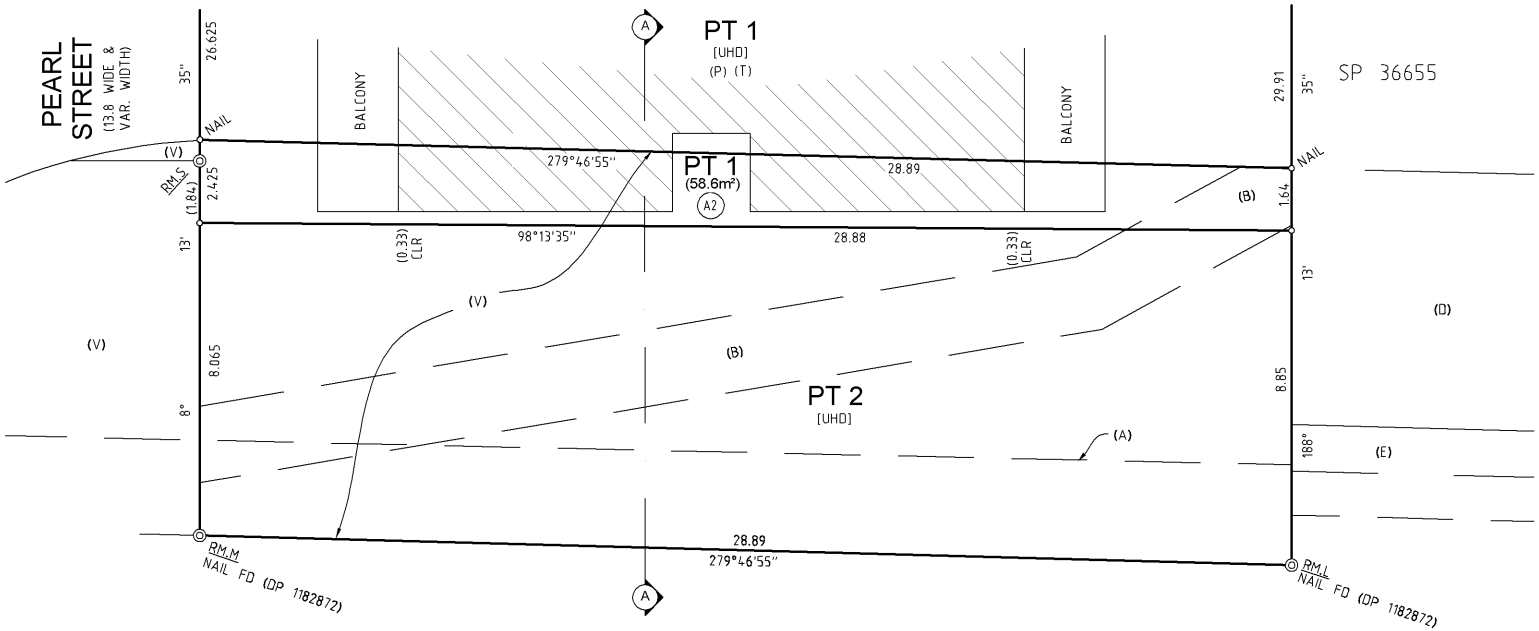
Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:3 of 9
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

M.G.A.

RL14.50 AND BELOW



RL14.50 AND ABOVE



SCHEDULE OF REFERENCE MARKS

RM	BEARING	DISTANCE	MARK
L	285°14'10''	3.605	DH&W FD (DP 1182872)
M	45°17'35''	1.99	DH&W FD (DP 1182872)
S	250°29'	1.305	SW CNR CONC PLANTER

LOTS 1 & 2 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES ON (A.H.D) WHERE SHOWN

(A1) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 14.50

(A2) LIMITED IN DEPTH TO RL 14.50 AND UNLIMITED IN HEIGHT

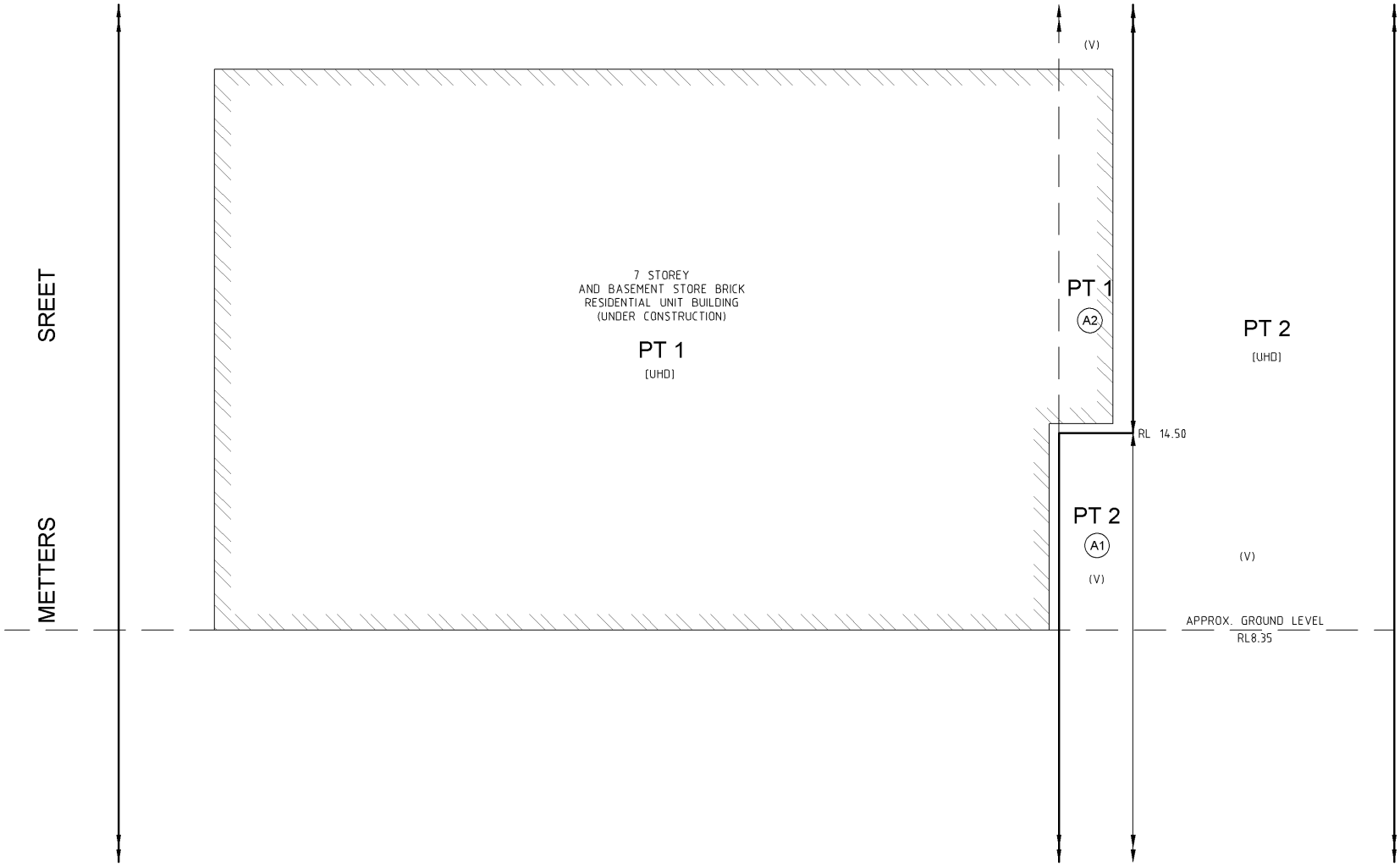
[UHD] DENOTES STRATUM LOTS THAT ARE UNLIMITED IN HEIGHT AND DEPTH

(A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (DP788543)
(B) EASEMENT TO DRAIN WATER 2.0 WIDE (DP 1182872)
(D) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6.77 WIDE (DP788543)
(E) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 1.23 WIDE & VARIABLE WIDTH (DP788543)
(P) BENEFITED BY - RESTRICTION ON USE OF LAND (DP 1182872) (REF No.6)
(T) POSITIVE COVENANT (DP 1182872) (REF No.4)
(V) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 8 WIDE & VARIABLE WIDTH (DP788543)

Surveyor: ASHLEY PAUL JELLEY Date of Survey: 28/11/2014 Surveyor's Reference: 34378- 41154DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1182872	LGA: SYDNEY Locality : ERSKINEVILLE Subdivision No: 18/2015 Lengths are in metres. Reduction Ratio 1: 100	Registered 5.5.2015	DP1205732

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

SECTION 'A' - 'A'



LOTS 1 & 2 ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR PLANES ON (A.H.D) WHERE SHOWN

(A1) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 14.50

(A2) LIMITED IN DEPTH TO RL 14.50 AND UNLIMITED IN HEIGHT

[UHD] DENOTES STRATUM LOTS THAT ARE UNLIMITED IN HEIGHT AND DEPTH

(V) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE AND VARIABLE WIDTH (DP 788543)

Surveyor: ASHLEY PAUL JELLEY Date of Survey: 28/11/2014 Surveyor's Reference: 34378- 41154DP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1182872	LGA: SYDNEY Locality : ERSKINEVILLE Subdivision No: 18/2015 Lengths are in metres. Reduction Ratio 1: 100	Registered 5.5.2015	DP1205732

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

Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:4 of 9
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Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:5 of 9
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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Registered: 5.5.2015 Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1205732

PLAN OF SUBDIVISION OF LOT 2 IN DP1182872

LGA: SYDNEY

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ANDREW REES

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

Signature: .....

~~Accreditation number:~~ .....

Consent Authority: CITY OF SYDNEY

Date of endorsement: 26 MARCH 2015

Subdivision Certificate number: 18/2015

File number: S/2015/11

*Strike through if inapplicable.

Survey Certificate

I, ASHLEY PAUL JELLEY

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 28/11/2014

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ..., the part not surveyed was compiled in accordance with that Regulation.~~

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

Signature: ..... Dated: 18/03/15

Surveyor ID: 8886

Datum Line: "X"- "Y"

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.

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

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE THE WIDENING AND EXTENSION OF METTERS STREET 2.745 WIDE AND 13.785 WIDE, THE WIDENING OF PEARL STREET 2.74 WIDE AND VARIABLE TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE EXISTING EASEMENT FOR ELECTRICITY PURPOSES 1.0 AND 2.0 WIDE (AJ83566), RIGHT OF ~~CARRIAGE~~WAY VARIABLE WIDTH (AJ83566), EASEMENT FOR WATER SUPPLY PURPOSES 8.5 WIDE (AG13173), EASEMENT IN STRATUM FOR WATER SUPPLY PURPOSES 6.0 WIDE (AG13173), RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE AND VARIABLE WIDTH (DP788543), EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE (AJ 83566)

Plans used in the preparation of survey/~~compilation.~~

DP788543

DP1182872

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 34378-41154DP

Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:6 of 9
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 5.5.2015

Office Use Only

DP1205732

PLAN OF SUBDIVISION OF LOT 2 IN DP1182872

Subdivision Certificate number: 18/2015

Date of Endorsement: 26 MARCH 2015

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	2	PEARL	STREET	ERSKINEVILLE
2	2A	PEARL	STREET	ERSKINEVILLE
3	2-32	METTERS	STREET	ERSKINEVILLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34378-41154DP

Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:7 of 9
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 5.5.2015

Office Use Only

DP1205732

PLAN OF SUBDIVISION OF LOT 2 IN DP1182872

Subdivision Certificate number: 18/2015

Date of Endorsement: 26 MARCH

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

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

EXECUTED by)
ASHMORE DEVELOPMENTS PTY LTD)
ACN 148 813 530)
in accordance with Section 127)
of the Corporations Act)

.....
Signature of Director

Gavin Louis Tonnet
.....
NAME (please print)

.....
Signature of ~~Director~~/secretary

ROBERT GEORGE DODD
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34378-41154DP

Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:8 of 9
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 5.5.2015

Office Use Only

DP1205732

PLAN OF SUBDIVISION OF LOT 2 IN DP1182872

Subdivision Certificate number: 18/2015

Date of Endorsement: 26 MARCH 2015

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

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

EXECUTED by)
36/1A COULSON PTY LIMITED)
ACN 147 989 562)
in accordance with Section 127)
of the Corporations Act)

.....
Signature of Director

MATTHEW ROBERT BAILEY
.....
NAME (please print)

.....
Signature of Director/secretary

SIMON STUART DOVER HOWARD
.....
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34378-41154DP

Req:R282681 /Doc:DP 1205732 P /Rev:06-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:9 of 9
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 5.5.2015

Office Use Only

DP1205732

PLAN OF SUBDIVISION OF LOT 2 IN DP1182872

Subdivision Certificate number: 18/2015

Date of Endorsement: 26 MARCH 2015

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

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

Mortgagee:

Mortgagee under Mortgage No.

Signed at Sydney **this** 19th **day of** MARCH **2015 for National Australia Bank Limited ABN 12 004 044 937 by** PHILIP BRYANT **its duly appointed Attorney under Power of Attorney No. 39 Book** 4512

Level 2 **Attorney**

Witness/Bank Officer

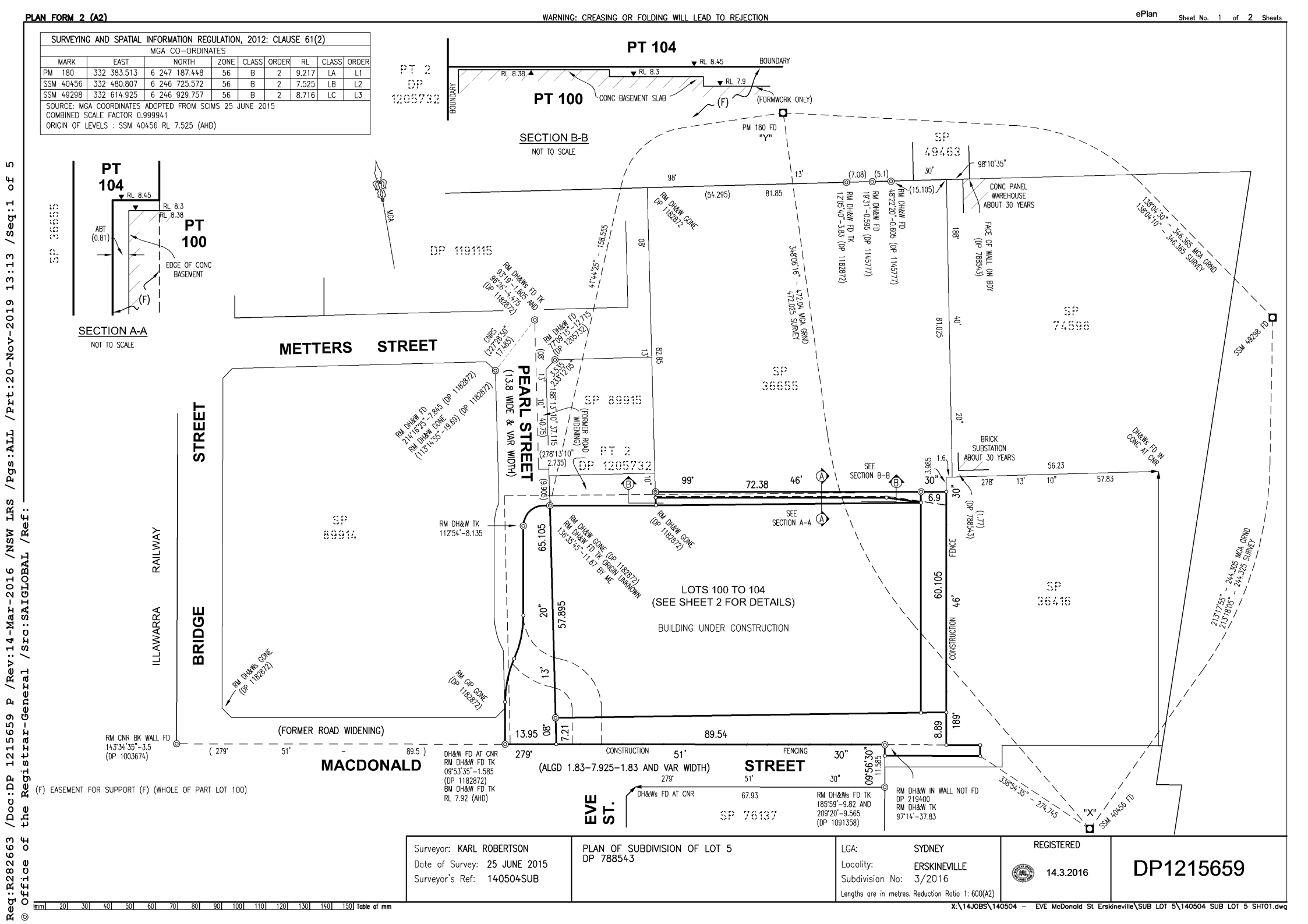
Matthew Abela

If space is insufficient use additional annexure sheet

Surveyor's Reference: 34378-41154DP

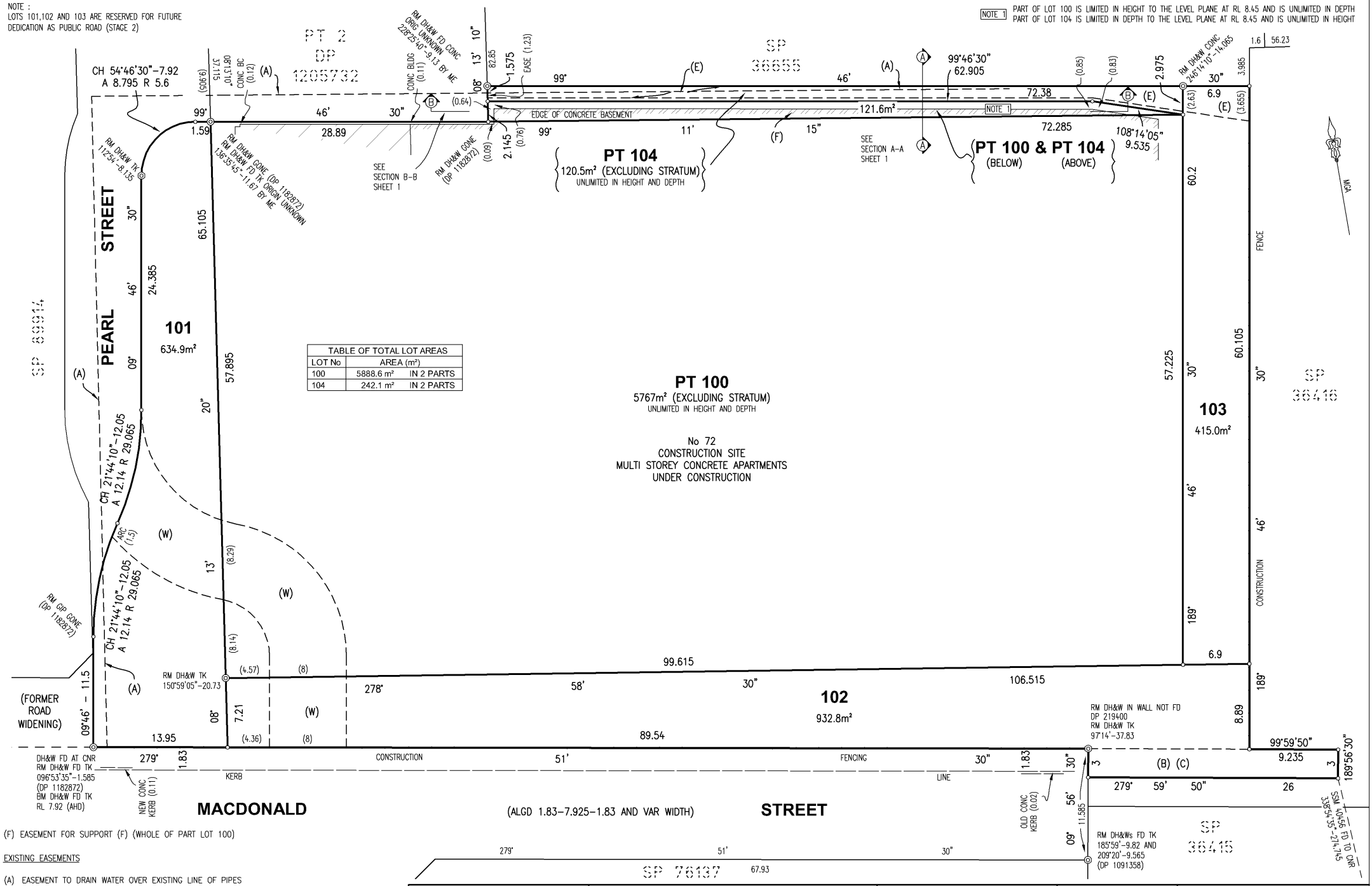
SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 61(2)								
MGA CO-ORDINATES								
MARK	EAST	NORTH	ZONE	CLASS	ORDER	RL	CLASS	ORDER
PM 180	332 383.513	6 247 187.448	56	B	2	9.217	LA	L1
SSM 40456	332 480.807	6 246 725.572	56	B	2	7.525	LB	L2
SSM 49298	332 614.925	6 246 929.757	56	B	2	8.716	LC	L3

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 25 JUNE 2015
COMBINED SCALE FACTOR 0.999941
ORIGIN OF LEVELS : SSM 40456 RL 7.525 (AHD)



Surveyor: KARL ROBERTSON Date of Survey: 25 JUNE 2015 Surveyor's Ref: 140504SUB	PLAN OF SUBDIVISION OF LOT 5 DP 788543	LGA: SYDNEY Locality: ERSKINEVILLE Subdivision No: 3/2016 Lengths are in metres. Reduction Ratio 1: 600(A2)	REGISTERED 14.3.2016	DP1215659

Req:R282663 /Doc:DP 1215659 P /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:1 of 5
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:



(F) EASEMENT FOR SUPPORT (F) (WHOLE OF PART LOT 100)

EXISTING EASEMENTS

(A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (APPROX POSITION ONLY) VIDE DP 788543
(B) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 3 WIDE DP 788543
(C) EASEMENT FOR SEWERAGE AND STORMWATER DRAINAGE C554828
(E) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 1.23 WIDE AND VARIABLE WIDTH DP 788543
(W) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 WIDE DP 788543

Surveyor: KARL ROBERTSON Date of Survey: 25 JUNE 2015 Surveyor's Ref: 140504SUB	PLAN OF SUBDIVISION OF LOT 5 DP 788543	LGA: SYDNEY Locality: ERSKINEVILLE Subdivision No: 3/2016 Lengths are in metres. Reduction Ratio 1: 250(A2)	REGISTERED 14.3.2016	DP1215659

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

X:\14JOBS\140504 – EVE McDonald St Erskineville\SUB LOT 5\140504 SUB LOT 5 SHT02.dwg

Req:R282663 /Doc:DP 1215659 P /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:2 of 5
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Req:R282663 /Doc:DP 1215659 P /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:3 of 5
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PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection **ePlan**

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 14.3.2016

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1215659

PLAN OF SUBDIVISION OF LOT 5
DP 788543

LGA: SYDNEY

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I..... MICHAEL SOO .....

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

Signature: .....

~~Accreditation no:~~ .....

Consent/Authority: ..... CITY OF SYDNEY .....

Date of Endorsement: ..... 2 FEBRUARY 2016 .....

Subdivision Certificate no: ..... 3/2016 .....

File no: ..... S/2015/48 .....

*Strike through if inapplicable

Surveying Certificate

I, KARL ROBERTSON .....

of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010

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

*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: 25 JUNE 2015

~~*(b) The part of the land shown in the plan (being/*excluding^ ....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

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

Signature: ..... Dated: 3/9/15

Surveyor ID: 7835

Datum Line: "X"-"Y"

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.

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

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

Plans used in the preparation of survey/~~compilation~~

DP 788543	SP 36655
DP 1145777	SP 36416
DP 1182872	SP 76137
DP 1091358	SP 89914
DP 1003674	SP 74596

If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: 140504SUB

Req:R282663 /Doc:DP 1215659 P /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:4 of 5
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection **ePlan**

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 14.3.2016

Office Use Only

DP1215659

PLAN OF SUBDIVISION OF LOT 5
DP 788543

Subdivision Certificate No: .....3/2016.....

Date of Endorsement: .....2 FEBRUARY 2016.....

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

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

LOT	STREET No	STREET NAME	STREET TYPE	LOCALITY
100	72	MACDONALD	STREET	ERSKINEVILLE
101	4A	PEARL	STREET	ERSKINEVILLE
102	72G	MACDONALD	STREET	ERSKINEVILLE
103	72H	MACDONALD	STREET	ERSKINEVILLE
104	2B	PEARL	STREET	ERSKINEVILLE

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT (F) (WHOLE OF PART LOT 100)
2. POSITIVE COVENANT
3. POSITIVE COVENANT

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140504SUB

Req:R282663 /Doc:DP 1215659 P /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:5 of 5
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection **ePlan**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 14.3.2016

Office Use Only

DP1215659

PLAN OF SUBDIVISION OF LOT 5
DP 788543

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

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

Subdivision Certificate No: 3/2016

Date of Endorsement: 2 FEBRUARY 2016

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT THE REGISTERED PROPRIETOR'S ATTORNEY SIGNED THIS DEALING IN MY PRESENCE (SEE NOTE* BELOW)

SIGNED BY WITNESS

DAVID MCLAREN

PRINT NAME:

SUITE 6.06 50 HOLT ST
SURRY HILLS NSW 2010

ADDRESS OF WITNESS:

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 BY THE REGISTERED PROPRIETOR'S ATTORNEY WHO SIGNED THIS DEALING PURSUANT TO THE POWER OF ATTORNEY SPECIFIED.

SIGNED BY ATTORNEY
SIGNING ON BEHALF OF:
ERSKIN FCP PTY LIMITED
ACN 127 081 074
CHRIS ROCHE

PRINT NAME
POWER OF ATTORNEY
BOOK-4668
No 466

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney dated *18th November 2002* and registered in *New South Wales Book: 4376 Folio: 410* by

JOHN LESLIE BRYANT

who certifies that he/she is a *~~Senior Manager~~ / Manager* and that he/she has not received notice of revocation of that Power.

Signature of Attorney in the presence of

Signature of Witness

SHERLING CHU

Print name of Witness

18/242 Pitt Street SYDNEY NSW 2000

Address of Witness

* S117 REAL PROPERTY ACT REQUIRES THAT YOU MUST HAVE KNOWN THE SIGNATORY FOR MORE THAN 12 MONTHS OR HAVE SIGHTED IDENTIFYING DOCUMENTATION.

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140504SUB

Req:R282664 /Doc:DP 1215659 B /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:1 of 6
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1215659

Deposited Plan covered by Council's Subdivision Certificate No. 3/2016

Full name and address of the owner of the land:

Erskin FCP Pty Limited
ACN 127 081 074
627 Chapel Street
South Yarra VIC 3141

Part 1 (Creation)

(WHOLE OF PART LOT 100)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support (F)( )	Lot 100	Lot 104
2	Positive Covenant	Lot 100	~~City of Sydney~~ Lot 104
3	Positive Covenant	Lot 100	City of Sydney

Part 2 (Terms)

1. Terms of Easement for Support (F) numbered 1 in the Plan

1.1 The Burdened Owner grants in favour of the Benefited Lot an easement for subjacent and lateral support in any direction of that part of the Benefitted Lot that is in stratum, by those parts of the Burdened Lot and any structures erected or constructed on the Burdened Lot as are capable of affording or reasonably intended to provide that support.

1.2 The Benefitted Owner and its Authorised Users may enter and remain on the Burdened Lot for the purposes of inspecting, repairing, maintaining or renewing any support to the Benefitted Lot which is located on the Burdened Lot, subject to the following conditions:

(a) the Benefitted Owner and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Burdened Lot and any structures on or contents of the Burdened Lot; and

(b) except in an emergency the Benefitted Owner and its Authorised Users must give reasonable notice to the Burdened Owner of its intention to enter the Burdened Lot.

Council Authorised Person

Req:R282664 /Doc:DP 1215659 B /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:2 of 6
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Name of person empowered to vary release or modify this restriction:

Benefitted Owner

2. Terms of Positive Covenant numbered 2 in the Plan

2.1 For the purpose of this Positive Covenant:

(a) Benefitted Lot means Lot 104 in the Plan; and

(b) Benefitted Owner means the owner of the Benefitted Lot.

2.2 The owner of the Burdened Lot must, at its own cost:

(a) do all things necessary to ensure that the support of the relevant part of the Benefited Lot, as provided for in the Easement for Support (F) numbered 1 in the Plan, is maintained; and

(b) carry out any works to the Burdened Lot that are reasonably necessary for that purpose.

2.3 In carrying out its obligations under this Positive Covenant, the Burdened Owner must:

(a) ensure that all work is done properly;

(b) cause as little damage as is reasonably practicable to the site of the Easement and any improvement on it; and

(c) if material damage is caused, restore the site of the Easement as nearly as practicable to the condition it was in before the damage occurred.

2.4 The Burdened Owner and its Authorised Users may enter and remain on the Benefitted Lot for the purposes of inspecting, repairing, maintaining or renewing any support to the Benefitted Lot, subject to the following conditions:

(a) the Burdened Owner and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Benefitted Lot and any structures on or contents of the Benefitted Lot; and

(b) except in an emergency the Burdened Owner and its Authorised Users must give reasonable notice to the Benefitted Owner of its intention to enter the Benefitted Lot.

Name of person empowered to vary release or modify this restriction:

Council

Council Authorised Person _____

Req:R282664 /Doc:DP 1215659 B /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:3 of 6
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DP1215659

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

3. Terms of Positive Covenant numbered 3 in the Plan:

The Burdened Owner, if requested by Council to do so, agrees to do all things necessary to effect the release of the following dealings which benefit the Burdened Lot, including executing all relevant documents and instruments that may be required:

(a) Right of Carriageway and Easement for Services 8 wide and variable created by DP788543 and burdening the relevant part of the land in Folio Identifier CP/SP89915 and 2/1182872; and

(b) Right of Carriageway and Easement for Services 6.77 wide created by DP788543 and burdening the relevant part of the land in Folio Identifier CP/SP36655.

After the releases referred to in paragraphs (a) and (b) above have been registered this Positive Covenant is of no further effect and the Burdened Owner may release or extinguish this Positive Covenant.

Name of person empowered to vary release or modify this restriction:

Council

4. Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Users means any contractor, representative, officer, employee or agent of the Benefitted Owner or the Burdened Owner, as applicable.

Benefited Lot means the whole or any part of a lot having the benefit of an easement, positive covenant, restriction or other dealing.

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

Building means the building constructed or to be constructed on Lot 100 in the plan and includes without limitation, the below ground basement and carpark structures.

Burdened Lot means the whole or any part of a lot having the burden of an easement, positive covenant, restriction or other dealing.

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

Council Authorised Person

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DP1215659

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

Council means City of Sydney.

Plan means the plan to which this instrument relates.

5. Interpretation

In this instrument, unless the context clearly indicates otherwise:

(a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, authority, the Crown and any other organisation or legal entity;

(b) a reference to a natural person includes their personal representatives, successors and assigns;

(c) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(d) a reference to a clause is a reference to a clause in this instrument;

(e) a reference to a body or authority that ceases to exist is, unless otherwise prescribed by law, a reference to a body or authority having substantially the same objects as the named body or authority;

(f) a requirement to do any thing includes a requirement to cause that thing to be done;

(g) a word that is derived from a defined word has a corresponding meaning;

(h) the singular includes the plural and vice-versa;

(i) words importing one gender include all other genders;

(j) a reference to a thing includes each part of that thing; and

(k) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

Council Authorised Person_____

Req:R282664 /Doc:DP 1215659 B /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:5 of 6
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DP1215659

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

Execution:

~~**Signed on behalf of Erskin FCP Pty Limited ACN 127 081 074 by its attorney under power of attorney dated in the presence of:**~~

~~Witness~~

~~Print name~~

~~Print address~~

~~Attorney~~

~~Name~~

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

EXECUTED ON BEHALF OF THE CITY OF SYDNEY BY ITS AUTHORISED PERSON

MICHAEL SOO
AREA PLANNING MANAGER

WITNESS

STEPHEN PEENEY
C/- 456 KENT STREET
SYDNEY

~~Council Authorised Person~~

Req:R282664 /Doc:DP 1215659 B /Rev:14-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:6 of 6
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DP1215659

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

Execution by Erskin FCP Pty Limited:

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

Witness

David McLaren

Print name

Suite 6.06 50 Holt St
SURRY HILLS NSW 2010

Print address

Certified correct for the purposes of the Real Property Act 1900 by **Erskin FCP Pty Limited** ACN 127 081 074 by its attorney who signed this instrument pursuant to the power of attorney specified:

Attorney
Name: Chris Roche
Power of Attorney: Book 4668 No. 466

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

Execution by mortgagee:

Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney dated *18th November 2002* and registered in *New South Wales Book: 4376 Folio: 410 by*

JOHN LESLIE BRYANT

who certifies that he/~~she~~ is a ~~*Senior Manager*~~ / *Manager* and that he/~~she~~ has not received notice of revocation of that Power.

Signature of Attorney in the presence of

Signature of Witness

SHERLING CHU

Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

** s.117 Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

REGISTERED 14.3.2016

Req:R282667 /Doc:DP 1226931 P /Rev:13-Apr-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:1 of 4
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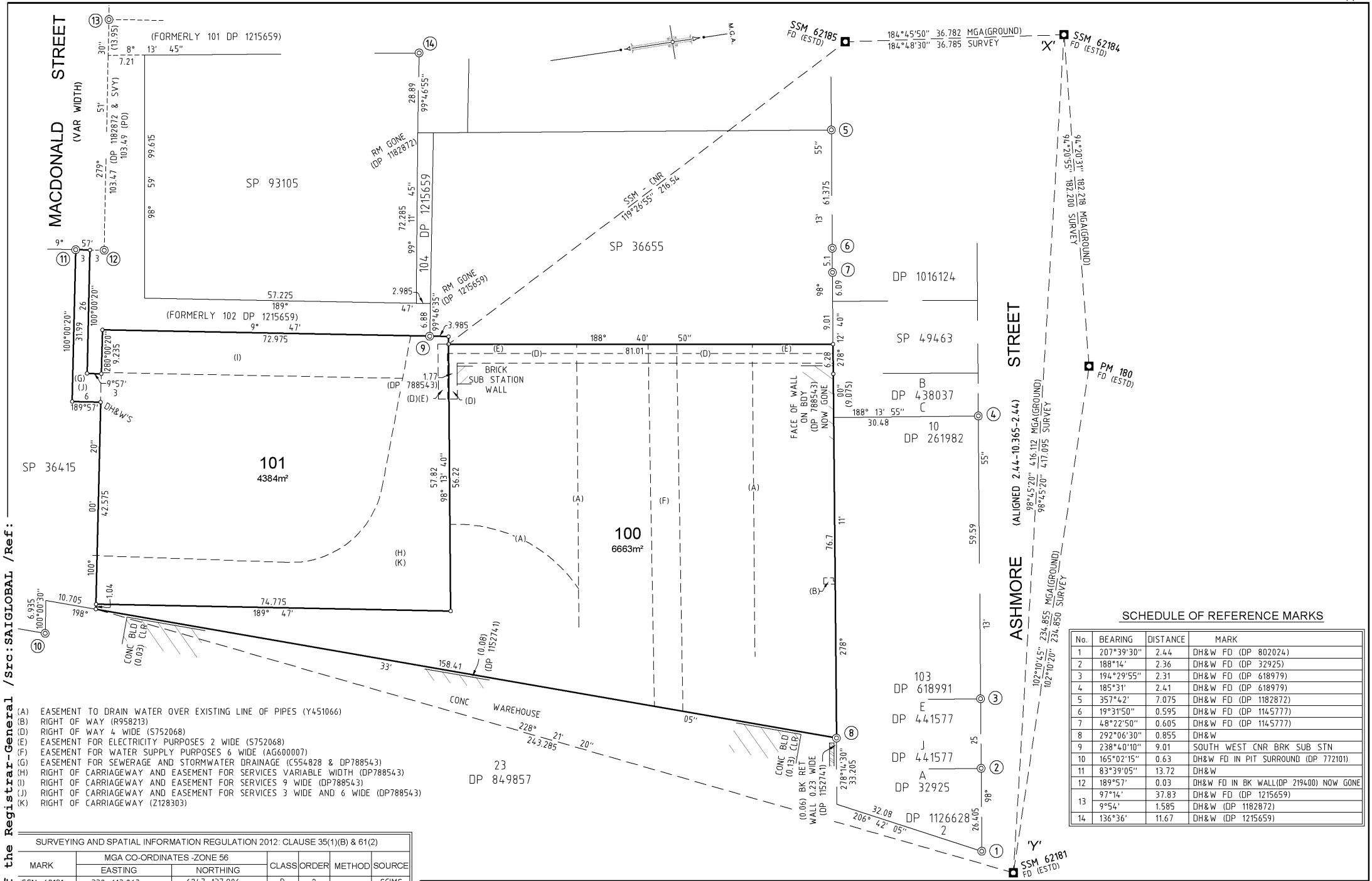

(A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (Y451066)
(B) RIGHT OF WAY (R958213)
(D) RIGHT OF WAY 4 WIDE (S752068)
(E) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (S752068)
(F) EASEMENT FOR WATER SUPPLY PURPOSES 6 WIDE (AG600007)
(G) EASEMENT FOR SEWERAGE AND STORMWATER DRAINAGE (C554828 & DP788543)
(H) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES VARIABLE WIDTH (DP788543)
(I) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 WIDE (DP788543)
(J) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 3 WIDE AND 6 WIDE (DP788543)
(K) RIGHT OF CARRIAGEWAY (Z128303)

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	207°39'30"	2.44	DH&W FD (DP 802024)
2	188°14'	2.36	DH&W FD (DP 32925)
3	194°29'55"	2.31	DH&W FD (DP 618979)
4	185°31'	2.41	DH&W FD (DP 618979)
5	357°42'	7.075	DH&W FD (DP 1182872)
6	19°31'50"	0.595	DH&W FD (DP 1145777)
7	48°22'50"	0.605	DH&W FD (DP 1145777)
8	292°06'30"	0.855	DH&W
9	238°40'10"	9.01	SOUTH WEST CNR BRK SUB STN
10	165°02'15"	0.63	DH&W FD IN PIT SURROUND (DP 772101)
11	83°39'05"	13.72	DH&W
12	189°57'	0.03	DH&W FD IN BK WALL(DP 219400) NOW GONE
13	97°14'	37.83	DH&W FD (DP 1215659)
	9°54'	1.585	DH&W (DP 1182872)
14	136°36'	11.67	DH&W (DP 1215659)

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)

MARK	MGA CO-ORDINATES -ZONE 56 EASTING	NORTHING	CLASS	ORDER	METHOD	SOURCE
SSM 62181	332 613.067	6247 137.906	B	2	-	SCIMS
SSM 62184	332 201.828	6247 201.243	B	2	-	SCIMS
SSM 62185	332 198.773	6247 164.590	B	2	-	SCIMS
PM 180	332 383.513	6247 187.448	B	2	-	SCIMS

SOURCE: S.C.I.M.S. 6 JULY 2016
COMBINED SCALE FACTOR 0.999941

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

Surveyor: JASON RAIC
Date of Survey: 14 JULY, 2016
Surveyor's Reference: 42482-43420DP

PLAN OF REDEFINITION OF LOTS 3 AND 6 IN DP 788543

LGA: SYDNEY
Locality : ERSKINEVILLE
Subdivision No: —
Lengths are in metres. Reduction Ratio 1: 500

Registered 12.04.2017

DP1226931

Req:R282667 /Doc:DP 1226931 P /Rev:13-Apr-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:2 of 4
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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 12.04.2017

Title System: TORRENS

Purpose: REDEFINITION

Office Use Only

DP1226931

PLAN OF REDEFINITION OF LOTS 3 AND 6 IN DP788543

LGA: SYDNEY

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Survey Certificate

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 14 July 2016.

*(b) ~~The part of the land shown in the plan (*being/*excluding ^.....~~ ~~.....)~~ ~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.~~

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

Signature: .....Dated: 19/10/2016

Surveyor ID: 8255

Datum Line: 'X' – 'Y'

Type: *Urban/*~~Rural~~

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

*Strike through if inapplicable.

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

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/~~compilation~~.

DP 32925 DP788543

DP618979

DP802024

DP1145777

DP1182872

DP483037

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 42482-43420DP

Req:R282667 /Doc:DP 1226931 P /Rev:13-Apr-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:3 of 4
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 12.04.2017

Office Use Only

DP1226931

PLAN OF REDEFINITION OF LOTS 3 AND 6 IN DP788543

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

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

Subdivision Certificate number: ——

Date of Endorsement: ——

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
100	1A	COULSON	STREET	ERSKINEVILLE
101	1A	COULSON	STREET	ERSKINEVILLE

EXECUTED by)
BI SHIYING ASHMORE PTY LTD)
ACN 606 949 124)
in accordance with Section 127)
of the Corporations Act)

....

Signature of Director Signature of Director/secretary

Anne Bi CHRIS FUNG

NAME (please print) NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42482-43420DP

Req:R282667 /Doc:DP 1226931 P /Rev:13-Apr-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:4 of 4
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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 12.04.2017

Office Use Only

DP1226931

PLAN OF REDEFINITION OF LOTS 3 AND 6 IN DP788543

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

Subdivision Certificate number: ——

Date of Endorsement: ——

MORTGAGEE:

AJ853791 and

Mortgagee under Mortgage No. AJ853598

Signed at SYD this 3RD day of NOVEMBER 2016 for National Australia Bank Limited ABN 12 004 044 937 by its duly appointed Attorney under Power of Attorney No. 39 Book 4512

SIOBHAIN DUNLOP
ASSOCIATE DIRECTOR
NAB Corporate Property NSW

2

Level Attorney

Witness/Bank Officer

YUNN CHIN
Analyst Client Support
NAB Corporate NSW & ACT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42482-43420DP

Req:R282666 /Doc:DP 1233713 P /Rev:07-Feb-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:1 of 8
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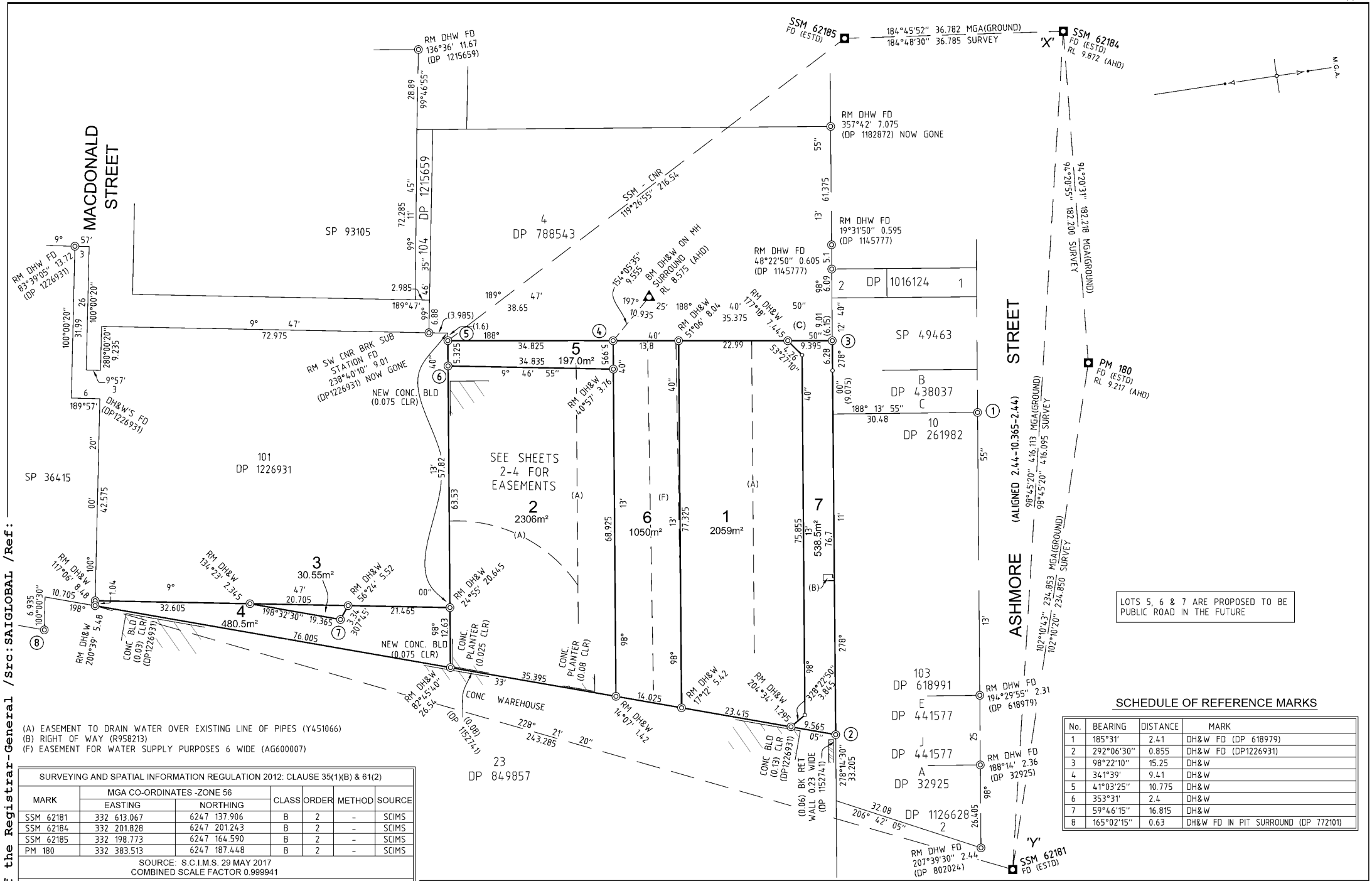


(A) EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (Y451066)
(B) RIGHT OF WAY (R958213)
(F) EASEMENT FOR WATER SUPPLY PURPOSES 6 WIDE (AG600007)

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	185°31'	2.41	DH&W FD (DP 618979)
2	292°06'30"	0.855	DH&W FD (DP1226931)
3	98°22'10"	15.25	DH&W
4	341°39'	9.41	DH&W
5	41°03'25"	10.775	DH&W
6	353°31'	2.4	DH&W
7	59°46'15"	16.815	DH&W
8	165°02'15"	0.63	DH&W FD IN PIT SURROUND (DP 772101)

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)

MARK	MGA CO-ORDINATES -ZONE 56 EASTING	NORTHING	CLASS	ORDER	METHOD	SOURCE
SSM 62181	332 613.067	6247 137.906	B	2	-	SCIMS
SSM 62184	332 201.828	6247 201.243	B	2	-	SCIMS
SSM 62185	332 198.773	6247 164.590	B	2	-	SCIMS
PM 180	332 383.513	6247 187.448	B	2	-	SCIMS

SOURCE: S.C.I.M.S. 29 MAY 2017
COMBINED SCALE FACTOR 0.999941

SURVEYORS AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 13 & 62

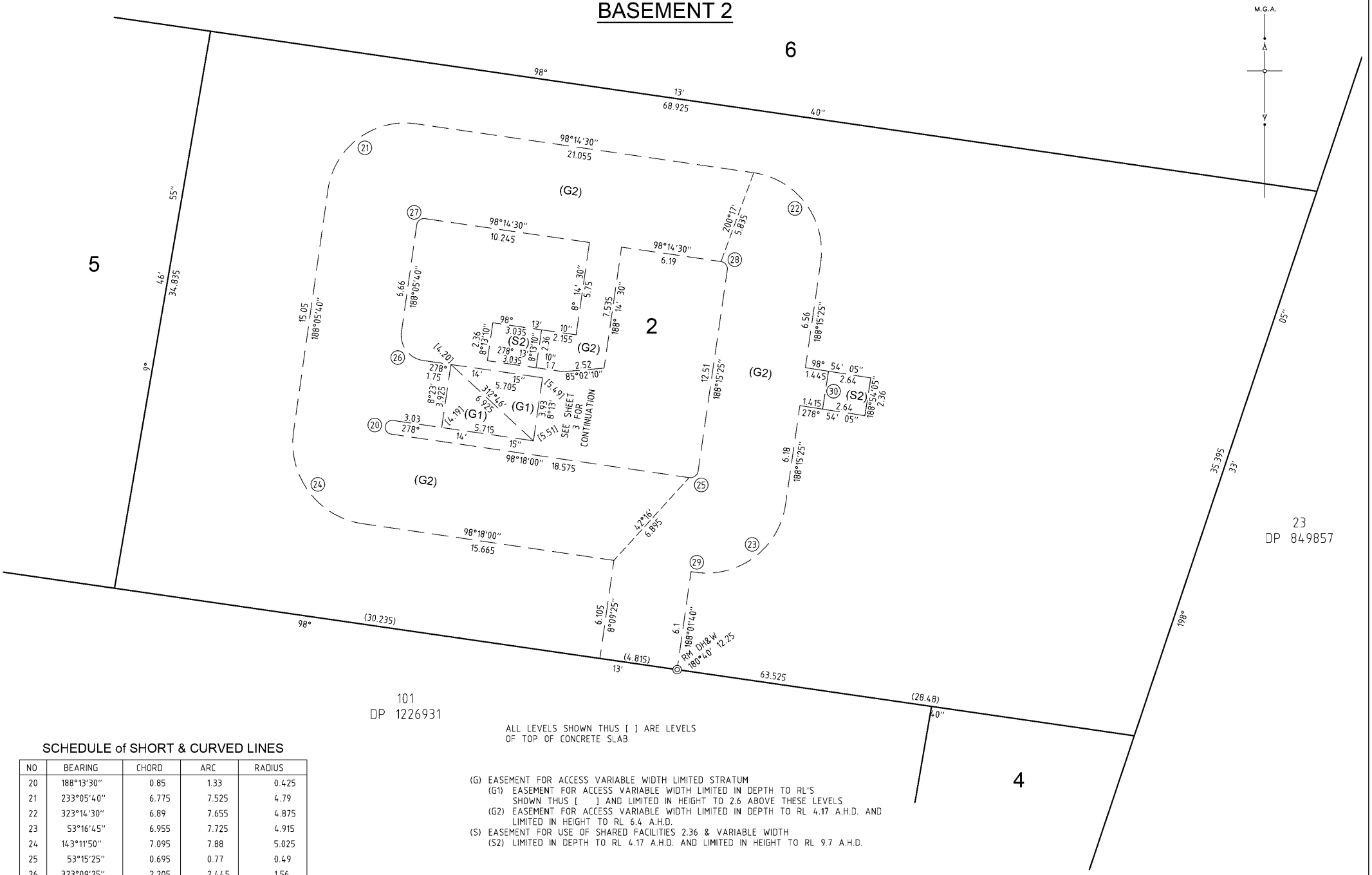
MARK	RL (AHD)	CLASS	ORDER
SSM 62184	9.872	B	2
PM 180	9.217	LA	L1

Surveyor: SCOTT PETER LINDSAY LORD Date of Survey: 30 JUNE 2017 Surveyor's Reference: 42482-44806DP [PPN DP1233713]	PLAN OF SUBDIVISION OF LOT 100 DP 1226931	LGA: SYDNEY Locality : ERSKINVILLE Subdivision No: 2017/56 Lengths are in metres. Reduction Ratio 1: 500	Registered 6.2.2018	DP1233713

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

Req:R282666 /Doc:DP 1233713 P /Rev:07-Feb-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:2 of 8
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

BASEMENT 2



ALL LEVELS SHOWN THUS [ ] ARE LEVELS OF TOP OF CONCRETE SLAB

(G) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED STRATUM
(G1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL'S SHOWN THUS [ ] AND LIMITED IN HEIGHT TO 2.6 ABOVE THESE LEVELS
(G2) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.17 A.H.D. AND LIMITED IN HEIGHT TO RL 6.4 A.H.D.
(S) EASEMENT FOR USE OF SHARED FACILITIES 2.36 & VARIABLE WIDTH
(S2) LIMITED IN DEPTH TO RL 4.17 A.H.D. AND LIMITED IN HEIGHT TO RL 9.7 A.H.D.

SCHEDULE of SHORT & CURVED LINES

NO	BEARING	CHORD	ARC	RADIUS
20	188°13'30"	0.85	1.33	0.425
21	233°05'40"	6.775	7.525	4.79
22	323°14'30"	6.89	7.655	4.875
23	53°16'45"	6.955	7.725	4.915
24	143°11'50"	7.095	7.88	5.025
25	53°15'25"	0.695	0.77	0.49
26	323°09'25"	2.205	2.445	1.56
27	233°10'25"	0.64	0.715	0.455
28	143°14'25"	0.65	0.725	0.46
29	98°18'	0.26		
30	188°54'05"	2.36		

Surveyor: SCOTT PETER LINDSAY LORD Date of Survey: 30 JUNE 2017 Surveyor's Reference: 42482-44806DP [PPN DP1233713]	PLAN OF SUBDIVISION OF LOT 100 DP 1226931	LGA: SYDNEY Locality : ERSKINVILLE Subdivision No: 2017/56 Lengths are in metres. Reduction Ratio 1: 150	Registered 6.2.2018	DP1233713

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

Req:R282666 /Doc:DP 1233713 P /Rev:07-Feb-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:3 of 8
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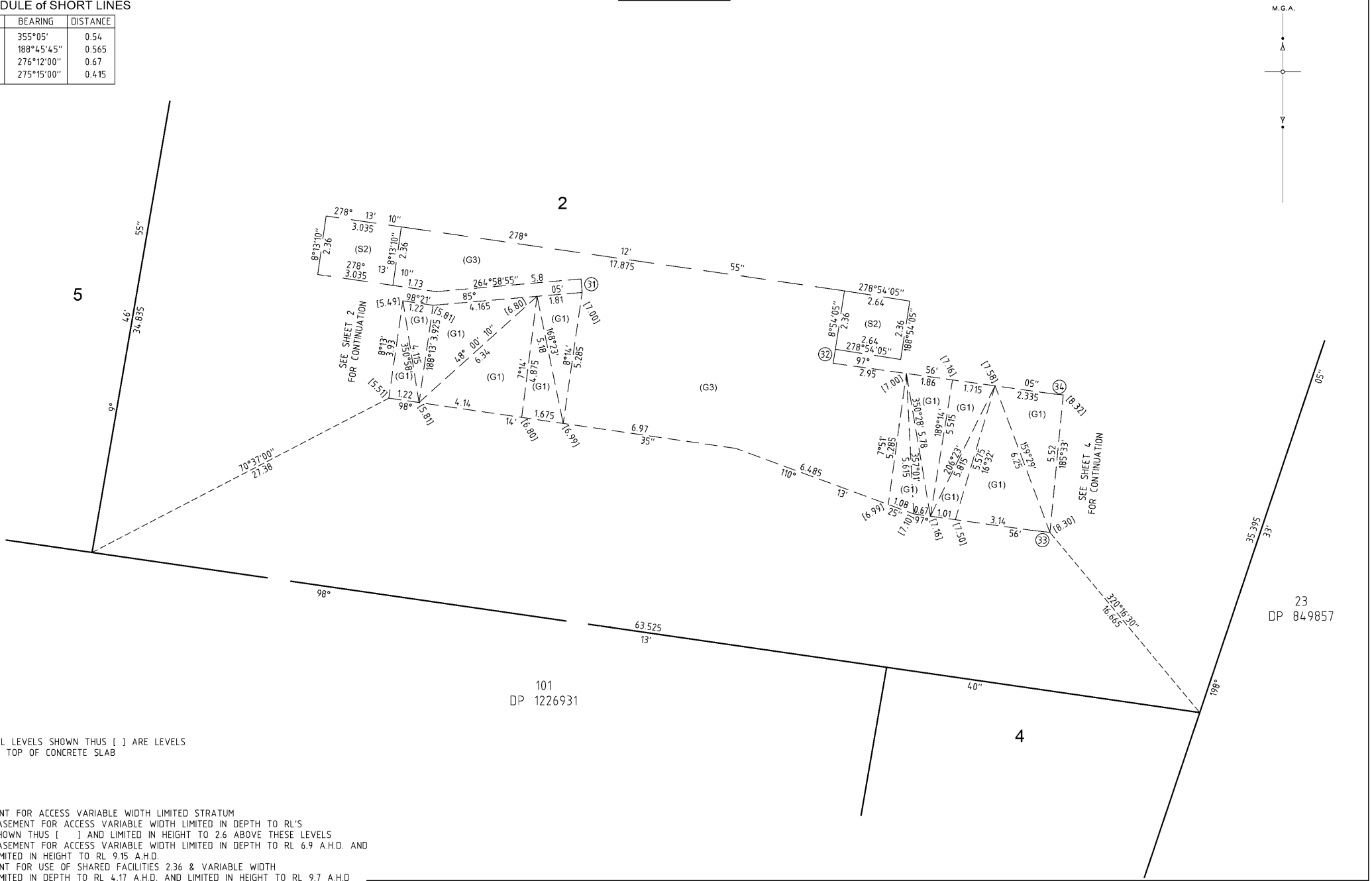
BASEMENT 1

SCHEDULE of SHORT LINES

NO	BEARING	DISTANCE
31	355°05'	0.54
32	188°45'45"	0.565
33	276°12'00"	0.67
34	275°15'00"	0.415



ALL LEVELS SHOWN THUS [ ] ARE LEVELS OF TOP OF CONCRETE SLAB

(G) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED STRATUM
(G1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL'S SHOWN THUS [ ] AND LIMITED IN HEIGHT TO 2.6 ABOVE THESE LEVELS
(G3) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 6.9 A.H.D. AND LIMITED IN HEIGHT TO RL 9.15 A.H.D.
(S) EASEMENT FOR USE OF SHARED FACILITIES 2.36 & VARIABLE WIDTH
(S2) LIMITED IN DEPTH TO RL 4.17 A.H.D. AND LIMITED IN HEIGHT TO RL 9.7 A.H.D

Surveyor: SCOTT PETER LINDSAY LORD Date of Survey: 30 JUNE 2017 Surveyor's Reference: 42482-44806DP [PPN DP1233713]	PLAN OF SUBDIVISION OF LOT 100 DP 1226931	LGA: SYDNEY Locality : ERSKINVILLE Subdivision No: 2017/56 Lengths are in metres. Reduction Ratio 1: 100	Registered 6.2.2018	DP1233713

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

Req:R282666 /Doc:DP 1233713 P /Rev:07-Feb-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:4 of 8
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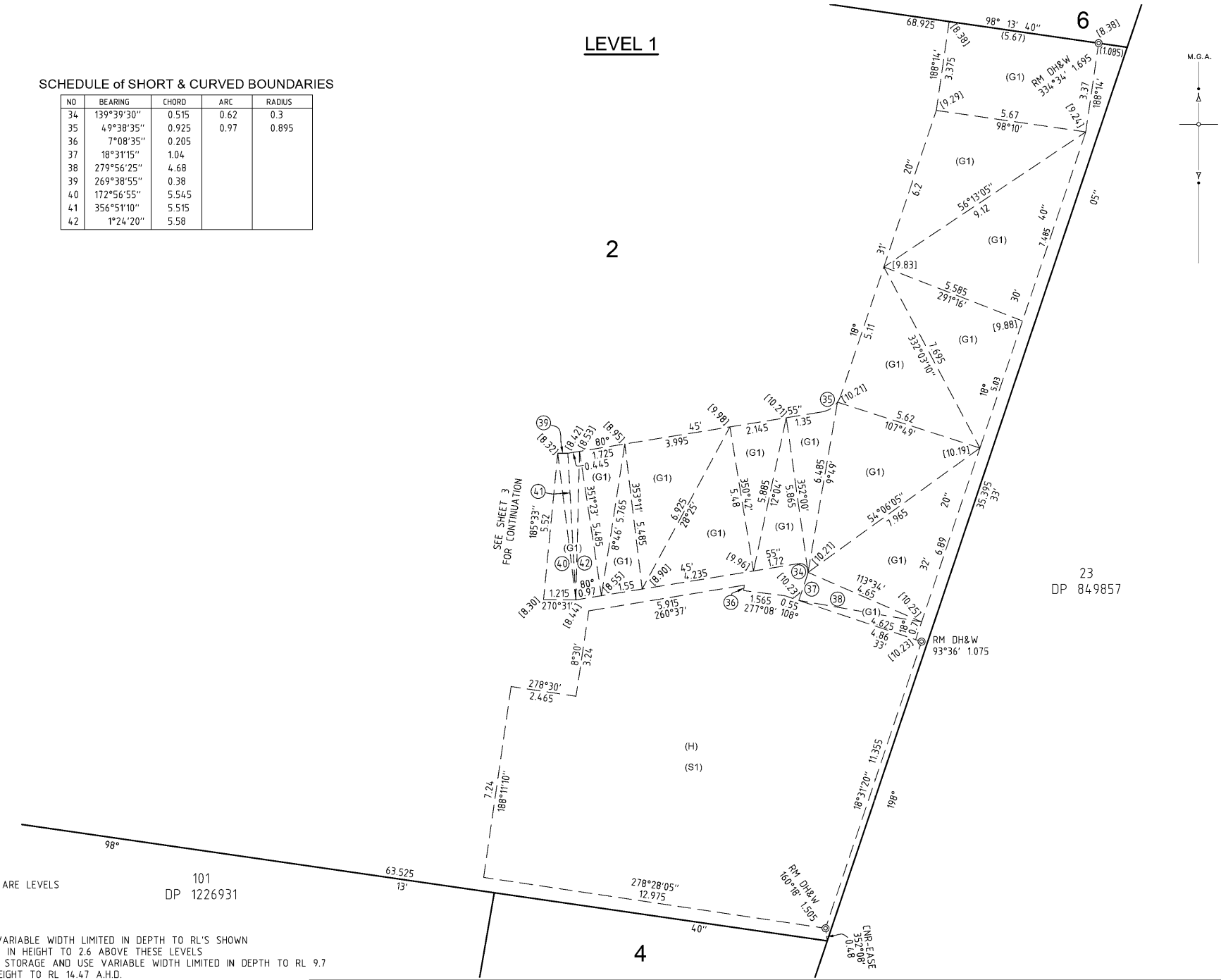
LEVEL 1

SCHEDULE of SHORT & CURVED BOUNDARIES

NO	BEARING	CHORD	ARC	RADIUS
34	139°39'30"	0.515	0.62	0.3
35	49°38'35"	0.925	0.97	0.895
36	7°08'35"	0.205		
37	18°31'15"	1.04		
38	279°56'25"	4.68		
39	269°38'55"	0.38		
40	172°56'55"	5.545		
41	356°51'10"	5.515		
42	1°24'20"	5.58		



LL LEVELS SHOWN THUS [ ] ARE LEVELS
= TOP OF CONCRETE SLAB

(S1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL'S SHOWN THUS [ ] AND LIMITED IN HEIGHT TO 2.6 ABOVE THESE LEVELS
(4) EASEMENT FOR GARBAGE STORAGE AND USE VARIABLE WIDTH LIMITED IN DEPTH TO RL 9.7 A.H.D. AND LIMITED IN HEIGHT TO RL 14.47 A.H.D.
(5) EASEMENT FOR USE OF SHARED FACILITIES 2.36 & VARIABLE WIDTH (S1) LIMITED IN DEPTH TO RL 9.7 A.H.D. AND LIMITED IN HEIGHT TO RL 14.47 A.H.D

Surveyor: SCOTT PETER LINDSAY LORD Date of Survey: 30 JUNE 2017 Surveyor's Reference: 42482-44806DP [PPN DP1233713]	PLAN OF SUBDIVISION OF LOT 100 DP 1226931	LGA: SYDNEY Locality : ERSKINVILLE Subdivision No: 2017/56 Lengths are in metres. Reduction Ratio 1: 100	Registered 6.2.2018	DP1233713

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

Req:R282666 /Doc:DP 1233713 P /Rev:07-Feb-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:5 of 8
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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 6.2.2018

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1233713

PLAN OF SUBDIVISION OF LOT 100 IN DP1226931

LGA: SYDNEY

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ALISTAIR SMITH

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

Signature: .....

~~Accreditation number:~~ .....

Consent Authority: CITY OF SYDNEY

Date of endorsement: 20/12/2017

Subdivision Certificate number: 2017/56

File number: S/2017/45

*Strike through if inapplicable.

Survey Certificate

I, SCOTT PETER LINDSAY LORD

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 30th June 2017

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

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

Signature: ..... Dated: 4-8-17

Surveyor ID: 8627

Datum Line: 'X' – 'Y'

Type: *Urban/*~~Rural~~

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

*Strike through if inapplicable.

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

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation.

DP1226931

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 42482-44806DP [PRN DP1233713]

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 6.2.2018

Office Use Only

DP1233713

PLAN OF SUBDIVISION OF LOT 100 IN DP1226931

Subdivision Certificate number: 2017/56

Date of Endorsement: 20/12/2017

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

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

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

1. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (G)
2. EASEMENT FOR GARBAGE STORAGE AND USE VARIABLE WIDTH (LIMITED IN STRATUM) (H)
3. EASEMENT FOR USE OF SHARED FACILITIES 2.36 WIDE & VARIABLE (LIMITED IN STRATUM) (S)
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	70-102	METTERS	STREET	ERSKINEVILLE
2	7	METTERS	STREET	ERSKINEVILLE
3	74A	MACDONALD	STREET	ERSKINEVILLE
4	74B	MACDONALD	STREET	ERSKINEVILLE
5	UNKNOWN			
6				
7				

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42482-44806DP [PPN DP1233713]

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DP1233713

PLAN OF SUBDIVISION OF LOT 100 IN DP1226931

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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 2017/56

Date of Endorsement: 20/12/2017

EXECUTED by)
B1 Shiying Ashmore Pty Ltd)
ACN 606 949 124)
in accordance with Section 127)
of the Corporations Act)

.....
Signature of Director

.....
Signature of ~~Direc~~tor/secretary

ANNE BI
NAME (please print)

CHRIS FUNG
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42482-44806DP [PPN DP1233713]

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ePlan ORIGINAL

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

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Office Use Only

DP1233713

PLAN OF SUBDIVISION OF LOT 100 IN DP1226931

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

Subdivision Certificate number: 2017/56

Date of Endorsement: 20/12/2017

Mortgagee: (National Australia Bank Limited)

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:

WITNESS

VICKY CHUNG
L22, 255 GEORGE ST
SYDNEY

ATTORNEY

NEIL KUMAR
Associate Director
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42482-44806DP [PPN DP1233713]

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ePlan

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

Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

Full name and address of the Owner of the land:

B1 Shiying Ashmore Pty Ltd
ACN 606 949 124

of c/- of Level 8, 299 Sussex Street, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (G)	2~~/DP1233713~~ S.L.	101/DP1226931
2	EASEMENT FOR GARBAGE STORAGE AND USE VARIABLE WIDTH (LIMITED IN STRATUM) (H)	2~~/DP1233713~~ S.L.	101/DP1226931
3	EASEMENT FOR USE OF SHARED FACILITIES 2.36 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM) (S)	2~~/DP1233713~~ S.L.	101/DP1226931
4	RESTRICTION ON THE USE OF LAND	2~~/DP1233713~~ S.L.	City of Sydney
5	RESTRICTION ON THE USE OF LAND	2~~/DP1233713~~ S.L.	City of Sydney
6	POSITIVE COVENANT	1~~/DP1233713~~ S.L. 2~~/DP1233713~~	City of Sydney

.....
Council Authorised Delegate

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Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

PART 2 (Terms)

DEFINITIONS

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the Owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument and, subject to the terms of the relevant easement, positive covenant or restriction on the use of land (as the case may be), an Authorised Person includes an Occupier.

Authority means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority and includes, without limitation, the Council.

Building means the building and Improvements constructed within Lot 2/DP1233713.

Common Property means the common property in the Strata Scheme.

Council means City of Sydney.

Facilities means anything which is referred to and for which there is a provision for expenditure and how it is to be allocated in the Facilities Agreement.

Facilities Agreement means any agreement between the owners of 2/DP1233713 and Lot 101/DP1226931 which includes, in relation to each Facility:

(a) sufficient information to identify the Facility including, where appropriate, its location;

(b) the percentage of costs payable by each lot in relation to the Facility; and

(c) such other information as may be considered necessary or desirable.

Garbage includes general waste, recyclable products and green waste products.

Garbage Room has the meaning set out in clause 2.1.

.....
Council Authorised Delegate

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Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

Improvements means all improvements, structures and fixtures constructed, erected or installed, at any time, including any walls, support columns, slabs, foundations and footings.

Law means:

(a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and the State of New South Wales; and

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction.

Maintain includes:

(a) keep clean and tidy;

(b) maintain in good and serviceable condition;

(c) maintain in structurally sound condition;

(d) repair as necessary; and

(e) replace as necessary.

Occupier means a person in lawful occupation of a lot.

Owner means:

(a) a person registered or entitled to be registered as proprietor;

(b) a mortgagee in possession; or

(c) a covenant charge in possession.

Owners Corporation means the owners of the lots, from time to time, in the Strata Scheme constituting the body corporate under the name of "The Owners – Strata Plan No. SP95991".

Rules means any by-laws registered with the Strata Plan and other rules about the control, management, operation, use and enjoyment of the Building, and any part of it, which may be made by the Owners Corporation from time to time.

.....
Council Authorised Delegate

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

Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

Strata Legislation means the *Strata Schemes Management Act 2015* and the *Strata Schemes Development Act 2015* and the regulations made under those Acts.

Strata Plan means strata plan number 95991.

Strata Scheme means the freehold strata scheme created on registration of the Strata Plan.

Utility Lot has the meaning given in the Strata Legislation.

Visitor Parking Spaces means those parts of the Common Property which are allocated for temporary parking by Authorised Persons.

INTERPRETATION

In this Instrument unless the context clearly indicates otherwise:

(a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, the Owners Corporation and any other organisation or type of legal entity;

(b) **including** is not a word of limitation;

(c) the words **at any time** mean at any time and from time to time;

(d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;

(f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;

(g) a reference to a corporation includes its successors and permitted assigns;

(h) a reference to a document is a reference to a document of any kind, including a plan;

.....
Council Authorised Delegate

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

Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

(i) where this instrument refers to a body or Authority which no longer exists, unless otherwise prescribed by law, there is to be taken to be substituted a body or Authority having substantially the same objects as the named body or Authority;

(j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(k) a reference to a time is to that time in Sydney;

(l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(m) a requirement to do any thing includes a requirement to cause that thing to be done;

(n) a word that is derived from a defined word has a corresponding meaning;

(o) the singular includes the plural and vice-versa;

(p) words importing one gender include all other genders;

(q) any notice, demand, approval, request, application or communication under this instrument must be in writing;

(r) where an easement gives a person a right that right is consistent with the rights of other persons having the same, or similar, rights;

(s) a requirement in an easement that an Owner of a Benefited lot or an Owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919 (NSW)* and is therefore intended to create a positive covenant under that section;

(t) if section 8AB of the *Strata Schemes Development Act 2015 (NSW)* operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 8AB are varied or negatived to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail;

.....
Council Authorised Delegate

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

Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

(u) in respect of each easement in this instrument the Owner of a Benefited lot and Authorised Persons release and indemnify the Owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the Owner of the Burdened lot arising from or in consequence of the exercise by the Owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the Owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:

(i) loss or damage to the property of the Owner or any Occupier of the Burdened lot, except fair wear and tear;

(ii) loss, damage, expense or liability in respect of any other property; and

(iii) loss, expense or liability in respect of personal injury, disease, illness or death; and

(v) the relevant release and indemnity under clause (u) will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the Owner of the Burdened lot or its officers, employees, contractors or agents.

1 Terms of EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (G) numbered 1 in the Plan

1.1 The Owners and Authorised Persons of a Benefited lot have the right to pass and re-pass across the site of this easement (**Easement Site**) by any reasonable means, including with and without motor vehicles, motor bikes, assisted walking devices, bicycle or by foot, to go to or from the Benefited lot.

1.2 When exercising rights under this easement the Owners and each Authorised User of a Benefited lot must:

(a) cause as little disturbance and inconvenience as practicable to the Owners and Occupiers of a Burdened lot or any other person entitled to use the Easement Site;

.....
Council Authorised Delegate

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

Plan: DP1233713

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(b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot;

(c) promptly fix, rectify and make good (to the reasonable satisfaction of the Owner of the Burdened lot) all damage caused to the Easement Site by that Owner or Authorised User in exercising its rights under the terms of this easement;

(d) not park or stand equipment on the Easement Site, or any other part of a Burdened lot, except where expressly permitted to do so; and

(e) comply with the Rules and the reasonable directions of the Owner of the Burdened lot.

1.3 The Owner of a Burdened lot must not use the Easement Site in such a way as to obstruct or unreasonably interfere with the use and enjoyment by the Owners and Authorised Persons of Benefited lot under this easement.

2 Terms of EASEMENT FOR GARBAGE STORAGE AND USE VARIABLE WIDTH (LIMITED IN STRATUM) (H) numbered 2 in the Plan

2.1 The Owners and Occupiers of a Benefited lot have the right to use the garbage room and garbage facilities located on the site of this easement (**Garbage Room**).

2.2 When exercising rights under the terms of this easement the Owners and Occupiers of a Benefited lot must:

(a) ensure that all garbage is disposed of in the correct waste receptacle for that class of garbage (for example and without limitation, recyclables in the recycling receptacle and plant material in the plant material receptacle);

(b) only dispose of waste in the waste receptacles in the Garbage Room;

(c) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of the Burdened lot or any other person entitled to use the Garbage Room;

.....
Council Authorised Delegate

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

Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

(d) take all reasonable precautions to ensure that no damage is caused to the Garbage Room or any other part of the Burdened lot;

(e) promptly fix, rectify and make good (to the reasonable satisfaction of the Owner of the Burdened lot) all damage caused to the Garbage Room by that Owner or Occupier in exercising its rights under the terms of this easement;

(f) take all reasonable steps to keep the Garbage Room clean and tidy and free of vermin and to minimise the emission of unpleasant odours;

(g) comply with all Laws and the requirements and recommendations of all Authorities regarding the disposal of waste; and

(h) comply with the Rules and the reasonable directions of the Owner of the Burdened lot.

2.3 The Owner of a Burdened lot must not use the Garbage Room in such a way as to obstruct or unreasonably interfere with the use and enjoyment by the Owners and Occupiers of a Benefited lot under this easement.

.....
Council Authorised Delegate

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3 Terms of EASEMENT FOR USE OF SHARED FACILITIES 2.36 WIDE & VARIABLE WIDTH (LIMITED IN STRATUM) (S) numbered 3in the Plan

3.1 The Owner of a Benefited lot and Authorised Persons have the right (consistent with the rights of other persons having the same or similar rights) at all times to pass across the site of this easement (**Easement Site**), by any reasonable means, to access and use the Facilities on a Burdened lot.

3.2 When exercising rights or complying with obligations under this easement the Owner of a Benefited lot and Authorised Persons must:

(a) cause as little disturbance and inconvenience as practicable to the Owner or any Authorised User of the Burdened lot or any other person entitled to use the relevant Facilities;

(b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;

(c) promptly fix, rectify and make good (to the reasonable satisfaction of the Owner of the Burdened lot) all damage caused to the Facilities by that Owner or Occupier in exercising its rights under the terms of this easement;

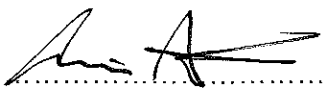
(d) comply with the Facilities Agreement; and

(e) comply with the Rules and the reasonable directions of the Owner of the Burdened lot.

3.3 The Owner of the Burdened lot must not use the Easement Site in such a way as to obstruct or unreasonably interfere with the use and enjoyment by the Owners and Authorised Persons of Benefited lot under this easement.

3.4 The Owner of the Benefited lot and the Owner of the Burdened lot acknowledge that:

(a) the Owner of a Burdened lot is required to Maintain each Facility located in its lot;



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Plan: DP1233713

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(b) the Owner of a Benefited lot is required to contribute to the costs and expenses of the Owner of a Burdened lot in Maintaining each Facility; and

(c) the costs and expenses associated with Maintaining Facilities will be shared between the Owner of the Burdened lot and Owner of the Benefited lot and apportioned under the Facilities Agreement.

3.5 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.

4 Terms of RESTRICTION ON THE USE OF LAND numbered 4 in the Plan

4.1 Residential apartments and any other form of residential accommodation within or forming part of the Burdened lot must be used and occupied for the sole purpose of permanent residential accommodation and not for the purpose of short term rental accommodation such as a hotel, serviced apartment, boarding house, tourist and back-packer accommodation unless otherwise permitted by Law.

4.2 This restriction on the use of land is for the benefit of Council only and may only be released with the written consent of Council.

5 Terms of RESTRICTION ON THE USE OF LAND numbered 5 in the Plan

5.1 All on-site car parking spaces and storage spaces forming part of the lots burdened by this restriction must not be used other than by a resident, tenant or occupant of the subject building.

5.2 Car wash bays within, or forming part of, Common Property within a Burdened lot must not be allocated, sold or leased to any Owner or Occupier of a part of the Burdened lot and must be retained, by the Owners Corporation, as Common Property.

5.3 Subject to paragraph 5.4 no part of the Common Property of a Burdened lot may be used by an Owner or Occupier or any other person for the storage of motor vehicles or boats.

.....
Council Authorised Delegate

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5.4 The restriction in clause 5.3 does not prevent the temporary parking of motor vehicles (and, where applicable, the loading and unloading of those motor vehicles) in Visitor Parking Spaces by:

(a) Authorised Persons of Owners; and

(b) service persons of Owners and Occupiers.

5.5 This restriction on the use of land is for the benefit of Council only and may only be released with the written consent of Council.

6 Terms of POSITIVE COVENANT numbered 6in the Plan

6.1 The Registered Proprietor(s) of the lot burdened, and upon request by Council, shall do all things necessary (including execution of all relevant documents and instruments) to obtain termination and extinguishment of the rights currently possessed over the existing Rights of Carriageway and Easements for Services created by the registration of DP 788543 in favour of Lot 3 in DP 788543, within the adjoining lots within DP 788543 (or whatever subdivided land succeeds them). The provisions of this positive covenant will not apply if a prior written arrangement is endorsed by the Council of the City of Sydney.

6.2 This ~~restriction on the use of land~~ positive covenant s.a. is for the benefit of Council only and may only be released with the written consent of Council.

.....
Council Authorised Delegate

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

Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

EXECUTED by **B1 Shiying Ashmore Pty Ltd ACN 606 949 124**)
in accordance with section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of ~~Director~~/Secretary

ANNE B.
Name of Director (block letters)

CHRIS FUNG
Name of ~~Director~~/Secretary (block letters)

Executed by National Australia bank at SYDNEY on the 27 day of DECEMBER 2017 by its duly appointed attorney under Power of Attorney Book 4612 No. 39 who has no notice of revocation of such power of attorney in the presence of:

Signature of witness

VICKY CHUNG
Full name of witness (print)

L22, 255 GEORGE ST, SYDNEY
Address of witness (print)

Signature of attorney (NAME: NEIL KUMAR) S.L.

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

.....
Council Authorised Delegate

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Plan: DP1233713

Plan of subdivision of Lot 100 DP1226931 covered by Subdivision Certificate No. 2017/56 dated 20/12/2017

Signed, sealed and delivered for and on behalf of **Council of the City of Sydney City Council** by its Authorised Delegate pursuant to section 377 *Local Government Act 1993*:

Signature of eligible witness

Signature of Authorised Delegate

MICHAEL PARKINSON
Full name of witness (print)

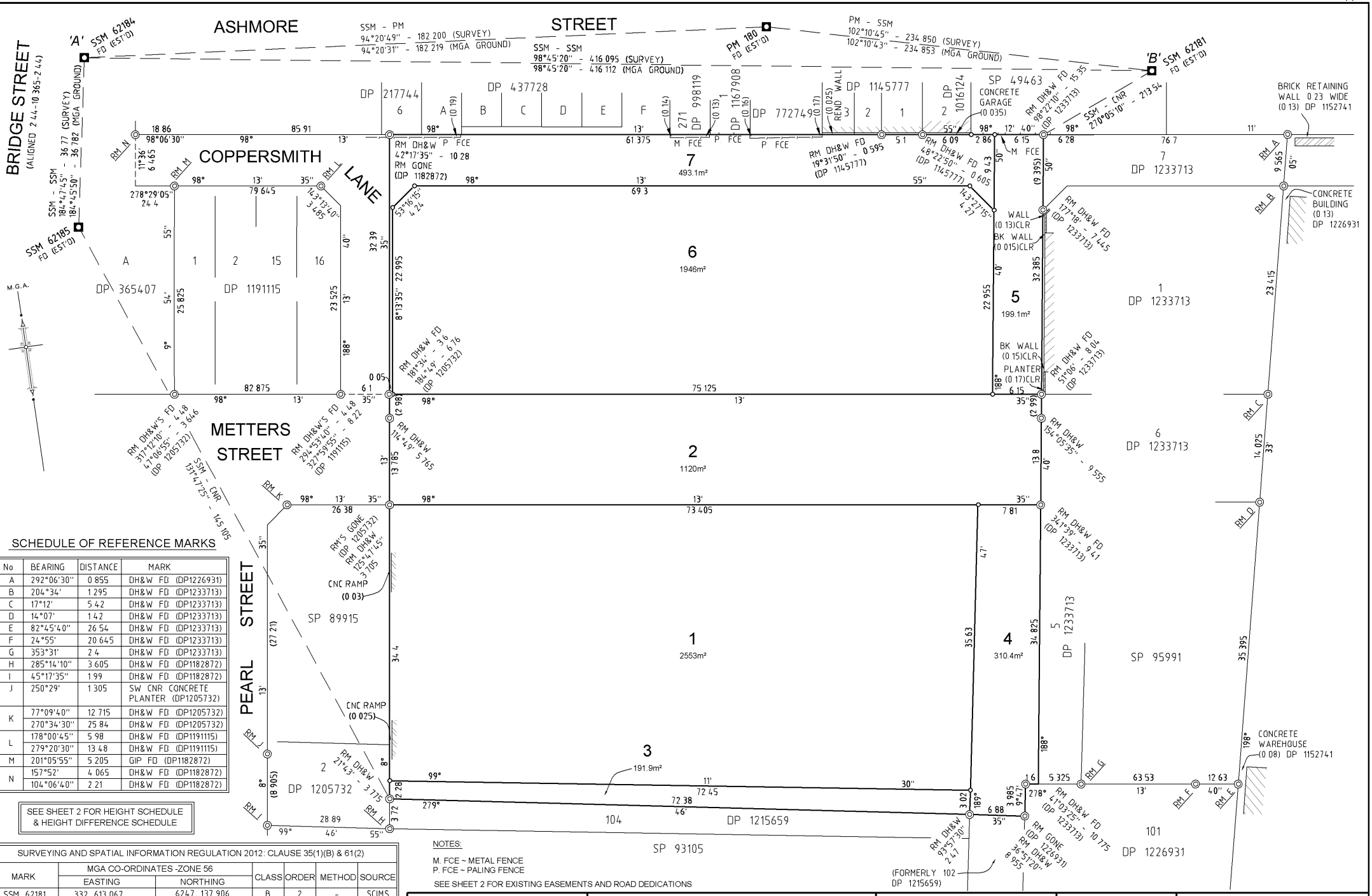
ALISTAIR SMITH
Name of Authorised Delegate (print)

c/- 456 KENT ST SYDNEY
Address of witness (print)

AREA PLANNING MANAGER
Position of Authorised Delegate (print)

REGISTERED 6.2.2018

Council Authorised Delegate



SCHEDULE OF REFERENCE MARKS

No	BEARING	DISTANCE	MARK
A	292°06'30"	0 855	DH&W FD (DP1226931)
B	204°34'	1 295	DH&W FD (DP1233713)
C	17°12'	5 42	DH&W FD (DP1233713)
D	14°07'	1 42	DH&W FD (DP1233713)
E	82°45'40"	26 54	DH&W FD (DP1233713)
F	24°55'	20 645	DH&W FD (DP1233713)
G	353°31'	2 4	DH&W FD (DP1233713)
H	285°14'10"	3 605	DH&W FD (DP1182872)
I	45°17'35"	1 99	DH&W FD (DP1182872)
J	250°29'	1 305	SW CNR CONCRETE PLANTER (DP1205732)
K	77°09'40"	12 715	DH&W FD (DP1205732)
	270°34'30"	25 84	DH&W FD (DP1205732)
L	178°00'45"	5 98	DH&W FD (DP1191115)
	279°20'30"	13 48	DH&W FD (DP1191115)
M	201°05'55"	5 205	GIP FD (DP1182872)
N	157°52'	4 065	DH&W FD (DP1182872)
	104°06'40"	2 21	DH&W FD (DP1182872)

SEE SHEET 2 FOR HEIGHT SCHEDULE & HEIGHT DIFFERENCE SCHEDULE

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)

MARK	MGA CO-ORDINATES -ZONE 56 EASTING	NORTHING	CLASS	ORDER	METHOD	SOURCE
SSM 62181	332 613 067	6247 137 906	B	2	-	SCIMS
SSM 62184	332 201 828	6247 201 243	B	2	-	SCIMS
SSM 62185	332 198 773	6247 164 59	B	2	-	SCIMS
PM 180	332 383 513	6247 187 448	B	2	-	SCIMS

SOURCE: SCIMS 06/09/2017
COMBINED SCALE FACTOR 0.999941

NOTES:
M. FCE ~ METAL FENCE
P. FCE ~ PALING FENCE
SEE SHEET 2 FOR EXISTING EASEMENTS AND ROAD DEDICATIONS

SURVEYOR
Name: JACEK IDZIKOWSKI
Date of Survey: 21/08/2017
Surveyor's Reference: 35875 005 DP PPN1241416

PLAN OF SUBDIVISION OF LOT 4 IN DP 788543

LGA: SYDNEY
Locality : ERSKINEVILLE
Reduction Ratio 1: 300
Lengths are in metres.

Registered 30.07.2018

DP1241416

S:\ERSKINEVILLE 'Sugarcube' 1A Coulson St Units 21-34 - 35875\CAD Drawings\Deposited Plans\35875 005 DP V6 24-07-18.dwg

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M.G.A.

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 62184	9.872	B	2	SCIMS ADOPTED	FOUND
PM 180	9.217	LA	4	SCIMS-DATUM VALIDATION	FOUND
DATE OF SCIMS AHD VALUES 06/08/17				HEIGHT DATUM AHD71	

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 62184	PM 180	-0.655	TRIGONOMETRIC HEIGHTING
PM 180	SSM 62184	0.655	DIFFERENTIAL LEVELLING
HEIGHT DATUM AHD71			

TABLE OF SHORT LINES

NUM	BEARING	DISTANCE
1	278°13'35"	
2	278°13'35"	6.345
3	188°13'30"	1.685
4	188°13'30"	4.49
5	188°13'30"	0.46
6	278°13'35"	6.345
7	278°13'35"	0.21
8	7°51'20"	3.525
9	322°30'05"	5.095
10	277°49'00"	4.11
11	241°40'30"	4.58
12	188°19'25"	3.125
13	178°50'25"	1.665
14	162°01'55"	2.67
15	187°57'35"	0.47
16	99°45'45"	1.09
17	187°39'00"	0.915
18	-	-
19	97°39'05"	5.42
20	143°42'50"	1.96
21	187°59'20"	1.04
22	98°08'40"	2.325
23	188°13'30"	8.35
24	278°13'35"	6.345
25	188°13'30"	1.26
26	278°13'35"	6.345
27	8°13'35"	1.26
28	8°13'35"	8.805
29	8°13'35"	4.49
30	8°13'35"	1.685

ASHMORE STREET

COPPERSMITH LANE

METTERS STREET

PEARL STREET

DP 217744 6 A B C D E F

DP 437728

271 DP 998119

1 DP 1167908

DP 772749 3 2 1

DP 1145777

2 DP 1016124

SP 49463

DP 1191115 1 2 15 16

SP 89915

DP 1205732 2

SP 93105 104

DP 1215659 3

DP 1233713 2

DP 1226931 101

7 6 5 4 1 2 3

RSP-REGULAR SLOPING PLANE BETWEEN RL'S SHOWN THUS [ ]
HP-HORIZONTAL PLANE WITH RL SHOWN THUS [ ]
(E3) IS LIMITED IN STRATUM
DEPTH-HORIZONTAL AND REGULAR SLOPING PLANES AS SHOWN
HEIGHT-12.27 (GENERAL RL OF UNDERSIDE OF CEILING SLAB)

NOTE: LOT 3 IS RESERVED FOR FUTURE PUBLIC PURPOSES

EXISTING EASEMENTS
(B) EASEMENT TO DRAIN WATER 1.5 WIDE (DP788543)
(D) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6.77 WIDE (DP788543)
(E) EASEMENT FOR WATER SUPPLY PURPOSES 6 WIDE (AG600007) (DP1152741)
(E1) EASEMENT FOR ELECTRICITY PURPOSES 4.25 WIDE LIMITED IN STRATUM (AN356673)
(E2) EASMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (DP1243230)
(E3) EASMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (DP1243230)
(R1) RIGHT OF WAY 4.25 WIDE LIMITED IN STRATUM (AN356673)

NEW EASEMENT
(E3) EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM

SURVEYOR
Name: JACEK IDZIKOWSKI
Date of Survey: 21/08/2017
Surveyor's Reference: 35875.005 DP PPN1241416

PLAN OF SUBDIVISION OF LOT 4 IN DP 788543

LGA: SYDNEY
Locality : ERSKINEVILLE
Reduction Ratio 1: 300
Lengths are in metres.

Registered 30.07.2018

DP1241416

S:\ERSKINEVILLE 'Sugarcube' 1A Coulson St Units 21-34 - 35875\CAD Drawings\Deposited Plans\35875.005 DP V6 24-07-18.dwg

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PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 30.07.2018

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1241416

PLAN OFSUBDIVISION OF LOT 4 IN DP788543

LGA: SYDNEY

Locality: ERSKINEVILLE

Parish: PETERSHAM

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, SUE M°MAHON

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

Signature: .....

~~Accreditation number~~: .....

Consent Authority: CITY OF SYDNEY

Date of endorsement: 23/05/2018

Subdivision Certificate number: 2018/19

File number: S/2018/12

*Strike through if inapplicable.

Survey Certificate

I, JACEK IDZIKOWSKI

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 21/8/17

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

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

Signature: ..... Dated: 24/5/18

Surveyor ID: 7255

Datum Line: 'A' – 'B' .....

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.

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

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

~~See Sheet 2~~

Plans used in the preparation of survey/~~compilation~~.

DP788543	DP1215659
DP1205732	DP1182872
DP1191115	DP1145777
DP1233713	DP1152741
DP1226931	DP1226931

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 35875-005DP [12794_1]

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 30.07.2018

PLAN OFSUBDIVISION OF LOT 4 IN DP788543

Office Use Only

DP1241416

Subdivision Certificate number: 2018/19

Date of Endorsement: 23/05/2018

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

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

~~IT IS INTENDED TO DEDICATE TO THE PUBLIC AS A PUBLIC ROAD:~~

~~LOT 2 (METTERS STREET VARIABLE WIDTH) SUBJECT TO:~~
~~1. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5 WIDE (DP788543) DESIGNATED (C) ON THE PLAN~~
~~2. EASEMENT FOR WATER SUPPLY PURPOSES 6 WIDE (AG600007) (DP788543) DESIGNATED (E) ON THE PLAN~~

~~LOT 4 (ZENITH STREET VARIABLE WIDTH) SUBJECT TO:~~
~~1. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5 WIDE (DP788543) DESIGNATED (C) ON THE PLAN~~
~~2. RIGHT OF CARIAGEWAY AND EASEMENT FOR SERVICES 6.77 WIDE (DP788543) DESIGNATED (D) ON THE PLAN~~

~~LOT 5 (COPPERSMITH LANE 6.15 WIDE) SUBJECT TO:~~
~~1. EASEMENT TO DRAIN WATER 1.5 WIDE (DP788543) DESIGNATED (B) ON THE PLAN~~
~~2. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5 WIDE (DP788543) DESIGNATED (C) ON THE PLAN~~
~~3. EASEMENT FOR WATER SUPPLY PURPOSES 6 WIDE (AG600007) (DP788543) DESIGNATED (E) ON THE PLAN~~

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	1	METTERS	STREET	ERSKINEVILLE
2	N/A-ROAD	N/A	N/A	ERSKINEVILLE
3	3A	ZENITH	STREET	ERSKINEVILLE
4	N/A-ROAD	N/A	N/A	ERSKINEVILLE
5	N/A-ROAD	N/A	N/A	ERSKINEVILLE
6	34-68 (INCL.)	METTERS	STREET	ERSKINEVILLE
7	N/A-ROAD	N/A-ROAD	N/A	ERSKINEVILLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35875-005DP

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 30.07.2018

Office Use Only

DP1241416

PLAN OFSUBDIVISION OF LOT 4 IN DP788543

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

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

Subdivision Certificate number: 2018/19

Date of Endorsement: 23/05/2018

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

1. EASEMENT FOR ACCESS AND GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN STRATUM (E1)
2. POSITIVE COVENANT ON SITE DETENTION SYSTEM
3. RESTRICTION ON THE USE OF LAND ON SITE DETENTION SYSTEM
4. POSITIVE COVENANT ENVIRONMENTAL MANAGEMENT PLANS
5. POSITIVE COVENANT ENVIRONMENTAL MANAGEMENT PLANS

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

1. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 9 METRE(S) WIDE AND VARIABLE WIDTH (DP788543)
2. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 METRE(S) WIDE AND VARIABLE WIDTH (DP788543)
3. ~~EASEMENT~~ RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 8 METRE(S) WIDE (DP788543 AS VARIED BY AJ314067)
4. EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (DP788543)
5. EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES (Y451066)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35875-005DP

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DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 30.07.2018

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PLAN OFSUBDIVISION OF LOT 4 IN DP788543

Subdivision Certificate number: 2018/19

Date of Endorsement: 23/05/2018

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

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

EXECUTED by
Golden Rain Development Pty Ltd
ACN 166 672 537
in accordance with Section 127
of the Corporations Act

Signature of Director

JUN ZHANG
NAME (please print)

Signature of Director/secretary

ROSEMARY REN
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35875-005DP

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PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 30.07.2018

Office Use Only

DP1241416

PLAN OFSUBDIVISION OF LOT 4 IN DP788543

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

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

Subdivision Certificate number: 2018/19

Date of Endorsement: 5/2018/12

MORTGAGEE:

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated *18th November 2002*
and registered in *New South Wales*
Book: 4376 Folio: 410 by

JASON FINLAYSON

who certifies that he/~~she~~ is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

Signature of Attorney
In the presence of

Signature of Witness

ANDREW LYALL

Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 35875-005DP

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ePlan

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

Lengths are in metres: (Sheet 1 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Access and Garbage Collection variable width limited in Stratum (E1)	1	City of Sydney Council
2	Positive Covenant On Site Detention System	1	City of Sydney Council
3	Restriction on the Use of Land On Site Detention System	1	City of Sydney Council
4	Positive Covenant - Environmental Management Plans	1	City of Sydney Council
5	Positive Covenant - Environmental Management Plans	6	City of Sydney Council

.....
General Manager/Authorised Person
City of Sydney Council

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

Lengths are in metres: (Sheet 2 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway and Easement for Services 9 Metre(s) wide and variable width (DP788543)	101-102 in DP1240458 CP/SP97158	Lot 4 in DP788543
2	Right of Carriageway and Easement for Services 8 Metre(s) wide and variable width (DP788543)	CP/SP89915 Lot 2 in DP1205732	Lot 4 in DP788543
3	Right of Carriageway and Easement for Services 8 metre(s) wide (DP788543 as varied by AJ314067)	CP/SP93105 1-2 in DP1218576	Lot 4 in DP788543
4	Easement to drain water over existing line of pipes (DP788543)	Lot 2 in DP1205732	Lot 4 in DP788543
5	Easement to drain water over existing line of pipes (Y451066)	Lots 1 and 5 in DP1233713	Lot 4 in DP788543

.....
General Manager/Authorised Person
City of Sydney Council

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

Lengths are in metres: (Sheet 3 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

Part 2 (Terms)

1 Definitions

In this Instrument, unless the context otherwise requires:

(1) **Council** means City of Sydney Council or its successor.

(2) **Council's Authorised Agents** means the officers, servants, agents and workmen of the Council and any other person authorised by the Council to exercise its rights or comply with its obligations under this Instrument.

(3) **Development Consent** means the consent of Council number D/2015/154/B dated 24 August 2017 as amended or varied.

(4) **Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

(5) **Easement Site** in relation to an Easement, means that site of the Easement identified in the Plan and includes all items within the site of an Easement.

(6) **Environmental Management Plans** means:

(a) Environmental Management Plan – Membrane System: Honeycomb Terraces, for Hamilton Marino Builders Pty Ltd dated 27 July 2017 with respect to Lot 4, 1A Coulson Street, Erskineville NSW;

(b) Environmental Management Plan – Sugarcube Apartments, for Golden Rain Developments Pty Ltd dated 12 December 2017 with respect to Lot 4, 1A Coulson Street, Erskineville NSW; and

(c) Environmental Management Plan – Dedicated Public Roads, for CF Group Pty Ltd dated 13 December 2017 with respect to Lot 4, 1A Coulson Street, Erskineville.

(7) **Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

(8) **Instrument** means this section 88B instrument.

J. Mcdonald

General Manager/Authorised Person
City of Sydney Council

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

Lengths are in metres: (Sheet 4 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

(9) **Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

(10) **OSD System** means the on-site detention system on the Lot Burdened.

(11) **Plan** means the plan to which this Instrument relates.

(12) **Public Way** means the roads, laneways or other areas vested in or controlled by Council.

2 Terms of Easement for Access and Garbage Collection variable width limited in Stratum (E1) being Item 1 in the Instrument

2.1 The Grantor grants Council and Council's Authorised Agents, the full and free right to go, pass and repass over the site of Easement Site at all times with or without vehicles for the purpose of collecting and remove garbage, recycling and refuse from the Lot Burdened provided that Council and Council's Authorised Agents must not:

(1) enter private building, open space or courtyard except to the extent necessary to gain access to garbage and recycling receptacles located therein in positions approved by the Grantor; or

(2) drive any motor vehicle on to any part of the Lot Burdened which has not been constructed or provided for the purpose of a carriage way or parking area for vehicles.

2.2 Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant being Item 1 in the Instrument: Council.

3 Terms of Positive Covenant On Site Detention System being Item 2 in the Instrument

3.1 The Grantor covenants with the Council that in consideration of Council having authorised the discharge of storm water, sprinkler test water and subsoil water from the OSD System on the Lot Burdened to the Public Way, the Grantor must:

(1) keep the OSD System free from silt, rubbish and debris;

(2) comply with all Laws in relation to the operation of the OSD System;

(3) comply with Councils reasonable directions and conditions imposed by the Development Consent in connection with the OSD System;

(4) at its own cost, maintain and repair the OSD System;

(5) not remove, alter and shut down (other than temporarily, or as required for the purposes of complying with this covenant including for repairs, maintenance and

.....
General Manager/Authorised Person
City of Sydney Council

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

Lengths are in metres: (Sheet 5 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

replacement, or in the event of an emergency) the OSD System without the prior written consent of Council; and

(6) use reasonable endeavours to ensure that the OSD System is in working order and functions in a safe and efficient manner at all times.

3.2 The Grantor grants Council and Council's Authorised Agents (subject to those persons complying with all site safety protocols and requirements) the full and free right to enter the Lot Burdened, on reasonable notice to the Grantor, to:

(1) inspect;

(2) maintain;

(3) replace; and

(4) repair,

the equipment (or any part) comprising the OSD System to ensure that the OSD System is maintained in working order as required by this covenant.

3.3 The Grantor acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

3.4 Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant being Item 2 in the Instrument: Council.

4 Terms of Restriction on Use of Land On Site Detention System, being Item 3 in the Instrument

4.1 The Grantor covenants with the Council that in consideration of Council having authorised the discharge of storm water, sprinkler test water and subsoil water from the OSD System on the Lot Burdened to the Public Way, the Grantor must not:

(1) carry out any alterations to the OSD System without obtaining Council's prior written consent, if granted, may be granted on such reasonable terms as Council requires; and

(2) permit any discharge of trade wastes, contaminants or suspended silt from the OSD System to the road.

4.2 Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant being Item 3 in the Instrument: Council.

.....
General Manager/Authorised Person
City of Sydney Council

Req:R282668 /Doc:DP 1241416 B /Rev:30-Jul-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:6 of 9
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

Lengths are in metres: (Sheet 6 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

5 Terms of Positive Covenant Environmental Management Plans, being Item 4 in the Instrument

5.1 The Grantor must:

(1) comply with the terms, conditions and requirements imposed by the Environmental Management Plans prepared and put into place as a result of condition 100 of the Development Consent; and

(2) Council's reasonable directions and requirements in relation to the Environmental Management Plans prepared and put into place as a result of condition 100 of the Development Consent,

but only to the extent that the Environmental Management Plans affect or extend to the Lot Burdened.

5.2 Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant being Item 4 in the Instrument: Council.

6 Terms of Positive Covenant Environmental Management Plans, being Item 5 in the Instrument

6.1 The Grantor must:

(1) comply with the terms, conditions and requirements imposed by the Environmental Management Plans prepared and put into place as a result of condition 100 of the Development Consent; and

(2) Council's reasonable directions and requirements in relation to the Environmental Management Plans prepared and put into place as a result of condition 100 of the Development Consent,

but only to the extent that the Environmental Management Plans affect or extend to the Lot Burdened.

6.2 Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant being Item 5 in the Instrument: Council.

.....
General Manager/Authorised Person
City of Sydney Council

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ePlan

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

Lengths are in metres: (Sheet 7 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

City of Sydney Council by its authorised delegate pursuant to s.377 Local Government Act 1993

Executed by **City of Sydney Council**
in the presence of:

.....
Signature of authorised delegate

SUE McMAHON
Name

AREA PLANNING MANAGER
Position

I certify that I am an eligible witness and that an authorised delegate of the City of Sydney Council signed this dealing in my presence:

[See note * below]

.....
Signature of witness

MICHAEL PARKINSON
Name of witness

C/- 456 KENT ST, SYDNEY
Address of witness

*Section 117 of the Real Property Act 1900(NSW) requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

.....
General Manager/Authorised Person
City of Sydney Council

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ePlan

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

Lengths are in metres: (Sheet 8 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

EXECUTED by
Golden Rain Development Pty Ltd
ACN 166 672 537
in accordance with Section 127
of the Corporations Act

.....
Signature of Director

JUN ZHANG
NAME (please print)

.....
Signature of Director/secretary

ROSEMARY REN
NAME (please print)

.....
General Manager/Authorised Person
City of Sydney Council

Req:R282668 /Doc:DP 1241416 B /Rev:30-Jul-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:13 /Seq:9 of 9
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ePlan

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

Lengths are in metres: (Sheet 9 of 9 sheets)

Plan: DP1241416

Plan of Subdivision of Lot 4 in DP788543

Full Name and address of the owner of the land:

Golden Rain Development Pty Ltd
ACN 166 672 537
3 Wiltona Place, Girraween NSW 2145

MORTGAGEE:

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated *18th November 2002*
registered in *New South Wales*
Book: 4376 Folio: 410 by

JASON FINLAYSON

who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

Signature of Attorney
In the presence of

Signature of Witness

ANDREW LYALL

Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

REGISTERED 30.07.2018

General Manager/Authorised Person
City of Sydney Council

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Form: 20EV
Release: 4·1

VARIATION OF EASEMENT

New South Wales
Section 47(5A) Real Property Act 1900

AJ314067N

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Regis... 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	Dominant Tenement
5/788543	See Annexure 'B'

(B) EASEMENT VARIED BK 2015

Number of Easement	Nature of Easement
See Annexure 'B'	See Annexure 'B'

(C) LODGED BY

TIME: 3:40 PM

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
654X	M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: 173273	EV

(D) APPLICANT (1)

Registered proprietor of the servient tenement
See Annexure 'C'

(E) APPLICANT (2)

Registered proprietor of the dominant tenement
See Annexure 'C'

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

DATE 27 February 2015

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

Signature of witness:

Name of witness: See Annexure 'A'
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of the servient tenement.

Signature of registered proprietor of the servient tenement:

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

Signature of witness:

Name of witness: See Annexure 'A'
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor of the dominant tenement.

Signature of registered proprietor of the dominant tenement:

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

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee under mortgage No. See Annexure 'A' shown on folio of the Register

Signature of the mortgagee:

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

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Annexure A to Variation of Easement

Parties:

Servient tenement:

Erskin FCP Pty Ltd

Dominant tenements:

~~Ashmore Developments Pty Limited, 36/1A Coulson Pty Ltd~~, The Owners – Strata Plan No. 36655, The Owners – Strata Plan No. 36416, The Owners – Strata Plan No. 36415, The Owners – Strata Plan No. 74596

2/3/15 Rebecca Mercer. Authorised to make this alteration.

Dated: 27 February 2015

Execution clauses on the following pages

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:3 of 21
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Execution by the registered proprietor of the dominant tenement CP/SP36655, The Owners – Strata Plan No. 36655

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. **36655** hereby certifies that in respect of their strata scheme that:

~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....~~

~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....~~

*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^ 20th February 2015

and,

*(2) The initial period expired before the above date.

~~*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No **36655** was hereunto affixed on ^ 24/2/15 in the presence of ANTHONY GRAVES, Strata managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Authorised to amend
30/3/2015
Name: Rebecca Mercer

.....

.....

THE PROPRIETORS – STRATA-PLAN No.36655 Common Seal

* Strike through if inapplicable.
^ Insert appropriate date

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:4 of 21
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Execution by the registered proprietor of the dominant tenement CP/SP36655, The Owners – Strata Plan No. 36655

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No **36655** was hereunto affixed on ^ 24/2/15 in the presence of ANTHONY GREAVES, Strata Managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....

^ Insert appropriate date

THE PROPRIETORS — STRATA-PLAN No 36655 ★ Common Seal

Authorised to amend
Name: Rebecca Mercer 30/3/15

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. **36655** certifies that:

(1) On ^ 20/2/15 it passed a special resolution agreeing to the execution of the dealing or plan # *Variation of Easement to vary the Easement fourteenthly referred to in DP788543 being the Right of Carriageway and Easement for Services 8 wide*, pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No **36655** was hereunto affixed on ^ 24/2/15 in the presence of ANTHONY GREAVES, Strata Managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....

Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.
^ Insert appropriate date

THE PROPRIETORS — STRATA-PLAN No 36655 ★ Common Seal

Authorised to amend
Name: Rebecca Mercer 30/3/15

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:5 of 21
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for 2/3/15 Rebecca Meer authorised to make this alteration

Execution by the mortgagee of the dominant tenements ~~2/708543~~, CP/SP36655 and CP/SP74596, State of New South Wales (Minister for Finance and Services) under mortgage registered number AH25486

I certify that I am an eligible witness and that an authorised officer of the mortgagee of the dominant tenement signed this dealing in my presence.

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

Signature of **witness**:

Name of **witness**: STEWART SCARLETT

Address of **witness**:

LVL 16
52 MARTIN PLACE
SYDNEY NSW 2000

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

Signature of ~~authorised officer~~:

~~Authorised officer's name~~:

~~Authority of officer:~~

~~Signing on behalf of: State of New South Wales (Minister for Finance and Services)~~

THE HON DOMINIC PERROTTET MP, MINISTER FOR FINANCE AND SERVICES FOR AND ON BEHALF OF THE STATE OF NEW SOUTH WALES BUT NOT SO AS TO INCUR PERSONAL LIABILITY

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:6 of 21
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2/3/15 Rebecca Mercer Authorised to make this alteration.

Execution by the mortgagee of the dominant tenements ~~2/788643~~, CP/SP36655 and CP/SP74596, Westpac Banking Corporation under mortgages registered number AH25587 and AH143424

Certified correct for the purposes of the Real Property Act 1900 by the persons(s) named below who signed this instrument pursuant to the power of attorney specified. By executing this document the attorney states that they have received no notice of revocation of the power of attorney.

Signature of **Attorney**:

S. Mulqueeney

Attorney's name: Simone Mulqueeney
Tier 3 Attorney

Signing on behalf of: Westpac Banking Corporation ACN 007 457 141 under Power of Attorney dated 17/01/2001

Registered Book: 4299 Page 332

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**~~:

JOHN KENNY

Name of **witness**:

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

Authorised to amend
Name: Rebecca Mercer 30/3/15

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Execution by the registered proprietor of servient tenement, Erskin FCP Pty Ltd

Certified correct for the purposes of the Real Property Act 1900 by the persons(s) named below who signed this instrument pursuant to the power of attorney specified. By executing this document the attorney states that they have received no notice of revocation of the power of attorney.

Signature of **Attorney**:

Attorney's name: Chris Roche

Signing on behalf of: Erskin FCP Pty Ltd
ACN 127 081 074 under Power of Attorney dated: 22 May 2014

Registered Book: 4668 No. 466

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**: CRAIG McWHINNIE

Address of **witness**: 1601/19-23 ELIZABETH BAY ROAD, ELIZABETH BAY, NSW 2010.

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Execution by the mortgagee of the servient tenement Australia and New Zealand Banking Group Limited under mortgage registered number AI786595

Certified correct for the purposes of the Real Property Act 1900 by the persons(s) named below who signed this instrument pursuant to the power of attorney specified. By executing this document the attorney states that they have received no notice of revocation of the power of attorney.

Signature of **Attorney**:

Attorney's name: Elizabeth Hansen

Signing on behalf of: Australia and New Zealand Banking Group Limited ACN 005 357 522 under Power of Attorney dated 18 November 2002

Registered Book: ~~4872~~ No: 410 4376

Authorised to amend

Name: Rebecca Heran 3/3/15

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**: DAVID YUE

Address of **witness**: 3/100 QUEEN ST, MELBOURNE

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:9 of 21
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Execution by the registered proprietor of the dominant tenement CP/SP36416, The Owners – Strata Plan No. 36416

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. **36416** hereby certifies that in respect of their strata scheme that:

~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....;~~

~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....;~~

*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^ 12 January 2015

and,

*(2) The initial period expired before the above date.

~~*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No **36416** was hereunto affixed on ^ 12/1/2015 in the presence of Bronwyn Dutton, Strata Managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS — STRATA-PLAN NO.36416 Common Seal

.....

.....

Authorised to amend

Name: Rebecca Mercer 39/3/15

* Strike through if inapplicable.
^ Insert appropriate date

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:10 of 21
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Execution by the registered proprietor of the dominant tenement CP/SP36416, The Owners – Strata Plan No. 36416

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No **36416** was hereunto affixed on ^12/1/2015 in the presence of Bronwyn Dutton, Strata Managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS — STRATA PLAN NO. 36416 Common Seal

.....

.....

^ Insert appropriate date

Authorised to amend
30/3/15
Name: Rebecca Mercer

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. **36416** certifies that:

(1) On ^12/1/15 it passed a special resolution agreeing to the execution of the dealing or plan # *Variation of Easement to vary the Easement fourteenthly referred to in DP788543 being the Right of Carriageway and Easement for Services 8 wide*, pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No **36416** was hereunto affixed on ^12/1/15 in the presence of Bronwyn Dutton, Strata Managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS — STRATA PLAN NO. 36416 Common Seal

.....

.....

Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.
^ Insert appropriate date

Authorised to amend
30/3/15
Name: Rebecca Mercer

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:11 of 21
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Execution by the registered proprietor of the dominant tenement CP/SP36415, The Owners – Strata Plan No. 36415

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. **36415** hereby certifies that in respect of their strata scheme that:

~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....;~~

~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....;~~

*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^12 January 2015

and,

*(2) The initial period expired before the above date.

~~*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No **36415** was hereunto affixed on ^12/1/2015 in the presence of Bronwyn Dutton, Strata Managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE PROPRIETORS — STRATA-PLAN No. 36415 ★ Common Seal

.....

.....

* Strike through if inapplicable.
^ Insert appropriate date

Authorised to amend
[signature] 29/3/15
Name: Rebecca Mercer

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:12 of 21
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Execution by the registered proprietor of the dominant tenement CP/SP36415, The Owners – Strata Plan No. 36415

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No **36415** was hereunto affixed on ^12/1/2015 in the presence of Brandon Dutton, strata managing agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Authorised to amend 30/3/15
Name: Rebecca Mercer

.....

.....

^ Insert appropriate date

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. **36415** certifies that:

(1) On ^12/1/2015 it passed a special resolution agreeing to the execution of the dealing or plan # *Variation of Easement to vary the Easement fourteenthly referred to in DP788543 being the Right of Carriageway and Easement for Services 8 wide*, pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No **36415** was hereunto affixed on ^12/1/2015 in the presence of Brandon Dutton, strata managing agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Authorised to amend 30/3/15
Name: Rebecca Mercer

.....

.....

Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.
^ Insert appropriate date

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:13 of 21
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Execution by the registered proprietor of the dominant tenement CP/SP74596, The Owners – Strata Plan No. 74596

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. **74596** hereby certifies that in respect of their strata scheme that:

~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....,~~

~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....,~~

*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^ 16 September 2014

and,

*(2) The initial period expired before the above date.

~~*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No **74596** was hereunto affixed on ^ 16/9/14 in the presence of TONY GREAVES, Strata Managing Agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....

Common Seal THE OWNERS - STRATA PLAN No. 74596

* Strike through if inapplicable.
^ Insert appropriate date

Authorised to amend
Name: Rebecca Mercer
39/3/15

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:14 of 21
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Execution by the registered proprietor of the dominant tenement CP/SP74596, The Owners – Strata Plan No. 74596

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No **74596** was hereunto affixed on ^ 16/9/14 in the presence of TONY GREAVES, strata managing agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Common
THE OWNERS - STRATA PLAN No. 74596
Seal

.....

.....

^ Insert appropriate date

Authorised to amend
Name: Rebecca Mercer 30/3/15

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. **74596** certifies that:

(1) On ^ 16/9/14 it passed a special resolution agreeing to the execution of the dealing or plan # *Variation of Easement to vary the Easement fourteenthly referred to in DP788543 being the Right of Carriageway and Easement for Services 8 wide*, pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No **74596** was hereunto affixed on ^ 16/9/14 in the presence of TONY GREAVES, strata managing agent being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Common
THE OWNERS - STRATA PLAN No. 74596
Seal

.....

.....

Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.
^ Insert appropriate date

Authorised to amend
Name: Rebecca Mercer 30/3/15

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:15 of 21
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Annexure B to Variation of Easement

Parties:

Servient tenement:

Erskin FCP Pty Ltd

Dominant tenements:

~~Ashmore Developments Pty Limited, 36/1A Coulcon Pty Ltd~~, The Owners – Strata Plan No. 36655, The Owners – Strata Plan No. 36416, The Owners – Strata Plan No. 74596

2/3/15 Rebecca Mercer authorised to make this alteration.

Dated: 27 February 2015

(A) Torrens Title

Servient tenement	Dominant tenements
5/788543 RCES 2	~~2/788543~~ CP/SP36655 (formerly comprising 4/788543) NOC. RCES5 CP/SP36416 (formerly comprising 6/788543) NOC RCES5 CP/SP36415 (formerly comprising 7/788543) NOC. RCES7 CP/SP74596 (formerly comprising 3/788543) NOC RCES4

2/3/15 Rebecca Mercer authorised to make this alteration

(B) Easement Varied

Number of Easement	Nature of Easement
Easement fourteenthly referred to in DP788543	Right of Carriageway and Easement for Services 8 wide

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:16 of 21
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Annexure C to Variation of Easement

Parties:

Servient tenement:

Erskin FCP Pty Ltd

Dominant tenements:

~~Achmore Developments Pty Limited, 36/1A Goulson Pty Ltd~~, The Owners – Strata Plan No. 36655, The Owners – Strata Plan No. 36416, The Owners – Strata Plan No. 36415, The Owners – Strata Plan No. 74596

JC 2/3/15 pursuant to Rebecca Authorised to make this alteration

Dated: 27 February 2015

(D) Applicant (1)

Registered proprietor of the servient tenement
Erskin FCP Pty Ltd

(E) Applicant (2)

Registered proprietor of the dominant tenements
~~2/788543~~ • ~~Achmore Developments Pty Limited~~ • ~~36/1A Goulson Pty Ltd~~
CP/SP36655 • The Owners – Strata Plan No. 36655
CP/SP36416 • The Owners – Strata Plan No. 36416
CP/SP36415 • The Owners – Strata Plan No. 36415
CP/SP74596 • The Owners – Strata Plan No. 74596

JC 2/3/15 pursuant to Rebecca Authorised to make this alteration

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:17 of 21
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Annexure D to Variation of Easement

Parties:

Servient tenement:

Erskin FCP Pty Ltd

Dominant tenements:

~~Ashmore Developments Pty Limited, 36/1A Coulson Pty Ltd~~, The Owners – Strata Plan No. 36655, The Owners – Strata Plan No. 36416, The Owners – Strata Plan No. 36415, The Owners – Strata Plan No. 74596

2/3/15 Rebecca Mercer authorised to make this alteration

Dated: 27 February 2015

(F) Variation of Easement

The Right of Carriageway and Easement for Services 8 wide is varied to delete the words '*Right of Carriageway and*' wherever occurring.

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:18 of 21
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Annexure E to Variation of Easement

Parties:

Servient tenement:

Erskin FCP Pty Ltd

Dominant tenements:

~~Ashmore Developments Pty Limited, 36/1A Coulson Pty Ltd~~, The Owners – Strata Plan No. 36655, The Owners – Strata Plan No. 36416, The Owners – Strata Plan No. 36415, The Owners – Strata Plan No. 74596

2/3/15 Rebecca Mercer authorised to make this alteration

Dated: 27 February 2015

(H) The letters of consent from the following registered lessees and caveators of servient tenement are in the following pages.

Servient tenement lessees:

Ausgrid (formerly known as Sydney Electricity) under lease 2289769

Ausgrid (formerly known as Lease Sydney County Council) under lease S752068

SDP Australia No. 3 Pty Ltd under lease AH25481

Sydney Desalination Plant Pty Limited under lease AH25484

2/3/15 Rebecca Mercer authorised to make this alteration

~~**Caveators**~~**:**

~~Ausgrid under caveat registered number AI191946 on Lot 2 DP788543~~

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Bartier Perry Pty Ltd
10 / 77 Castlereagh Street
Sydney NSW 2000
www.bartier.com.au

DX 109 Sydney
PO Box 2631
Sydney NSW 2001

Tel +61 2 8281 7800
Fax +61 2 8281 7838
ABN 30 124 690 053

Bartier Perry

The Registrar General
Land and Property Information
Queens Square
SYDNEY NSW 2000

26 September 2014

Our ref: PLC 134966

Dear Registrar General

Caveat: AI191946
Lease: 2289769 and S752068
Registered Proprietor: Ashmore Developments Pty Limited, 36/1A Coulson Pty Ltd, The Owners SP74596
Caveator and Lessee: Ausgrid (formerly called Sydney Electricity)
Property: Folio identifiers 2/788543, CP/SP74596

We are the solicitors for Ausgrid, the caveator pursuant to registered caveats AI191946 and the lessee under leases 2289769 and S752068.

Our client, as caveator and lessee consents to the registration of a variation of the "Right of Carriageway and Easement for Services 8 wide" fourteenthly referred to in DP788543 that currently burdens folio identifier 5/788543 and benefits folio identifiers 2/788543 and CP/SP74596

Yours faithfully
Bartier Perry

Pas Crino | Consultant
D +612 8281 7807 **F** +612 8281 7805
pcrino@bartier.com.au

Liability limited by a Scheme approved under Professional Standards Legislation.
Legal practitioners employed by Bartier Perry Pty Limited are members of the Scheme.

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SYDNEY DESALINATION PLANT
ABN 50 125 935 177
Sydney Desalination Plant Pty Ltd
Suite 19, Level 17, Australia Square
264 George Street Sydney NSW 2000
Phone: (02) 8599 8532
Email: info@sydneydesal.com.au
www.sydneydesal.com.au

5 November 2014,

Registrar-General

Land and Property Information NSW

1 Prince Albert Road

Queens Square

SYDNEY NSW 2000

Dear Registrar General,

Re: Consent to Registration of Variation of Easement burdening Folio Identifier 5/788543 – Sydney Desalination Plant Pty Limited

Sydney Desalination Plant Pty Limited (ACN 125 935 177) is the lessee under lease number AH25484 registered on folio identifiers 2/788543, CP/SP74596 and CP/SP36655.

Sydney Desalination Plant Pty Limited consents to the registration of the variation of easement varying the 'Right of Carriageway and Easement for Services 8 Wide' fourteenthly referred to in DP788543 that currently burdens folio identifier 5/788543 and benefits folio identifiers 2/788543, CP/SP74596 and CP/SP36655.

Yours sincerely,



Keith Davies

CEO

Sydney Desalination Pant Pty Ltd

Securing Sydney's water supply for the future....

Req:R282684 /Doc:DL AJ314067 /Rev:08-May-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:21 of 21
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SYDNEY DESALINATION PLANT
ABN 50 125 935 177
Sydney Desalination Plant Pty Ltd
Suite 19, Level 17, Australia Square
264 George Street Sydney NSW 2000

Phone: (02) 8599 8532
Email: info@sydneydesal.com.au
www.sydneydesal.com.au

5 November 2014,

Registrar-General

Land and Property Information NSW

1 Prince Albert Road

Queens Square

SYDNEY NSW 2000

Dear Registrar General,

Re: Consent to Registration of Variation of Easement burdening Folio Identifier 5/788543 - SDP Australia No.3 Pty Ltd

SDP Australia No.3 Pty Ltd (ACN 158 077 411) is the lessee under lease number AH25481 registered on folio identifiers 2/788543, CP/SP74596 and CP/SP36655.

SDP Australia No.3 Pty Ltd consents to the registration of the variation of easement varying the 'Right of Carriageway and Easement for Services 8 Wide' fourteenthly referred to in DP788543 that currently burdens folio identifier 5/788543 and benefits folio identifiers 2/788543, CP/SP74596 and CP/SP36655.

Yours sincerely,

Keith Davies
CEO
Sydney Desalination Plant Pty Ltd

Securing Sydney's water supply for the future....

Req:R282679 /Doc:DL AJ567985 /Rev:03-Aug-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:1 of 5
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Form: 01TR
Release: 3·1

TRANSFER
RELEASING EASEM

New South Wales
Real Property Act 1900

AJ567985H

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.

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
10-06-2015 0008161351-002
TRANSFER
DUTIABLE AMOUNT $ **********1.00
DUTY $ **********10.00

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
5/788543	CP/SP89914

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
654X	**M J ARMSTRONG & CO - GADENS LLP : 131317K** Reference: 193778	**TR**

(C) **EASEMENT**

Number	Nature of Easement
DP788543	As detailed in Annexure A

(D) **TRANSFEROR**

Registered proprietor of the dominant tenement
THE OWNERS - STRATA PLAN NO. 89914

(E)

The transferor acknowledges receipt of the consideration of $ 1.00

and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) **TRANSFEREE**

Registered proprietor of the servient tenement
ERSKIN FCP PTY LIMITED ACN 127 081 074

DATE 26 May 2015

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

Signature of witness:

Name of witness:
Address of witness: See Annexure A

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

Signature of transferor:

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

Signature of witness:

Name of witness:
Address of witness: See Annexure A

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

Signature of transferee:

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

Req:R282679 /Doc:DL AJ567985 /Rev:03-Aug-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:2 of 5
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THIS IS THE ANNEXURE REFERRED TO IN THE TRANSFER RELEASING EASEMENT BETWEEN:
Transferor: THE OWNERS – STRATA PLAN NO. 89914
Transferee: ERSKIN FCP PTY LIMITED ACN 127 081 074
Dated: 26 May 2015

(C) EASEMENT

Number	Nature of Easement
DP788543	Right of Carriageway and Easement for Services 1.23 wide and variable width shown as (E) on the plan.
DP788543	Right of Carriageway and Easement for Services 8 wide shown as (W) on the plan.

EXECUTED BY TRANSFEROR

The common seal of **THE OWNERS – STRATA PLAN NO. 89914** was hereunto affixed on 26 MAY 2015 in the presence of OLIVERA FERGUSON being the person (s) authorised by s. 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Signature of authorised person(s):
(STRATA MANAGING AGENT)

THE OWNERS - STRATA PLAN No. 89914 Common Seal

Approved Form 9
Certificate of Owners Corporation

The Owners – Strata Plan No. 89914 certifies that:

(1) on ^ 19 MAY 2015 it passed a special resolution agreeing to the execution of the Transfer Releasing Easement in respect the Right of Carriageway and Easement for Services 1.23 wide and variable width shown as (E) on DP788543 and the Right of Carriageway and Easement for Services 8 wide shown as (W) on DP788543, pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 ~~or section 22 Strata Schemes (Leasehold Development) Act 1986~~,

(2) The requirements of section 28(3)(a)(ii) (Strata Schemes) Freehold Development Act 1973 ~~or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986~~ have been complied with in respect of the said dealing ~~or plan~~.

The common seal of the Owners – Strata Plan No. 89914 was hereunto affixed on ^ 26 MAY 2015 in the presence of OLIVERA FERGUSON being the person(s) authorised by section 238 Strata Schemes Management Act to attest the affixing of the seal.

(STRATA MANAGING AGENT)

THE OWNERS - STRATA PLAN No. 89914 Common Seal

^ Insert appropriate date

Req:R282679 /Doc:DL AJ567985 /Rev:03-Aug-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:3 of 5
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EXECUTED BY TRANSFEREE

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

Signature of witness:

Name of witness: David McLaren
Address of witness: 7 Binda St
KEIRAVILLE NSW 2500

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

Signature of attorney:

Attorney's name: Chris Roche
Signing on behalf of: Erskin FCP Pty Limited ACN 127 081 074
Power of Attorney: Book 4668 No. 466

* s.117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Req:R282679 /Doc:DL AJ567985 /Rev:03-Aug-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:4 of 5
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Telephone No: (02) 9269 2903

Facsimile No: (02) 9269 2919

Reference: 2015/001

4 June 2015

570 George Street
Sydney NSW 2000
All mail to GPO Box 4009
Sydney NSW 2001
T +61 2 131 525
F +61 2 9269 2830
www.ausgrid.com.au

Registrar-General
Land and Property Information NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Registrar General,

RE: Consent to Registration of Transfer Releasing Easement (E) burdening Folio Identifier 5/788543 – Ausgrid.

Ausgrid is the lessee under lease number AJ83566 registered on folio identifier CP/SP89914.

Ausgrid consents to the registration of the Transfer Releasing Easement (E) the 'Right of Carriageway and Easement for Services 1.23 Wide & Variable' referred to in DP788543 that currently burdens 5/788543 and benefits folio identifiers CP/SP89914.

This Consent does not affect the right for the lease to remain recorded on title nor does it affect the rights claimed under the lease.

Yours Faithfully,

GLENN ELMORE

FOR MANAGER – Property Services South

Req:R282679 /Doc:DL AJ567985 /Rev:03-Aug-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:5 of 5
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Telephone No: (02) 9269 2903

Facsimile No: (02) 9269 2919

Reference: 2015/001

4 June 2015

570 George Street
Sydney NSW 2000
All mail to GPO Box 4009
Sydney NSW 2001
T +61 2 131 525
F +61 2 9269 2830
www.ausgrid.com.au

Registrar-General
Land and Property Information NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Registrar General,

RE: Consent to Registration of Transfer Releasing Easement (W) burdening Folio Identifier 5/788543 – Ausgrid.

Ausgrid is the lessee under lease number AJ83566 registered on folio identifier CP/SP89914.

Ausgrid consents to the registration of the Transfer Releasing Easement (W) the 'Right of Carriageway and Easement for Services 8 Wide' referred to in DP788543 that currently burdens 5/788543 and benefits folio identifiers CP/SP89914.

This Consent does not affect the right for the lease to remain recorded on title nor does it affect the rights claimed under the lease.

Yours Faithfully,

GLENN ELMORE

FOR MANAGER – Property Services South

Req:R282680 /Doc:DL AJ645441 /Rev:28-Jul-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:1 of 6
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Form: 01TR
Release: 3·1

TRANSFER RELEASING EASEMENT

New South Wales
Real Property Act 1900

AJ645441S

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.

NEW SOUTH WALES DUTY
16-06-2015 0008175859-001
OTHER
DUTIABLE AMOUNT $ ********1.00
DUTY $ ********10.00

STAMP DUTY Office of State Revenue use only

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
5/788543	3/1205732

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
654X	M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: 194182	TR

(C) **EASEMENT**

Number	Nature of Easement
DP788543	As detailed in Annexure A

(D) **TRANSFEROR** Registered proprietor of the dominant tenement
ASHMORE DEVELOPMENTS PTY LIMITED ACN 148 813 530 and
36/1A COULSON PTY LIMITED ACN 147 989 562

(E) The transferor acknowledges receipt of the consideration of $ 1.00
and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) **TRANSFEREE** Registered proprietor of the servient tenement
ERSKIN FCP PTY LIMITED ACN 127 081 074

DATE 15·6·15

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

Signature of witness:

Name of witness: See Annexure A
Address of witness:

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

Signature of transferor:

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

Signature of witness:

Name of witness: See Annexure A
Address of witness:

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

Signature of transferee:

Dominant CT Produced by 599D

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

Req:R282680 /Doc:DL AJ645441 /Rev:28-Jul-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:2 of 6
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

'A'

THIS IS THE ANNEXURE REFERRED TO IN THE TRANSFER RELEASING EASEMENT BETWEEN:

Transferor: **ASHMORE DEVELOPMENTS PTY LIMITED ACN 148 813 530 and 36/1A COULSON PTY LIMITED ACN 147 989 562**

Transferee: **ERSKIN FCP PTY LIMITED ACN 127 081 074**

Dated:

(C) EASEMENT

Number	Nature of Easement
DP788543	Right of Carriageway and Easement for Services 8 wide shown as (W) in the plan.
DP788543	Right of Carriageway and Easement for Services 1.23 wide and variable shown as (E) in the plan.

EXECUTED BY TRANSFEROR

Certified correct for the purposes of the Real Property Act 1900 by **ASHMORE DEVELOPMENTS PTY LIMITED ACN 148 813 530** 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.

Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Name of authorised person: STUART ANDREW COOPER

Office held: Director

Signature of authorised person:

Name of authorised person: ROBERT GEORGE DODD

Office held: SECRETARY.

Req:R282680 /Doc:DL AJ645441 /Rev:28-Jul-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:3 of 6
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Certified correct for the purposes of the Real Property Act 1900 by **36/1A COULSON PTY LIMITED ACN 147 989 562** 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.

Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Name of authorised person: **MATTHEW ROBERT BAILEY**

Office held: Director.

Signature of authorised person:

Name of authorised person: **SIMON STUART DOVER HOWARD**

Office held: Director

EXECUTED BY TRANSFEREE

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

Signature of witness:

Name of witness: DAVID MCLAREN

Address of witness: 7 Binda St, Keiraville, NSW, 2500

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

Signature of attorney:

Attorney's Name: Chris Roche

Signing on behalf of: Erskin FCP Pty Limited ACN 127 081 074

Power of Attorney: Book 4668 No. 466

* S.117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Req:R282680 /Doc:DL AJ645441 /Rev:28-Jul-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:4 of 6
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FILM WITH AJ645441

9 June 2015

Registrar-General
Land and Property Information NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

Dear Registrar General,

RE: Consent to Registration of Transfers Releasing Easement (W) & (E) burdening Folio Identifier 5/788543 and benefitting Folio Identifiers 3/1205732 and 2/1205732 – National Australia Bank Limited.

National Australia Bank Limited is a registered mortgagee on folio identifiers 3/1205732 and 2/1205732 under mortgage no. AI1210.

National Australia Bank Limited consents to the registration of the Transfer Releasing Easement (W) the '*Right of Carriageway and Easement for Services 8 Wide* ' referred to in DP788543 that burdens folio identifier 5/788543 and benefits folio identifiers 3/1205732 and 2/1205732. Consent is also provided in relation to any future lot created by way of subdivision.

National Australia Bank Limited consents to the registration of the Transfer Releasing Easement (E) the '*Right of Carriageway and Easement for Services 1.23 Wide & Variable*' referred to in DP788543 that currently burdens 5/788543 and benefits folio identifiers 3/1205732 and 2/1205732. Consent is also provided in relation to any future lot created by way of subdivision.

Yours Sincerely,

Matthew Abela

Level 2 Attorney

©2012 National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian Credit Licence 230686 60299A0612

Req:R282680 /Doc:DL AJ645441 /Rev:28-Jul-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:5 of 6
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Our reference Rebecca Mercer 34619176
Direct line +61 2 9035 7262
Email rebecca.mercer@gadens.com
Partner responsible Steve Healy

gadens

Gadens Lawyers
Sydney Pty Limited
ABN 69 100 963 308

77 Castlereagh Street
Sydney NSW 2000
Australia

DX 364 Sydney

T +61 2 9931 4999
F +61 2 9931 4888

gadens.com

15 June 2015

Ms Christina Garras
Legal Division
Land and Property Information
1 Prince Albert Road
SYDNEY NSW 2000

Dear Christina

Release of Easement – Easements (E) and (W) in DP788543
Dominant Tenement: 3/1205732

We refer to our previous telephone conversation in relation to this matter and enclose a Release of Easement in respect of easements (E) and (W) in DP788543, so far as those easements affect the land in folio identifiers 5/788543 and 3/1205732.

Following our discussion we note that the consents of SDP Australia No. 3 Pty Limited, Sydney Desalination Plan Pty Limited, the State of New South Wales and Westpac are not required, as the interests of those parties relates to Easement AG13173 only, which easement is recorded on the title to the dominant tenement.

Please do not hesitate to contact the writer if you have any queries or require anything further.

Thanks again for your assistance in this matter.

Yours sincerely

Rebecca Mercer
Solicitor

Req:R282680 /Doc:DL AJ645441 /Rev:28-Jul-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:6 of 6
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Our reference Rebecca Mercer 34619176
Direct line +61 2 9035 7262
Email rebecca.mercer@gadens.com
Partner responsible Steve Healy

gadens

Gadens Lawyers
Sydney Pty Limited
ABN 69 100 963 308

77 Castlereagh Street
Sydney NSW 2000
Australia

DX 364 Sydney

T +61 2 9931 4999
F +61 2 9931 4888

gadens.com

26 June 2015

The Deputy Registrar
Land and Property Information
1 Prince Albert Road
SYDNEY NSW 2000

Dear Sir/Madam

Release of Easement – Easements (E), (F) and (W) in DP788543
Dominant Tenement: 3/1205732

We refer to the above and enclose:

1. Transfer Releasing Easement in respect of easement (F) in DP788543, benefitting the land in Folio Identifier 3/1205732;

2. Transfer Releasing Easement in respect of easements (E) and (W) in DP788543, benefitting the land in Folio Identifier 3/1205732;

3. Folio Identifier 3/1205732; and

4. Letter to Chrisina Garras regarding interests recorded on the title to the benefitted land and consents.

Please note that we have been instructed by the registered proprietor for the benefitted land, Ashmore Developments Pty Limited and 36/1A Coulson Pty Limited, that following registration of the enclosed Transfers Releasing Easement, the newly issued title should be delivered to the LPI plans division, so that a plan of subdivision in respect of that land can be registered.

Please do not hesitate to contact the writer if you have any queries.

Yours sincerely

Rebecca Mercer
Solicitor

Req:R282678 /Doc:DL AJ713302 /Rev:22-Oct-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:1 of 4
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AJ713302F

Form: 01TR
Release: 3·1

TRANSFER RELEASING EASEM

New South Wales
Real Property Act 1900

RELODGED

16 SEP

STAMP DUTY

TIME: 2:0

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.

Office of State Revenue use only

NEW SOUTH WALES DUTY
30-07-2015 0008251529-01
TRANSFER
DUTIABLE AMOUNT $ **********80.00
DUTY $ **********1.00

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
5/788543	CP/SP89915

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
654X	M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: 204000	TR

(C) **EASEMENT**

Number	Nature of Easement
DP788543	Right of Carriageway as detailed in Annexure A.

(D) **TRANSFEROR**

Registered proprietor of the dominant tenement
THE OWNERS - STRATA PLAN NO. 89915

(E) The transferor acknowledges receipt of the consideration of $ 1.00 and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) **TRANSFEREE**

Registered proprietor of the servient tenement
ERSKIN FCP PTY LIMITED ACN 127 081 074

DATE 24 July 2015

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

Signature of authorised person:
Name of authorised person:
Office held:

Signature of authorised person:
Name of authorised person:
Office held:

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

Signature of authorised person:
Name of authorised person:
Office held:

Signature of authorised person:
Name of authorised person:
Office held:

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

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'A'

THIS IS THE ANNEXURE REFERRED TO IN THE TRANSFER RELEASING EASEMENT BETWEEN:
Transferor: THE OWNERS – STRATA PLAN NO. 89915
Transferee: ERSKIN FCP PTY LIMITED ACN 127 081 074
Dated: 24 July 2015

(C) EASEMENT

Number	Nature of Easement
DP788543	Right of Carriageway and Easement for Services 8 Wide shown as (W) in the plan.
DP788543	Right of Carriageway and Easement for Services 1.23 Wide & Variable shown as (E) in the plan.

EXECUTED BY TRANSFEROR

The common seal of **THE OWNERS – STRATA PLAN NO. 89915** was hereunto affixed on 24.7.15 in the presence of Deanne Holz being the person (s) authorised by s. 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Signature of authorised person(s):

Strata Managing Agent

THE OWNERS - STRATA PLAN 89915 Common Seal

Approved Form 9
Certificate of Owners Corporation

The Owners – Strata Plan No. 89915 certifies that:

(1) on ^ 27.7.15 it passed a special resolution agreeing to the execution of the Transfer Releasing Easement in respect the Right of Carriageway and Easement for Services variable width shown as (F) on DP788543, pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 ~~or section 22 Strata Schemes (Leasehold Development) Act 1986~~,

(2) The requirements of section 28(3)(a)(ii) (Strata Schemes) Freehold Development Act 1973 ~~or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986~~ have been complied with in respect of the said dealing ~~or plan~~.

The common seal of the Owners – Strata Plan No. 89915 was hereunto affixed on ^ 24.7.15. in the presence of Deanne Holz being the person(s) authorised by section 238 Strata Schemes Management Act to attest the affixing of the seal.

Strata Managing Agent

THE OWNERS - STRATA PLAN 89915 Common Seal

^ Insert appropriate date

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EXECUTED BY TRANSFEREE

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

Signature of witness:

Name of witness: David McLaren

Address of witness: 7 Binda St,
Keiraville NSW 2500

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

Signature of attorney:

Attorney's name: Chris Roche

Signing on behalf of: Erskin FCP Pty Limited CAN 127 081 074

Power of Attorney: Book 4668 No. 466

*s.117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

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NO4 17/9 AJ713302

AJ741575

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. 89915 hereby certifies that in respect of their strata scheme that;

~~*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....;~~

~~*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....;~~

*(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on ^ 22/7/15;

and,

*(2) The initial period expired before the above date.

~~*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No 89915 was hereunto affixed on ^ 8 September 2015 in the presence of Dennie Hoe being the person(s) authorised by ~~section 238~~ Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN 89915 Common Seal

.....

.....

* Strike through if inapplicable.
^ Insert appropriate date

~~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 is the certificate referred to in
- Sections 9(3)(d), 9(3A), 13(2)(b) Strata Schemes (Freehold Development) Act 1973
- Sections 11(2)(c), 9(2A)(a), 16(2)(b) Strata Schemes (Leasehold Development) Act 1986
4. 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.

Updated April 2009

RELODGED
14 SEP 2015
TIME: 3.18

FILM WITH AJ713302

Req:R286427 /Doc:DL AJ472799 /Rev:18-May-2015 /NSW LRS /Pgs:ALL /Prt:21-Nov-2019 08:47 /Seq:1 of 2
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Form: 13RPA
Release: 3·0

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

AJ472799H

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

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

(A) **TORRENS TITLE**

5/788543

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9811 CAN: 123053P Reference: S116068 - M Ip	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
ERSKIN FCP PTY LIMITED (ACN: 127 081 074)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AI786595	Australia and New Zealand Banking Group Limited

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) The prescribed authority having imposed on the above land a restriction 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 4 MAY 2015

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

Signature of witness:

Name of witness: HEATHER TURNER

Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer:

Name of authorised officer: JEMIMA THERESE KING

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

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: Erskin FCP Pty Limited (ACN: 127 081 074)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person: Nigel Simon Givoni
Office held: Sole Director/Secretary

(H) The mortgagee under mortgage No. AI786595 agrees to be bound by this restriction.
I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence. Signed for the mortgagee under Power of Attorney dated 18 November 2002, registered in NSW, and copy held in Permanent order Book: 4376, No. 410 by:

Signature of witness:

Name of witness: Elizabeth Hansen

Address of witness: 3/100 Queen St, Melbourne

Signature of mortgagee:

FULL NAME (PRINTED): Chris Rudin

POSITION: Manager

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

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ANNEXURE "A" REFERRED TO IN RESTRICTION ON USE OF LAND BY A PRESCRIBED AUTHORITY ON LOT 5 IN DEPOSITED PLAN 788543 BETWEEN ERSKIN FCP PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

DATED: 4th **day of** May **2015**

RESTRICTION ON RESIDENTIAL DEVELOPMENT:

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

Consent means the consent granted to Development Application D/2014/912 in accordance with the Environmental Planning and Assessment Act 1979.

Residential Accommodation means use as residential accommodation as defined in the Sydney Local Environmental Plan 2012.

Witness (signature):

JEMILLE THERESE KING

HEATHER TURNER

Full Name (printed):

Nigel Simon Givoni
Sole Director/Secretary
Erskin FCP Pty Limited

Req:R282686 /Doc:DL AK265466 /Rev:16-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:1 of 7
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Form: 13PC
Release: 3·0

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act

AK265466S

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** 5/788543

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
112M	THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9811 CAN: 123053P Reference: S116068 - M Ip	PC

(C) **REGISTERED PROPRIETOR**
Of the above land
ERSKIN FCP PTY LIMITED (ACN 127 081 074)

(D) **LESSEE MORTGAGEE or CHARGEE**
Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AI786595	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ABN 11 005 357 522)

(E) **PRESCRIBED AUTHORITY**
Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

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

DATE 2 MARCH 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:
Name of witness: HEATHER TURNER
Address of witness: 456 Kent Street, Sydney

Signature of authorised officer:
Name of authorised officer: Anthony Patrick Lenehan
Position of authorised officer: Director - Legal & Governance The Council Of The City Of Sydney

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

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: ERSKIN FCP PTY LIMITED (ACN 127 081 074)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person:
Office held:

Signature of authorised person:
Name of authorised person: Nigel Simon Givoni
Office held: Sole Director/Secretary

(H) **Consent of the mortgagee**
The mortgagee under mortgage No. AI786595 , 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: HAYLEY AKENOTSZ
Address of witness: 1/48 NORTH ROAD, BRIGHTON VIC 3186

Executed for and on behalf of Australia and New Zealand Banking Group Limited (ABN 11 005 357 522)
~~Signature of mortgagee~~:
under Power of Attorney dated 18/11/2002 and registered in New South Wales Permanent Order Book 4376 No 410:
FULL NAME (PRINTED): DAVID FORAN
Signature:
POSITION: MANAGER

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1111

CT prod by 124E for DP & PC on 19/2/2016

DP1215659

Req:R282686 /Doc:DL AK265466 /Rev:16-Mar-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:2 of 7
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ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 5 IN DEPOSITED PLAN 788543 BETWEEN ERSKIN FCP PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

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

Land means Unit 35-35B, 1A Coulson Street, Erskineville (Folio Identifier: 5/788543).

Owner means the registered proprietor of the Land.

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

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

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

2. COVENANTS

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

(a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(b) not permit any Unauthorised Discharge through the Private Connection;

(c) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;

(d) not permit any Unauthorised Discharge through the Private Connection;

(e) permit the City to disconnect the Private Connection and make good the City's drainage system if any Unauthorised Discharge from the Land is detected;

Witness (signature):

HEATHER TURNER
Full Name (printed):

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

Nigel Simon-Givoni
Sole Director/Secretary
Erskin FCP Pty Limited

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(f) pay for all costs relating to the disconnection(s) and making good;

(g) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;

(h) if a pump-out system is installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure. The Owner must give the City access to the Land from time to time to inspect the notice(s);

(i) release the City from all claims for Damages as a result of:

(i) any blockage of or surcharge or backflow from the City's drainage system;

(ii) the construction of the Private Connection in the Public Way

(iii) the connection of the Private Connection to the City's drainage system; and

(iv) the relocation of the gully pit;

(j) indemnify the City from all Damages suffered or incurred by the City as a result of:

(i) the construction of the Private Connection;

(ii) the connection of the Private Connection to the City's drainage system; or

(iii) any Unauthorised Discharge through the Private Connection;

except to the extent that the City's negligent act or omission contributed to the Damages;

(k) not carry out any excavation works or alterations to the Private Connection and/or the City's drainage system without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

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

Witness (signature):

HEATHER TURNER

Full Name (printed):

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

Nigel Simon Givoni
Sole Director/Secretary
Erskin FCP Pty Limited

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ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 5 IN DEPOSITED PLAN 788543 BETWEEN ERSKIN FCP PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

1. DEFINITIONS

City means The Council of the City of Sydney.

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

Land means Unit 35-35B, 1A Coulson Street, Erskineville (Folio Identifier: 5/788543).

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

Owner means the registered proprietor of the Land.

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

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

2. COVENANTS

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

(a) maintain the orifice of the OSD System at a diameter approved by Sydney Water or the City;

(b) not permit any Unauthorised Discharge from the OSD System to the Public Way;

Witness (signature):

HEATHER TURNER

Full Name (printed):

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

Nigel Simon Givoni
Sole Director/Secretary
Erskin FCP Pty Limited

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(c) regularly inspect, clean and maintain the OSD System;

(d) if a pump-out system installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure;

(e) give the City access to the Land from time to time to inspect the notice(s);

(f) release the City from all claims for Damages as a result of any blockage to the OSD System;

(g) indemnify the City from all Damages suffered or incurred by the City as a result of any discharge from the OSD System to the Public Way except to the extent that the City's negligent act or omission contributed to the Damages;

(h) not carry out any alterations to the OSD System without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit;

3. GENERAL

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

Witness (signature):

HEATHER TURNER

Full Name (printed):

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

Nigel Simon Givoni
Sole Director/Secretary
Erskin FCP Pty Limited

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Filmwith AK265466

sparke HELMORE LAWYERS

26 February 2016

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid Lease from Erskin FCP Pty Limited
Property: 35-35B/1A Coulson Street, Erskineville
Caveat No.: AK188610
Our ref: HEM/AUS096-00643

We act for Ausgrid and on behalf of Ausgrid lodged caveat AK188610 to protect Ausgrid's interest under a Deed of Agreement for Lease.

We are instructed to consent to the registration of:

1 the plan of subdivision prepared by Karl Robertson surveyor (**Surveyor's Reference 140504SUB**) lodged at the LPI as DP1215659 and the accompanying s 88B instrument; and

2 positive covenant in favour of The Council of the City of Sydney.

Caveat AK188610 should remain on the title pending the registration of a lease in favour of Ausgrid.

If you require any additional information please contact our office.

Yours faithfully

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

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24 February 2016

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir/Madam

Consent to Registration of Various Dealings
Property: 35-35B/ 1A Coulson Street, Erskineville

Australia and New Zealand Banking Group Limited (ANZ) consents to the registration of the following dealings:

1. Lease between Erskin FCP Pty Ltd and Ausgrid and for the purpose of an electrical Substation;

2. Positive Covenant between Erskin FCP Pty Ltd and the Council of the City of Sydney; and

ANZ will do all things reasonably necessary to facilitate the registration of the above dealings, including the production of the Certificate of Title at Land and Property Information.

EXECUTED for and on behalf of)
AUSTRALIA AND NEW ZEALAND)
BANKING GROUP LIMITED)
)
ABN 11 005 357 522 under Power of Attorney) .....
dated 18/11/2002, and registered in New South Wales) Signature of Attorney
Permanent Order Book 4376 No 410,)
by DAVID FORAN who certifies that he/she)
is a Manager and that he has not)
received notice of revocation of that Power)
in the presence of:)

.....
Signature of Witness

100 QUEEN ST

MELBOURNE VIC 3000
Address of Witness

Req:R282677 /Doc:DL AK298481 /Rev:07-Apr-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:1 of 7
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Form: 07L
Release: 4·4

LEASE

New South Wales
Real Property Act 1900

AK298481L

Plan fee raised

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.

STAMP DUTY — Office of State Revenue use only

(A) **TORRENS TITLE** — Property leased

100/1215659

Part being the premises shown as 'Substation Premises No. S65262 Ground Level' and marked '(A)' on the plan attached, together with the easements and right of way referred to in clauses 1 and 2 of annexure 'A'.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
654X	M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: 254046	L

(C) **LESSOR** — ERSKIN FCP PTY LIMITED ACN 127 081 074

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

(D) Encumbrances (if applicable): 012F(XAU) AH188610

(E) **LESSEE** — AUSGRID ABN 67 505 337 385

(F) **TENANCY:**

(G)
1. **TERM** 50 years
2. **COMMENCING DATE** 15 March 2016
3. **TERMINATING DATE** 14 March 2066
4. With an **OPTION TO RENEW** for a period of 25 years set out in clause 29 of Memorandum AG823634
5. With an **OPTION TO PURCHASE** set out in clause N.A. of
6. Together with and reserving the **RIGHTS** set out inclause 1 and 2 of Annexure 'A'
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900 No. AG823634
9. The **RENT** is set out in clause No. 5 of Memorandum AG823634

Authorised to amend 15/3/16
Name: Rebecca Mercer

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1309

GP.Pd 124E

Req:R282677 /Doc:DL AK298481 /Rev:07-Apr-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:2 of 7
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DATE 15 March 2016

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

Signature of witness:

Name of witness: DAVID MCLAREN
Address of witness: SUITE 6.06, 50 HOLT ST SURRY HILLS NSW 2010

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

Signature of attorney:

Attorney's name: Chris Roche
Signing on behalf of: Erskin FCP Pty Limited
Power of attorney-Book: 4668
-No.: 466

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

Signature of witness:

Name of witness: Lisa Jane Anderson
Address of witness: 570 GEORGE STREET SYDNEY NSW 2000

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

Signature of attorney:

Attorney's name: Pamela Henderson Joe Pizzinga
Signing on behalf of: Chief Financial Officer
Power of attorney-Book: ~~4641~~ 4693
-No.: ~~639~~ 331
General Manager Customer + Corporate Services

(I) **STATUTORY DECLARATION***

I

solemnly and sincerely declare that—

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

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

Made and subscribed at in the State of New South Wales on

in the presence of of

☐ Justice of the Peace (J.P. Number:) ☐ Practising Solicitor

☐ Other qualified witness *[specify]*

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

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a *[Omit ID No.]*

Signature of witness: Signature of applicant:

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

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

Req:R282677 /Doc:DL AK298481 /Rev:07-Apr-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:3 of 7
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

THIS IS ANNEXURE 'A' REFERRED TO IN THE LEASE BETWEEN ERSKIN FCP PTY LIMITED (ACN 127 081 074) AS LESSOR AND AUSGRID (ABN 67 505 337 385) AS LESSEE

DATED: 15 March 2016

The Lessee shall have the benefit of the following rights:

1. EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY 3.2 WIDE (LIMITED IN STRATUM) over the land shown as '(B)' on the plan annexed and marked 'B', on the terms contained in clauses 18(a) and 18(b) of Memorandum AG823634.

2. EASEMENT FOR ELECTRICITY PURPOSES 3.35 WIDE (LIMITED IN STRATUM) over the land shown as '(C)' on the plan annexed and marked 'B', on the terms contained in clause 18(b) of Memorandum AG823634.

Req:R282677 /Doc:DL AK298481 /Rev:07-Apr-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:4 of 7
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

'A'

LGA : SYDNEY
PARISH : PETERSHAM
COUNTY : CUMBERLAND

GROUND LEVEL PT 2
D P 1205732

279° 46' 30"
28.89

(17.295)

BM DH&W TOP KB
RL 8.49 AHD

140°45'15"
20.64

M.G.A.

(98° 13' 20")

(3.2) (2.8)

20" 13' 20"

(5.6) (B) (5.6) (A) (5.6)

(8" 13' 20")

(3.2) (2.8)

(278° 13' 20")

20"

13'

188°

57.895

101 DP 1215659
(FUTURE PEARL ST)

100
DP 1215659
CT FOLIO IDENTIFIER
100/1215659

(A) LEASE OF SUBSTATION PREMISES
No S65262 GROUND LEVEL.
LEASE PREMISES ARE FULLY ENCLOSED
BY WALLS AND CEILING.

(B) EASEMENT FOR ELECTRICITY PURPOSES
AND RIGHT OF WAY 3.2 WIDE
LIMITED IN DEPTH TO *LEVEL PLANE RL 7.36* AND
LIMITED IN HEIGHT TO *LEVEL PLANE RL 10.55*

102
DP 1215659

KARL G. ROBERTSON
REGISTERED SURVEYOR
LINKER SURVEYING PTY LTD

ORIGIN OF LEVELS SSM 40456 RL 7.525 AHD

DATE	BY	REVISION	ISSUE

Liability limited by a scheme approved under Professional Standards Legislation

PLAN OF SUBSTATION LEASE PREMISES
AND ASSOCIATED EASEMENTS WITHIN
LOT 100 IN DP 1215659
No 72 MACDONALD STREET
ERSKINEVILLE

LINKER SURVEYING
Suite 301, Level 3, 55 Holt Street
Surry Hills NSW 2012
PO Box 1807
Strawberry Hills NSW 2012
t: (02) 9212 4655
f: (02) 9212 5254
email: reception@linkersurveying.com.au
web site: www.linkersurveying.com.au

DATE:	4-2-16
DRAWN:	KR/LG
RATIO:	1:100
REF.:	140504
ISSUE:	2

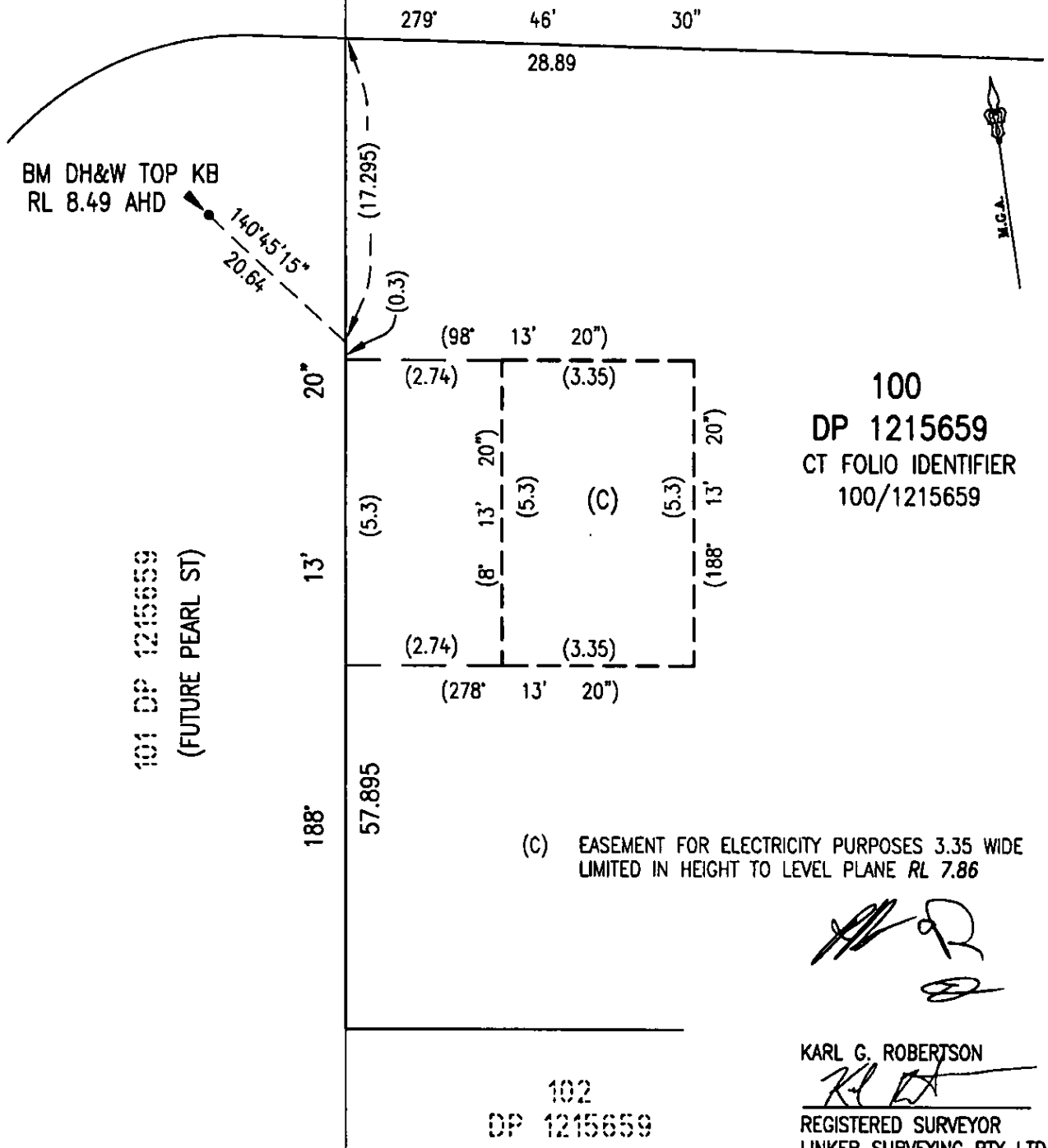
X:\140JOBS\140504 - EVE MCDONALD ST ERSKINEVILLE\SUBSTATION LEASE\140504 LEASE.DWG

Req:R282677 /Doc:DL AK298481 /Rev:07-Apr-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:5 of 7
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

LGA : SYDNEY
PARISH : PETERSHAM
COUNTY : CUMBERLAND

BASEMENT LEVEL PT 2

D P 1205732



(C) EASEMENT FOR ELECTRICITY PURPOSES 3.35 WIDE LIMITED IN HEIGHT TO LEVEL PLANE *RL 7.86*

KARL G. ROBERTSON
REGISTERED SURVEYOR
LINKER SURVEYING PTY LTD

ORIGIN OF LEVELS SSM 40456 RL 7.525 AHD

DATE	BY	REVISION	ISSUE

Liability limited by a scheme approved under Professional Standards Legislation

PLAN OF SUBSTATION LEASE PREMISES AND ASSOCIATED EASEMENTS WITHIN LOT 100 IN DP 1215659
No 72 MACDONALD STREET
ERSKINEVILLE

LINKER SURVEYING
Suite 301, Level 3, 55 Holt Street
Surry Hills NSW 2012
PO Box 1807
Strawberry Hills NSW 2012
t: (02) 9212 4655
f: (02) 9212 5254
email: reception@linkersurveying.com.au
web site: www.linkersurveying.com.au

DATE:	4-2-16
DRAWN:	KR/LG
RATIO:	1:100
REF.:	140504
ISSUE:	2

X:\14JOBS\140504 - EVE MCDONALD ST ERSKINEVILLE\SUBSTATION LEASE\140504 LEASE.DWG

Req:R282677 /Doc:DL AK298481 /Rev:07-Apr-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:6 of 7
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

FILM WITH AK298481

sparke HELMORE LAWYERS

11 February 2016

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid Lease for Substation 65262 from Erskin FCP Pty Limited
Property: Coulson Street, Erskineville
Caveat No: AK188610
Our ref: HEM/AUS096-00643

We act for Ausgrid and on behalf of Ausgrid lodged caveat AK188610 to protect Ausgrid's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a Lease in favour of Ausgrid.

Caveat AK188610 should be removed from the title on registration of the Lease.

If you require any additional information please contact our office.

Yours faithfully

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Req:R282677 /Doc:DL AK298481 /Rev:07-Apr-2016 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:7 of 7
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FILM WITH AK298481

ANZ

24 February 2016

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir/Madam

Consent to Registration of Various Dealings
Property: 35-35B/ 1A Coulson Street, Erskineville

Australia and New Zealand Banking Group Limited (ANZ) consents to the registration of the following dealings:

1. Lease between Erskin FCP Pty Ltd and Ausgrid and for the purpose of an electrical Substation;

2. Positive Covenant between Erskin FCP Pty Ltd and the Council of the City of Sydney; and

ANZ will do all things reasonably necessary to facilitate the registration of the above dealings, including the production of the Certificate of Title at Land and Property Information.

EXECUTED for and on behalf of)
AUSTRALIA AND NEW ZEALAND)
BANKING GROUP LIMITED)
)
ABN 11 005 357 522 under Power of Attorney)
dated 18/11/2002, and registered in New South Wales)
Permanent Order Book 4376 No 410,)
by DAVID FORAN who certifies that he/she)
is a Manager and that he has not)
received notice of revocation of that Power)
in the presence of:)

.....
Signature of Attorney

.....
Signature of Witness

100 QUEEN ST
MELBOURNE VIC 3000
Address of Witness

Req:R282683 /Doc:DL AK089111 /Rev:31-Dec-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:1 of 2
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Form: 01TR
Release: 3·1

TRANSFER
RELEASING EASEMENT
New South Wales
Real Property Act 1900

AK89111N

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.

STAMP DUTY Office of State Revenue use only

Office of State Revenue
NSW Treasury
Client No: 1411509 1272
Duty: 410.- Trans No: 8455419-001
Asst details: 08-12-15

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
5/788543	2/1205732

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
654X	M J ARMSTRONG & CO - GADENS LLP : 131317K Reference: 232626	TR

(C) **EASEMENT**

Number	Nature of Easement
DP788543	As detailed in Annexure A

OFFICE OF STATE REVENUE (N.S.W. TREASURY) 1272 1411509 ALTERATION NOTED

(D) **REGISTERED PROPRIETOR**

Registered proprietor of the dominant tenement
THE COUNCIL ~~FOR~~ OF CITY OF SYDNEY

Rebecca Mercer Solicitor Gadens Lawyers Sydney NSW 2000

Authorised amend. 24/11/15

(E) The transferor acknowledges receipt of the consideration of $ 1.00 and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) **TRANSFEREE**

Registered proprietor of the servient tenement
ERSKIN FCP PTY LIMITED ACN 127 081 074

DATE 20/11/2015

(G) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: LISA MCCLYMONT
Address of witness: CITY OF SYDNEY
456 KENT STREET
SYDNEY NSW 2000

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

Signature of authorised officer:

Authorised officer's name: PATRICIA MONICA BARONE
Authority of officer: CHIEF EXECUTIVE OFFICER.
Signing on behalf of: Transferor

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

Signature of witness:

Name of witness: DAVID MCLAREN
Address of witness: SUITE 6.06, 50 HOLT ST
SURRY HILLS

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

Signature of attorney:

Attorney's name: Chris Roche
Signing on behalf of: Transferee
Power of attorney-Book: 4668
-No.: 466

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

2/1205732 Prod 11 2M

Req:R282683 /Doc:DL AK089111 /Rev:31-Dec-2015 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:2 of 2
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

'A'

THIS IS THE ANNEXURE REFERRED TO IN THE TRANSFER RELEASING EASEMENT BETWEEN:
Transferor: THE COUNCIL OF CITY OF SYDNEY
Transferee: ERSKIN FCP PTY LIMITED ACN 127 081 074
Dated: 20/11/2015

(C) EASEMENT

Number	Nature of Easement
DP788543	Right of Carriageway and Easement for Services 1.23 wide and variable width shown as (E) on the plan.
DP788543	Right of Carriageway and Easement for Services 8 wide shown as (W) on the plan.

Req:R282691 /Doc:DL AN318785 /Rev:11-May-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:1 of 3
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Form: 01TR
Licence: 05-11-649
Licensee: Softdocs
Holman Fenwick Willan

TRANSFER RELEASING EASEMENT

New South Wales
Real Property Act 1900

AN318785J

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.

STAMP DUTY — Office of State Revenue use only

Office of State Revenue (NSW)
Client No: 136378671 4602
Duty: $10.00 Trans No: 92[illegible]137-001
Asst details: Transfer of real property

(A) **TORRENS TITLE**

Servient Tenement (land burdened)	Dominant Tenement (land benefited)
CP/SP93105	1/1233713; 3/1233713, 4/1233713, 5/1233713, 6/1233713 and 7/1233713

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
273L	InfoTrack Pty Ltd GPO Box 4029 Sydney NSW 2001 Ph: 02 8203 7600 LLPN: 124725J Reference (optional): HFW 46343850	TR

(C) **EASEMENT**

Number	Nature of Easement
DP788543 ✓	Right of Carriageway and Easement for Services 8m wide shown (W) on the plan

(D) **TRANSFEROR**

Registered proprietor of the dominant tenement
B1 SHIYING ASHMORE PTY LTD (ACN 606 949 124)

(E) The transferor acknowledges receipt of the consideration of $ 1.00 and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) **TRANSFEREE**

Registered proprietor of the servient tenement (ABN 17 665 918 225)
THE OWNERS - STRATA PLAN NO. 93105 ^ / KD

DATE 16 / 2 / 18

7.5.18 Kathryn Donnelly authorised to make this amendment KD

(G) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: B1 SHIYING ASHMORE PTY LTD (ACN 606 949 124)
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: ANNE BI
Office held: Director

Signature of authorised person:
Name of authorised person: CHRIS FUNG
Office held: Secretary

See Page 2, Annexure A for Transferee execution.

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

Req:R282691 /Doc:DL AN318785 /Rev:11-May-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:2 of 3
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

"A"

THIS IS THE ANNEXURE REFERRED TO IN THE TRANSFER RELEASING EASEMENT BETWEEN:

TRANSFEROR: B1 SHIYING ASHMORE PTY LTD (ACN 606 949 124)

TRANSFEREE: THE OWNERS – STRATA PLAN NO. 93105

DATED: 16 February 2018

APPROVED FORM 23

The seal of The Owners – Strata Plan No 93105 was affixed on 13/02/2018 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature

RONA MAK

Name

STRATA MANAGING AGENT

Authority

Signature

Name

Authority

Req:R282691 /Doc:DL AN318785 /Rev:11-May-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:3 of 3
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Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 30/01/2018 it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and section 88B instrument with this certificate.

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

The seal of The Owners - Strata Plan No 93105 was affixed on 13/02/2018 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: FIONA MAK Authority: STRATA MANAGING AGENT

Signature: ..... Name: ..... Authority: .....

THE OWNERS STRATA PLAN 93105
Common Seal

Req:R282694 /Doc:DL AN486070 /Rev:08-Aug-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:1 of 5
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Form: 01TR
Licence: 05-11-649
Licensee: Softdocs
Holman Fenwick Willan

TRANSFER RELEASING EASEMENT

New South Wales
Real Property Act 1900

AN486070L

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.

STAMP DUTY — Office of State Revenue use only

Office of State Revenue (NSW)
Client No: 136378671 4602
Duty: $10 Trans No: 93540SO-001
Asst details: Transfer of real property

(A) **TORRENS TITLE**

Servient Tenement (land burdened)	Dominant Tenement (land benefited)
CP/SP93105	101/1226931

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	HFW Australia Level 3A, 1 Bligh Street, SYDNEY NSW 2000 9320 4653 Reference (optional): 76664-4	TR

(C) **EASEMENT**

Number	Nature of Easement
DP788543	SEE ANNEXURE A

(D) **TRANSFEROR**

Registered proprietor of the dominant tenement
B1 SHIYING ASHMORE PTY LTD (ACN 606 949 124)

(E) The transferor acknowledges receipt of the consideration of $ 1.00 and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) **TRANSFEREE**

Registered proprietor of the servient tenement
THE OWNERS - STRATA PLAN NO. 93105 ✓KO

DATE 21 / 2 / 2018

(G) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Company: B1 SHIYING ASHMORE PTY LTD (ACN 606 949 124)
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: ANNE B.
Office held: Director

Signature of authorised person:
Name of authorised person: CHRIS FUNG
Office held: Secretary

See page 2, Annexure A for Transferee execution

RELODGED
- 2 AUG 2018
TIME: 6.00

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Number additional pages sequentially

Req:R282694 /Doc:DL AN486070 /Rev:08-Aug-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:2 of 5
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

"A"

THIS IS THE ANNEXURE REFERRED TO IN THE TRANSFER RELEASING EASEMENT BETWEEN:

TRANSFEROR: B1 SHIYING ASHMORE PTY LTD (ACN 606 949 124)

TRANSFEREE: THE OWNERS – STRATA PLAN NO. 93105

DATED: 21 February 2018

(C) EASEMENT

Number	Nature of Easement
~~DP788543~~	~~Right of Carriageway and Easement for Services 3 metres wide as shown (R) on the plan~~
DP788543	Right of Carriageway and Easement for Services 8 metres wide as shown (W) on the plan

I, ANNA FAZZINI am authorised to make this amendment
Signature: [signature]
Date: 24.7.2018
Initial: AF

APPROVED FORM 23

The seal of The Owners - Strata Plan No 93105 was affixed on 21/02/2018 in the presence of the following person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

THE OWNERS STRATA PLAN 93105 Common Seal

Signature: [signature]
Name: Fiona Nick
Authority: Strata Managing Agent

Signature: [signature]
Name: Anne B1
Authority:

Req:R282694 /Doc:DL AN486070 /Rev:08-Aug-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:3 of 5
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Approved Form 14

Certificate of Owners Corporation

Creating a benefit or releasing a burden

The owners corporation certifies that on 30/01/2018 it passed an ordinary resolution, pursuant to section 34(2) *Strata Schemes Development Act 2015*, accepting the dealing or plan and section 88B instrument with this certificate.

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

The seal of The Owners - Strata Plan No 93105 was affixed on 21/02/2018 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: Fiona Nak Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

THE OWNERS STRATA PLAN 93105 Common Seal

Req:R282694 /Doc:DL AN486070 /Rev:08-Aug-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:4 of 5
© Office of the Registrar-General /Src:SAIGLOBAL /Ref:

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 30/01/2018 , it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

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

The seal of The Owners - Strata Plan No 95991 was affixed on ^ 21/02/2018 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: Fiona Neal Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

THE OWNERS STRATA PLAN 95105
Common Seal

Req:R282694 /Doc:DL AN486070 /Rev:08-Aug-2018 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:5 of 5
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Annexure B to TRANSFER RELEASING EASEMENT

Parties: From B1 Shiying Ashmore Pty Ltd (ACN 606 949 124) to The Owners - Strata Plan No. 93105

Dated: 21 / 2 / 2018

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

Signature of witness: [signature]

Name of witness: Antonia Schembri
Address of witness: Level 9, 201 Sussex St, SYDNEY NSW 2000

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

Signature of attorney: [signature]

Attorney's name: ANDREW ALLEN
Signing on behalf of: RELATIONSHIP EXECUTIVE Commonwealth Bank of Australia ACN: 123 123 124
Power of attorney Book: 4548 No: 494

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

Req:R282693 /Doc:DL AP332491 /Rev:18-Jul-2019 /NSW LRS /Prt:20-Nov-2019 13:15 /Seq:1 of 7
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Form: 20ECE
Licence: 07-03-832
Licensee: Softdocs
HFW Australia

CANCELLATION OR EXTINGUISHMENT OF EASEMEI

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

AP332491W

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 (land burdened)		Dominant Tenement (land benefited)
(T)	CP/SP97158, 101/1240458, 102/1240458,		CP/SP95991
(V)	2/788543 (residue being road), 2/1182872 (residue being road), CP/SP89915, 2/1205732,		
(W)	CP/SP93105, 1/1218576 and 2/1218576		
(B) EASEMENT CANCELLED/ EXTINGUISHED	Number of Easement	Nature of Easement	
	DP788543	SEE ANNEXURE A	
(C) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
D734833D Multiple instrument fee	273L	273 L INFOTRACK PTY LTD LLPN: 124725.1 Reference (optional): 58394974 HFW	EC
(D) APPLICANT	THE OWNERS - STRATA PLAN NO. 95991		

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

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

EXTINGUISHMENT **Section 89(8) Conveyancing Act 1919** *NOT APPLICABLE*

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

DATE 21 / 03 / 2019

(F) See execution on page 3 of Annexure B. See execution on page 3 of Annexure B.

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

Req:R282693 /Doc:DL AP332491 /Rev:18-Jul-2019 /NSW LRS /Prt:20-Nov-2019 13:15 /Seq:2 of 7
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Annexure A to **CANCELLATION OF EASEMENT**

Parties: **THE OWNERS – STRATA PLAN NO. 95991**

Date: 21/03/2019

(B) EASEMENT

Number	Nature of Easement
DP788543	Right of carriageway and easement for services 9 wide and variable width as shown as (T) on the plan.
DP788543	Right of carriageway and easement for services 8 wide and variable as shown as (V) on the plan.
DP788543	Right of carriageway and easement for services 8 wide as shown as (W) on the plan.

Req:R282693 /Doc:DL AP332491 /Rev:18-Jul-2019 /NSW LRS /Prt:20-Nov-2019 13:15 /Seq:3 of 7
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Annexure B to **CANCELLATION OF EASEMENT**

Parties: **THE OWNERS – STRATA PLAN NO. 95991**

Date: 21/03/2019

Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 95991 was affixed on ^ 21/03/19 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: Dianne Copping Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

THE OWNERS OF STRATA PLAN No 95991 Common Seal

Approved Form 13

Certificate of Owners Corporation Special Resolution

The owners corporation certifies that on ^ 21/03/19 , it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

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

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

I am authorised to make this Amendment
Signed:
Dated: 12/3/19

The seal of The Owners - Strata Plan No ~~97150~~ 95991 was affixed on ^ 21/03/19 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: Dianne Copping Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

THE OWNERS OF STRATA PLAN No 95991 Common Seal

Req:R282693 /Doc:DL AP332491 /Rev:18-Jul-2019 /NSW LRS /Prt:20-Nov-2019 13:15 /Seq:4 of 7
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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 ~~97458~~ 95991 was affixed on ^ 21/03/19 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: Dianne Cipping Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

* Strike through if inapplicable.

THE OWNERS OF STRATA PLAN NO 95991
Common Seal

Req:R282693 /Doc:DL AP332491 /Rev:18-Jul-2019 /NSW LRS /Prt:20-Nov-2019 13:15 /Seq:5 of 7
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ANNEXURE C

sparke HELMORE LAWYERS

17 May 2019

The Registrar General
NSW Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) lease of the premises designated (A) in Deposited Plan 1236015 from The Owners – Strata Plan No.95991
Property: 7 Metters Street, Erskineville (Common Property in SP95991)
Registered Lease No.: AN100073
Our ref: HEM/AUS096-02049

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising these partnerships are set out in the annexure together with a **copy** of our letter to the LPI dated 13 September 2017 which has been accepted by LPI Legal providing our authority to issue consents on behalf of ADMHC, AAP and AOP.

We are instructed by AAP and AOP to consent to the registration of cancellation or extinguishment of easement in relation to the following easements on DP788543:

(a) (T) "Right of carriageway and easement for services 9 wide and variable width";

(b) (V) "Right of carriageway and easement for services 8 wide and variable"; and

(c) (W) "Right of carriageway and easement for services 9 wide",

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Contact:
Sidney Landis, Lawyer
t: +61 2 4924 7202
e: sidney.landis@sparke.com.au

Encl.

Req:R282693 /Doc:DL AP332491 /Rev:18-Jul-2019 /NSW LRS /Prt:20-Nov-2019 13:15 /Seq:6 of 7
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Annexure to Lessee Consent

Dealing AK971351

The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

(a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;

(b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;

(c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;

(d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and

(e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

Dealing AK971352

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

(a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

(b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

(c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

(d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.

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sparke HELMORE LAWYERS

13 September 2017

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

COPY

Dear Sir/Madam

Leasehold interests of ADMHC
LPI consent to dealings
Our ref: HEM/AUS096-01476

As you are aware we act for Ausgrid Asset Partnership ABN 48 622 605 493 (**AAP**) and Ausgrid Operator Partnership ABN 78 508 211 731 (**AOP**).

As you are also aware ADMHC leases the Network Land to AAP pursuant to registered lease AK 971351 (**Head Lease**) which in turn subleases that Network Land to AOP pursuant to registered Lease 971352 (**Sublease**).

AAP has broad powers in relation to Network Leased Land pursuant to clause 2.3 of the Head Lease.

Relying on those powers and in particular the authority given to it pursuant to clause 2.3(c) of the Head Lease, AAP is entitled to exercise or procure the exercise of any of the rights of ADMHC under the Head Lease except to the extent the exercise of those rights are not permissible under the Head Lease.

The granting of consents to LPI dealings by AAP on behalf of ADMHC where ADMHC holds a registered interest in land is a permissible right under the Head Lease.

In those circumstances AAP requests that LPI's practice for obtaining the consent of the registered lessee both where ADMHC is now shown on the register as the lessee and where a lease to Ausgrid or a predecessor in title now records ADMHC as lessee pursuant to a change of name after 1 December 2016, is to obtain a single consent letter from AAP or from AAP's solicitor.

If you wish to discuss this issue further before determining the issue please contact Helen Murray in this office.

Yours faithfully

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

cc: Ms J Smith, General Counsel, Ausgrid

Req:R282682 /Doc:DL S065262 /Rev:17-May-2011 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:14 /Seq:1 of 3
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1/10/79

S065262 M.P.D.

NEW SOUTH WALES '80 SEP 12 AM $ =05.00 STAMP DUTY

MORTGAGE

REAL PROPERTY ACT, 1900
(To be lodged in duplicate)

M

OFFICE USE ONLY

B 1221 373

$ 21.

D

DESCRIPTION OF LAND

TORRENS TITLE REFERENCE	If part only, delete WHOLE and give details	LOCATION
Volume 13553 Folio 47	WHOLE	County Raleigh Parish South Bellingen

MORTGAGOR Full name, address and occupation

FGL JL

Jacques ~~GIACOMO~~ Lazzaroni Chef , of Crown St Bellingen and Francoise Gabrielle Lazzaroni his wife.

OFFICE USE ONLY N

(hereinafter called the MORTGAGOR) in consideration of certain advances and accommodation granted or to be granted at the request of the Mortgagor to Giacomo Lazzaroni and Francoise Gabrielle Lazzaroni aforesaid.

When Mortgagor and Debtor are the same describe Debtor as aforesaid

.....(hereinafter called the DEBTOR) by

MORTGAGEE

COMMONWEALTH TRADING BANK OF AUSTRALIA

OFFICE USE ONLY M 1

the MORTGAGEE (hereinafter called the Bank) for the purpose of securing to the Bank the payment of all moneys mentioned in the Memorandum filed in the Registrar General's Office as Number R356325 Hereby Mortgages to the Bank all the estate and interest of the Mortgagor in the land above described (which land is hereinafter referred to as the mortgaged premises) subject to the following PRIOR ENCUMBRANCES

PRIOR ENCUMBRANCES Registered Number only FGL JL

1. R 463841 2.

3. 4.

TO BE COMPLETED BY LODGING PARTY

LODGED BY COMMONWEALTH TRADING BANK OF AUSTRALIA
Cnr. Martin Place and Pitt Street
Sydney 2000 N.S.W.
Phone 238 3155
DX No. 1020 Sydney

Delivery Box Number 245

LOCATION OF DOCUMENTS

CT	OTHER	
		Herewith.
		In R.G.O. with.....
		Produced by.....

OFFICE USE ONLY

Extra fee	Checked by	REGISTERED 22-10-1980
	RJ	Registrar General

L P

RJ

And for the consideration aforesaid the Mortgagor and the Debtor hereby covenant with the Bank as follows:—

1. The Mortgagor and the Debtor will observe the provisions set forth in the Memorandum filed in the Registrar General's Office as Number R356325 which provisions are deemed to be incorporated herein.

Use this space or an annexure sheet, as appropriate, for any alterations or additional covenants. Rule through any remaining blank space.

DATE OF MORTGAGE 15TH AUGUST 1980

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION

(a) To be signed by an authorised officer only.

Signed in my presence on behalf of

COMMONWEALTH TRADING BANK OF AUSTRALIA

by JOHN WILLIAM DIMENTO

who is personally known to me

.....
Signature of Witness

COMMONWEALTH TRADING BANK
OF AUSTRALIA
BRANCH SECURITIES
PITT STREET & MARTIN PLACE
SYDNEY. PHONE 238-3155
D.X. 1020 SYDNEY

.....
Name of Witness (BLOCK LETTERS)

Bank Officer: Cnr. Martin Place and Pitt Street, Sydney

For and on behalf of
COMMONWEALTH TRADING BANK
OF AUSTRALIA

.....
(a) Mortgagee

(b) In Australia, to be executed in the presence of an adult witness *who is not a party* to the mortgage. If executed outside Australia, refer to Point of Control.

(b) Signed in my presence by the Mortgagor who is personally known to me

.....
Signature of Witness

Royce Benjamin John Schirmer
R B J Schirmer

.....
Name of Witness (BLOCK LETTERS)

Hyde St Bellingen , Bank Manager

.....
Address and Occupation of Witness

.....
(c) Signature of Mortgagor / DEBTOR

(c) When Mortgagor and Debtor are the same amend to read Mortgagor and Debtor. Only one execution is necessary.

(b) Signed in my presence by the Mortgagor who is personally known to me

.....
Signature of Witness

Royce Benjamin John Schirmer
R B J Schirmer

.....
Name of Witness (BLOCK LETTERS)

Hyde St Bellingen , Bank Manager

.....
Address and Occupation of Witness

.....
(c) Signature of Mortgagor / DEBTOR

Signed in my presence by the Debtor

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Occupation of Witness

.....
Signature of Debtor

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DIRECTION: PROP

No. OF NAMES:

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) J	(E) NAME AND DESCRIPTION

SECOND SCHEDULE OTHER DIRECTIONS

(F) FOLIO IDENTIFIER (or Regd. Dealing and Folio Identifier)	(G) DIRECTION	(H) NOT FN TYPE	(J) DEALING NUMBER	(K) DETAILS

Bell Press, Printers, Rockdale, 1979

Req:R282692 /Doc:DL AM851265 /Rev:02-Nov-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:1 of 80
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Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AM851265L

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

(A) **TORRENS TITLE**

For the common property
Folio Identifier CP/SP93105

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Strata Specialist Lawyers Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001 Reference: CC:20170361:93105	CH

(C) The Owners-Strata Plan No. 93105 certify that a special resolution was passed on 27/7/2017

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. 1 to 27
Added by-law No. 1 to 26
Amended by-law No.
as fully set out below:
See Annexure "A"

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"

(G) The seal of The Owners-Strata Plan No. 93105 was affixed on 3/10/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: FIONA MAK
Authority: STRATA MANAGING AGENT

Signature:
Name:
Authority:

THE OWNERS STRATA PLAN 93105
Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Req:R282692 /Doc:DL AM851265 /Rev:02-Nov-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:2 of 80
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STRATA SCHEME NO 93105
ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

REPEAL BY-LAWS Nos. 1 to 27

ADD BY-LAWS Nos. 1 to 26 AS PROVIDED BELOW

1. Definitions and interpretation

1.1 Statutory definitions

In this instrument, unless the context clearly indicates otherwise, a word or expression has the meaning given to it in the Strata Management Act if it is:

(a) defined in that act; and

(b) used but not defined in this instrument.

1.2 Further definitions

The meanings of the terms used in this instrument are set out below.

Term	Meaning
Advertising	any sign, placard, banner, notice or other marketing material.
Affected Common Property	the meaning given to that term in by-law 17.
Affected Common Property Bollard Area	the meaning given to that term in by-law 2.4.
Authority	any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
Building	the land and improvements on the land (including the building known as Eve) the subject of the Strata Scheme.
Building Management	

This is page 2 of a total of 79 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 93105 was affixed on the 3rd day of October 2017 in the presence of:

Names: FIONA MAK
Signatures
.....

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

THE OWNERS STRATA PLAN 93105 Common Seal

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Agreement	is an agreement to appoint a Building Manager in accordance with Section 67 of the Strata Management Act.
Building Manager	is the person so defined in the Strata Management Act, which as at the date of registration of these by-laws is a person who assists in exercising any one or more of the following functions of the Owners Corporation: 1 Managing Common Property; 2 Controlling the use of Common Property by persons other than the Owners and Occupiers of Lots; 3 Maintaining and repairing Common Property. However, a person is not a building manager if the person exercises those functions only on a voluntary or casual basis or as a member of the Strata Committee.
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney.
Common Property	the common property in the Strata Scheme, including the Rooftop Sky Garden and the Ground Floor Gardens.
Council	the Council of the City of Sydney.
Data	the data captured through telemetry or other electronic, manual or mechanical means from utility meters or other building services systems relating to: 1 any private or state utility or Authority providing utilities or services including electricity. thermal energies. recycled water supply. potable water supply and gas; and

This is page 3 of a total of 79 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 93105 was affixed on the 3rd day of October 2017 in the presence of:

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

Req:R282692 /Doc:DL AM851265 /Rev:02-Nov-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:4 of 80
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	2 any building services or facility including non-potable water and photovoltaic cells.
Development Act	the *Strata Schemes Development Act 2015* (NSW).
Development Consent	development consent number D/2014/912 issued by the Council or any modification of that consent.
Excluded Dog	any dog: 1 declared by an authorised officer of a council under the *Companion Animals Act 1998* (NSW) (or the regulations passed under that Act) to be a restricted dog; and 2 any dog prohibited from importation into Australia by the Commonwealth Government or by or under the *Customs Act* 1901 (Cth).
Invitee	any person in the Building with the express or implied consent of the Owner or Occupier.
Lot	a lot in the Strata Plan.
Maintain	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.
Major Building Work	an owner's work which affects the common property for the following purposes: 1 Structural changes; 2 Changes to the external appearance of a lot, including the installation of an external access ramp; 3 Waterproofing; 4 Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);

This is page 4 of a total of 79 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 93105 was affixed on the 3rd day of October 2017 in the presence of:

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

Req:R282692 /Doc:DL AM851265 /Rev:02-Nov-2017 /NSW LRS /Pgs:ALL /Prt:20-Nov-2019 13:15 /Seq:5 of 80
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5 Work that is not cosmetic work as defined in the Strata Management Act or a Minor Renovation;

6 Work changing the plumbing or exhaust system servicing a Lot;

7 Work changing the walls between any two Lots.

Make Good the obligation of an Owner to make good:

1 the Affected Common Property; and

2 the Affected Common Property Bollard Area,

to the reasonable satisfaction of the Owners Corporation. For the avoidance of doubt, this includes restoring the concrete slab to its original condition as at the date prior to the installation of the bollard.

Minor Renovation has the same meaning as provided in section 110 of the Strata Management Act, which as at the date of registration of these by-laws includes:

1 Renovating a kitchen.

2 Changing recessed light fittings.

3 Installing or replacing wood or other hard floors.

4 Installing or replacing wiring or cabling or power or access points.

5 Work involving reconfiguring walls.

6 Removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.

7 Installing a rainwater tank.

8 Installing a clothesline.

This is page 5 of a total of 79 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 93105 was affixed on the 3rd day of October 2017 in the presence of:

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

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	9 Installing a reverse cycle split system air conditioner.
	10 Installing double or triple glazed windows.
	11 Installing a heat pump.
	12 Installing ceiling insulation.
Occupier	1 a lessee;
	2 a licensee; or
	3 other person, not being an Owner, lessee or licensee that is in lawful occupation,
	of a Lot.
Owner	1 a person registered or entitled to be registered as proprietor;
	2 a mortgagee in possession; or
	3 a covenant chargee in possession, of a Lot.
Owners Corporation	the owners corporation created upon registration of the Strata Plan.
Refurbish	includes but is not limited to any of the following:
	1 the treatment of Common Property by painting, staining or polishing, as applicable or otherwise;
	2 the replacement of any floor covering in the Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and
	3 the replacement of loose furnishings and chattels which are worn or damaged and in need of replacement.

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Rooftop Sky Garden	the rooftop area and all facilities installed in it which is located on the roof of the Building and which forms part of the Common Property including the garden areas, seating (pod areas) and barbeque area.
Rules	the meaning given to that term in by-law 19.1.
Security Key	a key, card, fob, proximity reader or other device used to open and close doors, gates and other means of regulating ingress and egress into and out of the Building.
Selling and Leasing Activities	the activities relating to the sale, including sale by auction, and leasing of Lots.
Strata Committee	the meaning given to that term in the Strata Management Act.
Strata Management Act	the *Strata Schemes Management Act 2015* (NSW).
Strata Manager	a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
Strata Plan	the strata plan with which this instrument is registered.
Strata Scheme	the strata scheme created on registration of the Strata Plan with which this instrument is registered.
Vehicle	any passenger vehicle that has a height no greater than 2.1 metres which can be parked wholly within an Australian Standards compliant car space, including a car, utility, motorbike, boat, and bicycle and also includes any trailer related to the relevant vehicle.

1.3 Interpretation

In this instrument unless the context clearly indicates otherwise;

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(a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, Authority, the Crown, an owners corporation and any other organisation or legal entity;

(b) a reference to a natural person includes their personal representatives, successors and assigns;

(c) a reference to a corporation includes its successors and assigns;

(d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority,

(e) 'including' and 'includes' are not words of limitation;

(f) the words 'at any time' mean 'at any time and from time to time';

(g) the word 'vary' includes 'add to, delete from and cancel';

(h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(i) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this instrument;

(j) a reference to a document is a reference to a document of any kind, including a plan;

(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa;

(q) words importing one gender include all other genders;

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(r) a reference to a thing includes each part of that thing; and

(s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4 Headings and index

By-law headings and the index are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

(a) Any notice, demand, approval, request or communication under this instrument must be in writing.

(b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument or under the Strata Management Act (to the extent permitted by the Strata Management Act) by email or other electronic means of communication.

1.6 Consents by the Owners Corporation

(a) Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.

(b) The Owners Corporation may revoke its consent (acting reasonably) at its option.

(c) The operation of this by-law 1.6 is subject to specific rights under any other by-law.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.

2 Use of Lot

2.1 Residential use

(a) Each Owner and Occupier will comply with the conditions in the Development Consent including conditions relating to the use of a Lot by the relevant Owner and Occupier.

(b) An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums

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for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

(c) Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of their Lot. Any change of use of a Lot must comply with the Development Consent and be approved in writing by the Owners Corporation, the Council, where applicable, and any other relevant Authority.

2.2 Restrictions on leasing and occupancy generally

An Owner or Occupier must not:

(a) enter into a lease or other occupancy arrangement in respect of a Lot, where that lease or occupancy arrangement has a term of less than 3 months;

(b) permit the Owners Corporation or an agent to advertise or organise for short term accommodation in the Building;

(c) permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:

(i) 6 persons, in the case of a Lot with 3 or more bedrooms;

(ii) 4 persons, in the case of a Lot with 2 bedrooms; or

(iii) 2 persons, in the case of a Lot with 1 bedroom; or

(d) permit more than 2 persons (excluding children) to occupy any bedroom;

(e) permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom;

(f) use the Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the Environmental Planning & Assessment Act 1979 (NSW);

(g) conduct within the Building, or allow the conduct within the Building of, a business or commercial activity that involves the provision to an Occupier of the Lot of cleaning or laundry services or the supply of furniture or laundry for use by the Occupier;

(h) use or permit the use of a Lot or any part of the Common Property for any business or commercial activity of any kind, except where being used as a home office if permitted pursuant to the Owners Corporation's lease of the Lot; or

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(i) advertise that the Lot is available for a purpose or is available for use in a manner proscribed by this by-law.

2.3 Use of car parking area

If the Lot comprises an area for car parking, that area must be used only for the purpose of parking a Vehicle related to residence in that Lot and must not be used as an area for storage of any other items.

2.4 No enclosing car parking

(a) Subject to by-law 2.4(b), by-law 2.4(c) and by-law 2.4(d) and the approval of the Strata Committee or Owners Corporation, an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area.

(b) An Owner or person authorised by an Owner may erect or install bollards of a type prescribed by the Strata Committee or Owners Corporation around or within the boundary of a car parking area comprising the relevant part of the Owner's Lot. The relevant Owner or Occupier must maintain that bollard to the reasonable satisfaction of the Owners Corporation.

(c) If the installation of the bollard by the Owner or person authorised by the Owner referred to in by-law 2.4(b) penetrates, affects or alters the Common Property (**Affected Common Property Bollard Area**) in any way, then the Owner must Make Good the Affected Common Property Bollard Area if the relevant Owner or Occupier removes the bollard from the Affected Common Property Bollard Area at any time.

2.5 Disabled car parking

The Development Consent includes a condition regarding disabled car spaces with which Owners, Occupiers and the Owners Corporation must comply.

2.6 No leasing etc

(a) An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing within the building.

(b) By-law 2.6(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority.

3 Standing and parking vehicles

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3.1 On Common Property

An Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) on Common Property except with the prior approval of the Owners Corporation. A Vehicle parked or standing contrary to this by-law may be removed by the Owners Corporation at the cost of the Owner or Occupier and impounded until such costs are paid. Any costs incurred by the Owners Corporation in accordance with this by-law 3.1 may be recoverable from the owner as a debt due and payable to the Owners Corporation.

3.2 Visitor and disability parking and Invitees

(a) Without limiting by-law 3.1, an Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) in any visitor parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Building.

(b) An Invitee of an Owner or Occupier:

(1) may stand or park any Vehicle in any visitor parking space that comprises Common Property for a period of not greater than 8 hours in any 24 hour period, and limited to a maximum of 7 consecutive days;

(2) must not stand or park any Vehicle (including shopping buggies or other motorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within, subject to by-law 3.2(b)(1), the Building;

3.3 Car Share schemes

It is a requirement of the Development Consent that car share spaces must:

(a) be offered to the car share operator at no cost to the care share operator; and

(b) be retained by the Owners Corporation for this purpose and must not be sold or leased to any individual owner or occupier nor use granted to any individual or occupier by any other means.

Any arrangement or contract with a car share scheme operator may provide for the placement of directional signage on the Common Property, for example in the basement and on the external facade of the Building, as agreed between the parties to any such arrangement or contract.

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3.4 Bicycles

An Owner or Occupier must not permit any bicycle to be brought into any part of the Common Property including the foyers, lifts, 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 where the bicycle is being directly transported for the purpose of being stored within:

(a) an Owner or Occupier's Lot or any storage space or car parking area affiliated with such Lot; or

(b) any area allocated for Invitees to the Building to store or park their bicycles.

3.5 Power sources

(a) An Owner or Occupier has the right to use any power source located within a Lot provided that the power source is separately metered and that the meter is connected to the electricity meter for the relevant Lot.

(b) The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of by-law 3.5(a).

4 Obstruction of Common Property

An Owner or Occupier must not obstruct or allow the obstruction of the legal use of Common Property by any person except on a temporary and non-recurring basis.

5 Plants on Common Property

An Owner or Occupier must not, except with the prior approval of the Owners Corporation:

(a) damage any tree, shrub, plant or flower on Common Property; or

(b) use any portion of the Common Property for their own purposes as a garden.

6 Damage to Common Property

6.1 Not to cause damage

(a) An Owner or Occupier must use all reasonable endeavours to ensure that any article within or that forms part of the Common Property is used only for its intended use.

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(b) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Strata Committee or Owners Corporation.

(c) An Owner or Occupier must immediately inform the Owners Corporation upon becoming aware of any material damage or a significant accident in the Premises or in the Common Property.

(d) An Owner or Occupier must immediately clean, repair or replace any damage or disturbance caused by that Owner or Occupier or their respective Invitees, whether directly or indirectly, to any Common Property or a Lot (other than a Lot owned by that Owner or Occupier) as a result of their action, inaction, omission or negligence.

(e) The Owners Corporation is entitled to effect any cleaning, repair or replacement that an Owner, Occupier or Invitee fails or refuses to carry out in accordance with by-law 6.1(d) within a reasonable time and to recover that cost (and ancillary recovery costs) as a debt under section 86 of the Strata Management Act.

(f) For the avoidance of doubt, if the Owners Corporation cannot recover the debt referred to in by-law 6.1(e) against an Occupier or Invitee of a Lot, that debt will be recoverable against the Owner of the relevant Lot.

6.2 No additions to Common Property

An approval given by the Strata Committee or Owners Corporation under by-law 6.1 cannot authorise any additions to Common Property.

6.3 No removal of items from Common Property

An Owner or Occupier must not, without the prior written approval of the Strata Committee or Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

6.4 Security, decorations, painting etc.

Subject to by-laws 6.5, 15, and 17, this by-law 6 does not prevent an Owner or person authorised by an Owner from:

(a) installing any locking or other safety device (including peepholes) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(b) installing any structure or device to prevent harm to children within the Owner's Lot;

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(c) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot;

(d) painting, staining or polishing, as applicable, the internal surfaces of the walls in the Owner's Lot; or

(e) installing any window safety device in accordance with section 118 of the Strata Management Act.

6.5 Owner to maintain

Despite section 106 of the Strata Management Act, the Owner of a Lot must:

(a) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 6.4 that forms part of Common Property and that services that Lot; and

(b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 6.4 that forms part of Common Property and that services that Lot.

6.6 Operation of by-law

The operation of this by-law 6 is subject to specific rights under any other by-law.

7 Behaviour of Owners and Occupiers

7.1 Noise

An Owner or Occupier must not, and must ensure that their Invitee must not, create any noise likely to interfere with the peaceful enjoyment of any part of the Building by another Owner or Occupier or any person lawfully in the Building.

7.2 No offensive behaviour

While within the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to:

(a) cause offence or embarrassment to another Owner or Occupier or to any other person lawfully in the Building; or

(b) detrimentally affect the amenity of the neighbourhood surrounding the Building.

7.3 No illegal or immoral purpose

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An Owner or Occupier must not do anything, or use the Lot for any purpose, that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

7.4 No smoking

An Owner or Occupier must not; and must ensure that their Invitee must not:

(a) smoke tobacco or any other substance while on Common Property; and

(b) cause or allow smoke from tobacco or any other substance to enter the Common Property or another Lot.

7.5 No skateboards etc.

An Owner or Occupier on Common Property must not use or ride a skateboard, roller blades or any other similar means of transport.

7.6 Children

An Owner or Occupier 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 lift, car parking area or other area of possible danger or hazard to children. However a child can play on Common Property outside the Building if accompanied by an adult exercising effective control.

7.7 Lifts

An Owner or Occupier must:

(a) not allow children to operate any lifts;

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee or Owners Corporation; 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.

7.8 Rooftop Sky Garden

(a) Subject to all other by-laws in this instrument, an Owner or Occupier must:

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(1) use the Rooftop Sky Garden only during the hours between 6.00am and 10.00pm daily or the hours as otherwise determined by the Strata Committee or Owners Corporation in its absolute discretion;

(2) promptly notify the Building Manager of any damaged or malfunctioning equipment in the Rooftop Sky Garden;

(3) accompany its Invitees at all times in the Rooftop Sky Garden;

(4) ensure that it and all its Invitees wear appropriate attire at all times in the Rooftop Sky Garden; and

(5) use the Rooftop Sky Garden at its own risk.

(b) Subject to all other by-laws in this instrument, an Owner or Occupier must not:

(1) permit any child under 16 years of age over whom the Owner or Occupier has control on the Rooftop Sky Garden unless accompanied by an adult exercising effective control;

(2) at any time permit noisy or hazardous activities on the Rooftop Sky Garden; and

(3) at any time permit pets on the Rooftop Sky Garden unless they are necessary to aid a person with a disability.

7.9 Private functions on Rooftop Sky Garden

(a) Subject to by-laws 7.9(b) and 7.9(c)and at the absolute discretion of the Strata Committee or Owners Corporation, an Owner or Occupier may book more than a single pod area at any one time in the Rooftop Sky Garden for private functions.

(b) If an Owner or an Occupier wishes to host a party, gathering or meeting in a pod area in the Rooftop Sky Garden, the following conditions apply:

(1) the Owner or the Occupier must:

(A) obtain the prior approval of the Owners Corporation; and

(B) if the Owners Corporation so requests, pay to the Owners Corporation in cleared funds a bond in an amount specified by the Owners Corporation, which bond may be used by the Owners Corporation to effect any cleaning, repair or replacement that an Owner or Occupier fails or refuses to carry out in accordance with by-law 6.1(d) following the use of the

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Rooftop Sky Garden, or to apply to address any breach of the by-laws for the Strata Scheme.; and

(2) each of the Owner and the Occupier indemnifies the Owners Corporation against any claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the use of the Rooftop Sky Garden; and

(3) the Owners Corporation may restrict the use of the Rooftop Sky Garden if this or any other by-law for the Strata Scheme is breached by an Owner or Occupier.

(c) If, in the opinion of the Owners Corporation, the event might interfere with the quiet enjoyment of other Owners or Occupiers or interfere with the ease use or amenity of the Rooftop Sky Garden, the Owners Corporation may, without limitation, do all or any of the following:

(1) restrict the number of visitors using the Rooftop Sky Garden at any one time;

(2) require the Owner or Occupier to employ security guards for the duration of the event;

(3) require the Owner or Occupier to employ other staff for the duration of the event;

(4) restrict the hours the Owner or Occupier may use the Rooftop Sky Garden for the event;

(5) restrict the use of the Rooftop Sky Garden for the event to a specified pod area, which may be designated by the Owners Corporation at its absolute discretion; and

(6) restict the use of the Rooftop Sky Garden in its entirety or allow to use subject to conditions.

8 Owners and Occupiers are responsible for Invitees

8.1 Reasonable steps

An Owner or Occupier must take all reasonable steps to ensure that each Invitee of the Owner or Occupier:

(a) complies with these by-laws and any applicable Rules;

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(b) leaves the Building if the Invitee does not comply as required under by- law 8.1(a); and

(c) does not do anything an Owner or Occupier is not itself entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Building.

8.2 Tenants

If an Owner or Occupier leases or licenses its Lot, or part of its Lot, the Owner or Occupier:

(a) must give the tenant or licensee a copy of these by-laws and any applicable Rules;

(b) must take reasonable steps to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Building;

(c) must ensure that any leasing of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW);

(d) must ensure that any leasing agent is made aware of the restriction on use of the Lot imposed under the Development Consent;

(e) must ensure that the Owner of Occupier complies with the notice requirements of section 258 of the Strata Management Act;

(g) remains responsible at all times for the acts or omissions of any lessee or licensee of its Lot.

8.3 Invitees to be accompanied

An Owner or Occupier must accompany its Invitees whilst in the Building at all times other than when those Invitees are entering or leaving the Building.

9 Waste disposal

9.1 Disposal of waste – shared bins

(a) The Strata Scheme has shared waste chutes for the disposal of waste including recyclable material. The chutes are located on each level of the Building that contains residential Lots.

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(b) An Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Strata Committee or Owners Corporation.

(c) An Owner or Occupier must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(d) An Owner or Occupier must:

(1) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property;

(2) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;

(3) not put in waste chutes any item that might block the chute or items that weigh more than 2.5 kilograms;

(4) promptly remove any thing which the Owner or Occupier may have spilled in the area of the waste chutes and must take such action as may be necessary to clean the area within which that thing was spilled;

(e) The Owners Corporation may give directions for the purposes of this by-law by posting signs on the Common Property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to Owners or Occupiers.

(f) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

9.2 Garbage and waste removal

The Owners Corporation must maintain appropriate garbage removal contracts throughout the life of the Strata Scheme. The cost of any contract/s must be shared between the Lots on a unit entitlement basis.

9.3 Dumping of rubbish and other items

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The dumping of large rubbish or illegal items (as may be determined by the Strata Committee or Owners Corporation acting reasonably) in garbage rooms is prohibited.

9.4 In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

9.5 General

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

10 Cleaning windows, louvers and doors

10.1 General

An Owner or Occupier of a Lot must keep that Lot clean and in good repair.

10.2 Cleaning of glass surfaces and louvers

Except in the circumstances referred to in by-law 10.3, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors and any louvers on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

10.3 Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors and any louvers that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

10.4 Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees and contractors access to the Lot for the purpose of carrying out work under this by-law. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

11 Storage of inflammable liquids and other substances and materials

11.1 General prohibition

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An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store in the Building any inflammable chemical, liquid, gas or other material.

11.2 Limited exceptions

This by-law 11 does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to a maximum size of 9kg; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Moving furniture and other objects on or through Common Property

12.1 Notice

(a) An owner or Occupier must book any move in or vacating move with building management prior to moving to ensure minimal impact on the normal operation of the building with residents.

(b) An Owner or Occupier must not move any item of furniture or large object through Common Property unless sufficient notice (at least 48 hours) has first been given to the Owners Corporation or its nominated representative so as to:

(1) arrange a date and time with the Owners Corporation for the Owner or Occupier to move the item of furniture or large object through the Common Property.

(2) enable the Owners Corporation to arrange for its nominee to be present at the agreed time on the agreed date; and

(3) if out of standard building management hours, cover the additional costs of attendance of the Owners Corporation's nominee to be present.

(c) If a Building Management Agreement is entered into and if the tasks of the Owners Corporation under this by law are to be carried out by the Building Manager under the Building Management Agreement, then Owner or the Occupier must give the notice referred to in by laws 12.1(a) and 12.1(b) to the Building Manager.

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(d) An Owner or Occupier must only move items of furniture and large objects through Common Property during the times agreed by the Owners Corporation or Building Manger (as applicable).

12.2 Strata Committee or Owners Corporation may specify

The Strata Committee or Owners Corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner, including conditions as to the permitted days and hours for moving, and the provision by the Owner or Occupier of an appropriate security bond, in accordance with by-law 12.4.

12.3 Strata Committee or Owners Corporation

If the Strata Committee or Owners Corporation has specified the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with the specifications and directions of the Strata Committee or Owners Corporation.

12.4 Bond, insurance for moving certain articles and moving damage

(a) If required by the Strata Committee or Owners Corporation in accordance with by-law 12.2, an Owner or Occupier of a Lot must not transport any article which may cause damage or obstruction, or any furniture or large object, through or on Common Property unless, at least one Business Day before transporting the article or furniture or large object:

(1) the Owner or Occupier of that Lot has paid to the Owners Corporation in cleared funds a bond in an amount specified by the Strata Committee or Owners Corporation in accordance with by-law 12.2, which bond may be used by the Owners Corporation in accordance with by-law 12.4(b); and

(2) if the article or furniture or large object will be transported through or on Common Property because the Owner or Occupier is commencing or ending occupation of a Lot, the Owner or Occupier of that Lot has provided to the Owners Corporation evidence of currency of public liability insurance cover with an authorised insurer incorporating cover in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the transportation of the article or furniture or large object to a minimum of $2,000,000 in respect of which the person responsible for transportation of the article or furniture or large object is named as an insured party.

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(b) The Owners Corporation may apply all or any part of the bond to restoring or replacing any property of the Owners Corporation or any property of the Owner or Occupier of another Lot in the Strata Scheme which is damaged during the course of the transportation of the article or furniture or large object It may do so without prejudice to any other right that may arise by reason of the damage to the property.

(c) The Owners Corporation must pay any residue of the bond to the person providing same within 28 days of completion of the transportation of the article or furniture or large object or if, in the opinion of the Owners Corporation, restoration or replacement of property is necessary within 28 days of completion of the restoration or replacement of property.

(d) Where the transportation of any article by the Owner or Occupier causes damage to any part of the Common Property or another Owner's Lot, and the cost to repair such damage exceeds the bond amount and the proceeds of any insurance claim, the Owner or Occupier whose article caused such damage must pay the excess amount to the Owners Corporation.

13 Floor coverings

13.1 Noise minimisation

An Owner or Occupier must not do anything to the floor space within its Lot that may increase the transmission from the floor space of noise likely to disturb the peaceful enjoyment of another Owner or Occupier.

13.2 Floor finish

Without limiting the requirements of this by-law, if an Owner is using a floor finish within an Owners Lot other than carpet, the minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or the City of Sydney Council, whichever is the higher standard.

13.3 Change to flooring

(a) This by-law 13.3:

(1) does not apply where an Owner proposes to change any flooring within a Lot to carpet, provided suitable carpet underlay is installed;

(2) does not apply to floor space comprising a laundry, powder room, ensuite or bathroom;

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(2) applies to the installation or replacement of wood or other hard floors.

(b) Without limiting by-law 17, an Owner proposing to change any flooring within a Lot must apply to the Owners Corporation for approval prior to undertaking any change to the flooring.

(c) The approval of the Owners Corporation will not be unreasonably withheld to a change of flooring provided that the application contains sufficient information to enable the Owners Corporation to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied.

(d) Without limiting the generality of the information that the Owners Corporation may request in connection with an application for approval to change flooring, an Owner must include with any application a report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has analysed the proposed floor finish, the method of installation and the effect of sound transmission including impact noise following installation; and

(2) as a result of this analysis, the acoustic engineer is of the opinion that the proposed floor finish will not breach by-law 13.1 and will comply with by-law 13.2.

(e) Promptly after the installation of any flooring pursuant to this by-law 13.3, the Owner must provide to the Owners Corporation a further report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has tested the flooring as installed; and

(2) the resulting sound transmission complies with the parameters set out in by-law 13.2.

(f) The functions of the Owners Corporation under this by-law is delegated to the Strata Committee.

14 Keeping of animals

14.1 Consent required

Subject to section 139(5) of the Strata Management Act, an Owner or Occupier must not, except with the prior approval of the Strata Committee or Owners Corporation:

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(a) keep any animal on Common Property; or

(b) keep any animal on their Lot, other than one cat, one small dog (up 15 kilograms in weight), one caged bird or fish in a secure aquarium.

14.2 Consent not to be unreasonably withheld

The Strata Committee or Owners Corporation must not unreasonably withhold its approval to the keeping of an animal on a Lot.

14.3 Conditions

If an Owner or Occupier may keep an animal on its Lot or on Common Property under this by-law 14, then the Owner or Occupier:

(a) must notify the Owners Corporation that the animal is being kept on their Lot;

(b) must ensure that the animal is at all times kept under control and usually within the confines of its Lot;

(c) must ensure that the animal does not enter any part of Common Property designated from time to time by the Strata Committee or Owners Corporation as an area on which animals may not enter and, when the animal is on any part of the Building other than its Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;

(d) must carry the animal when the animal is on any part of the Building other than its Lot or ensure that the animal is appropriately tethered and under their control;

(e) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:

(1) any noise caused by the animal which is disturbing to an extent which is unreasonable; and

(2) damage to or loss of property or injury to any person caused by the animal;

(f) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Building;

(g) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and

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(h) must, if in the opinion of the Strata Committee or Owners Corporation (acting reasonably) the Owner or Occupier is not complying with this by-law 14 and the Strata Committee or Owners Corporation so requests, remove the animal from the Building.

14.4 No vermin or pests

An Owner or Occupier must keep its Lot free of vermin and pests and must immediately inform the Owners Corporation or the Building Manager or, if there is no Building Manager, the Strata Manager on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

14.5 Exceptions

This by-law 14:

(a) applies to an Owner, Occupier and visitor to the Building;

(b) does not prevent the keeping of a dog used as a guide or hearing dog; and

(c) does not allow an Excluded Dog to be kept or brought into the Building.

15 Appearance of Lot

15.1 Externally visible items

(a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) Owners and Occupiers of balconies and terraces must not, except with the prior approval of the Strata Committee or Owners Corporation and any relevant Authority, install umbrellas, shade structures or any other devices that protrude above the parapet.

(c) An Owner or Occupier must not install any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot.

(d) An Owner or Occupier may install a security grill to any exterior window or doors on a Lot only of a type approved in writing by the Strata Committee or Owners Corporation prior to installation. The relevant Owner or Occupier must maintain that grill to the reasonable satisfaction of the Owners Corporation.

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15.2 Hanging of washing and other items

An Owner or Occupier must not hang any washing, towel, bedding, clothing or other similar article on any part of the Building outside of its Lot or on Common Property.

15.3 Lattices or grilles

(a) Subject to by-law 15.3(b), an Owner or Occupier must not without the prior approval of the Strata Committee or Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).

(b) By-law 15.3(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.

(c) Each Owner of a Lot with a screening device as described in this by-law 15.3:

(1) agrees that the relevant screening device does not form part of the Common Property; and

(2) must maintain and keep in a state of good and serviceable repair the screening device.

15.4 Windows and glass doors

(a) Subject to by-law 15.4(b), an Owner or Occupier must not, without the prior approval of the Strata Committee or Owners Corporation, affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony or terrace forming part of a Lot (this does not include any curtain, blind or shutter).

(b) By-law 15.3 does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

15.5 Curtains etc

Any curtain, blind, shutter or other treatment in a window or door, which faces public or common areas, must have a backing coloured white.

15.6 Balconies and terraces

Without limiting by-law 15.1, an Owner or Occupier:

(a) must not erect any walls, barriers, screens, blinds, wind breaks, sunscreens or similar items, or create by any other means an enclosure, around the balcony or terrace of the relevant Lot;

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(b) must ensure that any balcony or terrace furniture for the relevant Lot is of an appearance consistent with the standard of the Building;

(c) must not use any balcony or terrace for the relevant Lot as a storage space;

(d) may only use a barbeque of a type prescribed by the Owners Corporation from time to time;

(e) must not, when using a barbeque on the relevant Lot, unreasonably interfere with the use of and enjoyment of any other Lot by any other Owner or Occupier;

(f) must keep all internal gardens and balconies clean, tidy and well maintained; and

(g) must not place any item on the balcony or terrace that would pose a climbing hazard.

15.7 Security of items on balconies and terraces

(a) Owners and Occupiers of Lots must ensure that any furniture, possessions and other items on balconies and terraces are secured or safely stored in order to prevent any item from blowing away or falling from the relevant balcony or terrace. Without limitation:

(1) any umbrellas used must be weighted at the base;

(2) umbrellas must never be left up when the balcony or terrace is not in use or there are high winds; and

(3) all portable items should be removed from any balcony or terrace or stored securely when the balcony or terrace is not in use.

(b) Owners and Occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

15.8 Planter boxes

(a) To the extent that planter boxes are located:

(1) on a balcony or terrace which forms part of a Lot, the Owner or Occupier of that Lot must:

(A) properly maintain the soil and landscaping in the planter boxes;

(B) ensure the planter is regularly watered via the irrigation system (if provided);

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(C) maintain and repair the planter and associated irrigation system (if provided);

(D) when watering the plants or soil make sure that the water does not go on to Common Property or another Lot; and

(E) not change plant types to plant types that are materially different from the planting on visible balconies or terraces. (This is to maintain visual consistency and to prevent aggressive tree species causing damage to waterproofing).

(2) within Common Property which adjoins the balcony or terrace of a Lot:

(A) the Owners Corporation will maintain the soil and landscaping in the planter boxes; and

(B) the Owner or Occupier of the relevant Lot must not interfere with, damage or replace any of the contents of the planter boxes nor use the planter boxes for their own purposes as a garden.

(b) Should an Owner or Occupier fail to maintain the soil, soil condition, irrigation system (if provided) and/or plants in planter boxes as provided for in by-law 15.8(a)(1), the Owners Corporation has the right to enter the Lot and maintain and reinstate, at the cost of the Owner, the planter boxes, including all components to restore them to their original condition.

15.9 Landscaping

(a) 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.

(b) As a general rule, the style of the landscaping throughout the Building is specified and approved by Council and the nature and style of the landscaping should not be changed without Council approval.

15.10 Transmission devices

An Owner or Occupier must not install in the Building any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

15.11 Interference

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An Owner or Occupier must not operate from the Building any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Building.

16 Insurance premiums

16.1 Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

16.2 Increased premium

If pursuant to by-law 16.1 an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

(a) pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and

(b) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 16.1.

17 Carrying out of Major Building Work and Minor Renovations

17.1 Permitted Major Building Work - conditions

If an Owner or an Occupier (with the Owner's prior approval) wishes to carry out Major Building Work on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Work (Affected Common Property), the following conditions apply:

(a) each of the Owner and the Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Major Building Work contemplated by this by-law 17 and the use of the result of the Major Building Work;

(b) the Owner and the Occupier must ensure that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work:

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(1) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(2) damages or interferes with a wall or any other boundary between Lots; or

(3) voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;

(c) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and

(d) the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

17.2 Obligations on Owner or Occupier

An Owner or an Occupier desiring to exercise rights under this by-law 17 must:

(a) before doing any Major Building Work:

(1) obtain from the Owners Corporation a by-law referred to in section 108 of the Strata Management Act or a common property rights by-law conferring a special privilege in respect of the Affected Common Property on the Owner or Occupier (if applicable);

(2) ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager where service lines, pipes and conduits are located;

(3) arrange with the Building Manager or, if there is no Building Manager, the Strata Manager suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Work;

(4) if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Work will not have any adverse effect on Common Property or any Lot;

(5) if the Owners Corporation so requests, provide any further particulars of plans and specifications of any works proposed;

(6) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Major Building Work to be carried out;

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(7) if the Owners Corporation so requests, pay to the Owners Corporation in cleared funds a bond in an amount specified by the Owners Corporation (being no less than 10% of the cost of the Major Building Works) in accordance with by-law 17.3(a), which bond may be used by the Owners Corporation in accordance with by-law 17.3(b); and

(8) provide copies of all relevant Authority approvals required by law to the Owners Corporation;

(b) comply with the reasonable requirements of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(c) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;

(d) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(e) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager about the placement and storage of building materials and the erecting of any scaffolding;

(f) not damage Common Property, including service lines, pipes of conduits or interfere with, or interrupt them or any of them;

(g) do the Major Building Work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;

(h) repair any damage caused to Common Property or the property of another Owner or Occupier;

(i) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(j) at the completion of the Major Building Work, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the

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carrying out of the Major Building Work nor the use of the result of the Major Building Work has:

(1) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and

(2) detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

17.3 Owners Corporation may prescribe hours for access and bond

(a) The Owners Corporation may, for the purposes of this by-law 17 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Work and the provision by the Owner or Occupier of an appropriate security bond, in accordance with by-law 17.2(a)(7).

(b) The Owners Corporation may apply all or any part of the bond to restoring or replacing any property of the Owners Corporation or any property of the Owner or Occupier of another Lot in the Strata Scheme which is damaged as a result of the Major Building Work. It may do so without prejudice to any other right that may arise by reason of the damage to the property.

(c) Where damage to any part of the Common Property or another Owner's Lot arises as a result of the Major Building Work, and the cost to repair such damage exceeds the bond amount and the proceeds of any insurance claim, the Owner or Occupier whose Major Building Work caused such damage must pay the excess amount to the Owners Corporation.

17.4 Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

17.5 Minor Renovations

An Owner or Occupier must not carry out Minor Renovations unless the relevant Owner or Occupier:

(a) obtains the prior written consent of the Owners Corporation; and

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(b) ensures that any damage caused by carrying out the Minor Renovations under this by-law 17.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

and by-laws 17.2(a)(4), 17.2(a)(6), 17.2(a)(8), 17.2(c), 17.2(i) and 17.2(j) apply with the necessary changes.

17.6 Standard of Major Building Works and Minor Renovations

All Major Building Works and Minor Renovations must be performed in a proper and workmanlike manner and must comply with all laws of any relevant Authority.

17.7 Delegation of minor renovations to the Strata Committee

The Owners Corporation delegates its functions under section 110 of the Strata Management Act to the Strata Committee.

18 Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Strata Committee or Owners Corporation has the power to Refurbish the Common Property.

19 Rules

19.1 Owners Corporation may make Rules

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation and/ or the Strata Committee has the power under this by-law 19 to make rules about the control, management, operation, use and enjoyment of the Building generally and Common Property or a part of it, in particular (**Rules**).

19.2 Variation

The Strata Committee or Owners Corporation may vary Rules at any time.

19.3 Inconsistency

If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

19.4 Binding

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Rules bind an Owner and Occupier and any person on the Building with the express or implied consent of an Owner or Occupier or the Owners Corporation.

20 Advertising

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Building any Advertising visible from any Lot or the Common Property or from outside the Building, including any "for sale" or "for lease" signage.

21 Work, health and safety

21.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

21.2 Included matters

This by-law 22 refers to matters like:

(a) safe balustrade heights;

(b) safe driving in car parks; and

(c) weight and positioning of planters on balconies.

21.3 Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 22 it should discuss those concerns with the Building Manager or, if there is no Building Manager, the Strata Manager.

22 Provision of amenities or services

The Strata Committee may 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 of one or more of the Lots.

23 Security

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23.1 Owners Corporation responsibility

The Owners Corporation must take reasonable steps to:

(a) stop intruders coming into the Building; and

(b) prevent fires and other hazards.

23.2 Security systems

The Owners Corporation will install and operate in the Common Property audiovisual security cameras and other audiovisual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

23.3 No interference

An Owner or Occupier must not:

(a) interfere with the security equipment installed by the Owners Corporation; or

(b) do anything that might prejudice the security or safety of the Building, the Common Property or its occupants.

23.4 Fire and security doors

An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23.5 Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier.

23.6 Fire control

(a) An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

(b) The Owners Corporation or an Owner or Occupier of a Lot must, in respect of the Building or the Lot, as appropriate:

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(1) consult with any relevant Authority as to an appropriate fire alarm and fire sprinkler system for the Building or the Lot;

(2) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Building or the Lot to the satisfaction of all relevant Authorities; and

(3) take all reasonable steps to ensure compliance with fire laws in respect of the Building or the Lot.

(c) An Owner or Occupier of a Lot must not interfere with the fire stair door operation or any door alarm system.

(d) An Owner or Occupier of a Lot must ensure that any key to the Lot is compatible with the master key system (if any) for the Building to allow access to the Lot during emergencies by emergency services and personnel of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager.

23.7 Fire Inspections

(a) An Owner or Occupier must cooperate with the Owners Corporation and its agents with regard to annual fire inspections of the Lot.

(b) If an Owner or Occupier does not comply with by-law 24.7(a) and a reinspection is required, the Owners Corporation may pay the cost of reinspection and recover this amount as a debt due from the Owner.

24 Security keys and alarms

24.1 Owners Corporation to issue

The Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

24.2 Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys as determined by the Strata Committee or Owners Corporation from time to time. The Owners Corporation may limit the number of Security Keys that may be issued to an Owner or Occupier as determined by the Strata Committee or Owners Corporation from time to time.

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24.3 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

(a) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;

(b) not duplicate or permit any Security Key to be duplicated;

(c) take all reasonable steps to ensure that Security Keys are not lost;

(d) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and

(e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

24.4 Alarms

The Strata Committee or Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

(a) the alarm has "back to base" facilities;

(b) the alarm is silent or, if the alarm has an audible shrieker, the sound from that shrieker is directed and emitted into the residential component of the relevant Lot only; and

(c) the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

24.5 Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Building Manager or, if there is no Building Manager, the Strata Manager and by-law 25.3(e) applies.

25 Restricting access

25.1 General provisions

The Strata Committee or Owners Corporation may for security reasons or effective control and management of the Building:

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(a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access or exclusive use rights; and

(b) restrict, by security device, access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights or special privilege over Common Property.

25.2 Access to the roof of the Building

The Owners Corporation and/ or the Strata Committee may prohibit access to the roof of the Building by any person (whether an Owner or an Occupier) unless that person has the prior consent of the Building Manager or, if there is no Building Manager, the Strata Manager.

26 Notice board

The Owners Corporation may cause a notice board to be affixed to some part of the Common Property.

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CONSOLIDATED BY-LAWS

MODEL BY-LAWS

1. Definitions and interpretation

1.1 Statutory definitions

In this instrument, unless the context clearly indicates otherwise, a word or expression has the meaning given to it in the Strata Management Act if it is:

(a) defined in that act; and

(b) used but not defined in this instrument.

1.2 Further definitions

The meanings of the terms used in this instrument are set out below.

Term	Meaning
Advertising	any sign, placard, banner, notice or other marketing material.
Affected Common Property	the meaning given to that term in by-law 17.
Affected Common Property Bollard Area	the meaning given to that term in by-law 2.4.
Authority	any governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
Building	the land and improvements on the land (including the building known as Eve) the subject of the Strata Scheme.

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Building Management Agreement	is an agreement to appoint a Building Manager in accordance with Section 67 of the Strata Management Act.
Building Manager	is the person so defined in the Strata Management Act, which as at the date of registration of these by-laws is a person who assists in exercising any one or more of the following functions of the Owners Corporation: 1 Managing Common Property; 2 Controlling the use of Common Property by persons other than the Owners and Occupiers of Lots; 3 Maintaining and repairing Common Property. However, a person is not a building manager if the person exercises those functions only on a voluntary or casual basis or as a member of the Strata Committee.
Business Day	a day that is not a Saturday, Sunday, bank holiday, or gazetted public holiday in Sydney.
Common Property	the common property in the Strata Scheme, including the Rooftop Sky Garden and the Ground Floor Gardens.
Council	the Council of the City of Sydney.
Data	the data captured through telemetry or other electronic, manual or mechanical means from utility meters or other building services systems relating to: 1 any private or state utility or Authority providing utilities or services including electricity. thermal energies. recycled water supply. potable water supply and gas; and

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	2 any building services or facility including non-potable water and photovoltaic cells.
Development Act	the *Strata Schemes Development Act 2015* (NSW).
Development Consent	development consent number D/2014/912 issued by the Council or any modification of that consent.
Excluded Dog	any dog: 1 declared by an authorised officer of a council under the *Companion Animals Act 1998* (NSW) (or the regulations passed under that Act) to be a restricted dog; and 2 any dog prohibited from importation into Australia by the Commonwealth Government or by or under the *Customs Act* 1901 (Cth).
Invitee	any person in the Building with the express or implied consent of the Owner or Occupier.
Lot	a lot in the Strata Plan.
Maintain	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.
Major Building Work	an owner's work which affects the common property for the following purposes: 1 Structural changes; 2 Changes to the external appearance of a lot, including the installation of an external access ramp; 3 Waterproofing; 4 Work for which consent or another approval is required under any other legislation (e.g. development consent under the Environmental Planning and Assessment Act 1979);

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5 Work that is not cosmetic work as defined in the Strata Management Act or a Minor Renovation;

6 Work changing the plumbing or exhaust system servicing a Lot;

7 Work changing the walls between any two Lots.

Make Good the obligation of an Owner to make good:

1 the Affected Common Property; and

2 the Affected Common Property Bollard Area,

to the reasonable satisfaction of the Owners Corporation. For the avoidance of doubt, this includes restoring the concrete slab to its original condition as at the date prior to the installation of the bollard.

Minor Renovation has the same meaning as provided in section 110 of the Strata Management Act, which as at the date of registration of these by-laws includes:

1 Renovating a kitchen.

2 Changing recessed light fittings.

3 Installing or replacing wood or other hard floors.

4 Installing or replacing wiring or cabling or power or access points.

5 Work involving reconfiguring walls.

6 Removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.

7 Installing a rainwater tank.

8 Installing a clothesline.

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	9 Installing a reverse cycle split system air conditioner.
	10 Installing double or triple glazed windows.
	11 Installing a heat pump.
	12 Installing ceiling insulation.
Occupier	1 a lessee;
	2 a licensee; or
	3 other person, not being an Owner, lessee or licensee that is in lawful occupation,
	of a Lot.
Owner	1 a person registered or entitled to be registered as proprietor;
	2 a mortgagee in possession; or
	3 a covenant chargee in possession, of a Lot.
Owners Corporation	the owners corporation created upon registration of the Strata Plan.
Refurbish	includes but is not limited to any of the following:
	1 the treatment of Common Property by painting, staining or polishing, as applicable or otherwise;
	2 the replacement of any floor covering in the Common Property, including carpet and floor tiles which are worn or damaged and in need of replacement; and
	3 the replacement of loose furnishings and chattels which are worn or damaged and in need of replacement.

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Rooftop Sky Garden	the rooftop area and all facilities installed in it which is located on the roof of the Building and which forms part of the Common Property including the garden areas, seating (pod areas) and barbeque area.
Rules	the meaning given to that term in by-law 19.1.
Security Key	a key, card, fob, proximity reader or other device used to open and close doors, gates and other means of regulating ingress and egress into and out of the Building.
Selling and Leasing Activities	the activities relating to the sale, including sale by auction, and leasing of Lots.
Strata Committee	the meaning given to that term in the Strata Management Act.
Strata Management Act	the *Strata Schemes Management Act 2015* (NSW).
Strata Manager	a strata managing agent appointed under the Strata Management Act by the Owners Corporation and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
Strata Plan	the strata plan with which this instrument is registered.
Strata Scheme	the strata scheme created on registration of the Strata Plan with which this instrument is registered.
Vehicle	any passenger vehicle that has a height no greater than 2.1 metres which can be parked wholly within an Australian Standards compliant car space, including a car, utility, motorbike, boat, and bicycle and also includes any trailer related to the relevant vehicle.

1.3 Interpretation

In this instrument unless the context clearly indicates otherwise;

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(a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, Authority, the Crown, an owners corporation and any other organisation or legal entity;

(b) a reference to a natural person includes their personal representatives, successors and assigns;

(c) a reference to a corporation includes its successors and assigns;

(d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority,

(e) 'including' and 'includes' are not words of limitation;

(f) the words 'at any time' mean 'at any time and from time to time';

(g) the word 'vary' includes 'add to, delete from and cancel';

(h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

(i) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this instrument;

(j) a reference to a document is a reference to a document of any kind, including a plan;

(k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

(l) a reference to a time is to that time in Sydney;

(m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

(n) a requirement to do any thing includes a requirement to cause that thing to be done;

(o) a word that is derived from a defined word has a corresponding meaning;

(p) the singular includes the plural and vice-versa;

(q) words importing one gender include all other genders;

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(r) a reference to a thing includes each part of that thing; and

(s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

1.4 Headings and index

By-law headings and the index are inserted for convenience and do not affect the interpretation of this instrument.

1.5 Notices

(a) Any notice, demand, approval, request or communication under this instrument must be in writing.

(b) For the avoidance of doubt, the Owners Corporation may serve notices under this instrument or under the Strata Management Act (to the extent permitted by the Strata Management Act) by email or other electronic means of communication.

1.6 Consents by the Owners Corporation

(a) Consent by the Owners Corporation may be given on conditions, and the Owner obtaining the consent must comply with those conditions.

(b) The Owners Corporation may revoke its consent (acting reasonably) at its option.

(c) The operation of this by-law 1.6 is subject to specific rights under any other by-law.

1.7 Applications and complaints

An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager.

2 Use of Lot

2.1 Residential use

(a) Each Owner and Occupier will comply with the conditions in the Development Consent including conditions relating to the use of a Lot by the relevant Owner and Occupier.

(b) An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums

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for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

(c) Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of their Lot. Any change of use of a Lot must comply with the Development Consent and be approved in writing by the Owners Corporation, the Council, where applicable, and any other relevant Authority.

2.2 Restrictions on leasing and occupancy generally

An Owner or Occupier must not:

(a) enter into a lease or other occupancy arrangement in respect of a Lot, where that lease or occupancy arrangement has a term of less than 3 months;

(b) permit the Owners Corporation or an agent to advertise or organise for short term accommodation in the Building;

(c) permit the number of persons (excluding children) ordinarily residing within a Lot to be more than:

(i) 6 persons, in the case of a Lot with 3 or more bedrooms;

(ii) 4 persons, in the case of a Lot with 2 bedrooms; or

(iii) 2 persons, in the case of a Lot with 1 bedroom; or

(d) permit more than 2 persons (excluding children) to occupy any bedroom;

(e) permit more than 2 beds (excluding children's beds, cots or bassinets) in any bedroom;

(f) use the Lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the Environmental Planning & Assessment Act 1979 (NSW);

(g) conduct within the Building, or allow the conduct within the Building of, a business or commercial activity that involves the provision to an Occupier of the Lot of cleaning or laundry services or the supply of furniture or laundry for use by the Occupier;

(h) use or permit the use of a Lot or any part of the Common Property for any business or commercial activity of any kind, except where being used as a home office if permitted pursuant to the Owners Corporation's lease of the Lot; or

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(i) advertise that the Lot is available for a purpose or is available for use in a manner proscribed by this by-law.

2.3 Use of car parking area

If the Lot comprises an area for car parking, that area must be used only for the purpose of parking a Vehicle related to residence in that Lot and must not be used as an area for storage of any other items.

2.4 No enclosing car parking

(a) Subject to by-law 2.4(b), by-law 2.4(c) and by-law 2.4(d) and the approval of the Strata Committee or Owners Corporation, an Owner or Occupier must not erect any walls, barriers or similar items, or create by any other means an enclosure around any car parking area.

(b) An Owner or person authorised by an Owner may erect or install bollards of a type prescribed by the Strata Committee or Owners Corporation around or within the boundary of a car parking area comprising the relevant part of the Owner's Lot. The relevant Owner or Occupier must maintain that bollard to the reasonable satisfaction of the Owners Corporation.

(c) If the installation of the bollard by the Owner or person authorised by the Owner referred to in by-law 2.4(b) penetrates, affects or alters the Common Property (**Affected Common Property Bollard Area**) in any way, then the Owner must Make Good the Affected Common Property Bollard Area if the relevant Owner or Occupier removes the bollard from the Affected Common Property Bollard Area at any time.

2.5 Disabled car parking

The Development Consent includes a condition regarding disabled car spaces with which Owners, Occupiers and the Owners Corporation must comply.

2.6 No leasing etc

(a) An Owner or Occupier must not lease, licence or part possession with the storage space or car parking area components comprising the Owner's or Occupier's Lot to any person other than a person residing within the building.

(b) By-law 2.6(a) may not be amended unless the Owners Corporation has obtained the prior written approval of any relevant Authority.

3 Standing and parking vehicles

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3.1 On Common Property

An Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) on Common Property except with the prior approval of the Owners Corporation. A Vehicle parked or standing contrary to this by-law may be removed by the Owners Corporation at the cost of the Owner or Occupier and impounded until such costs are paid. Any costs incurred by the Owners Corporation in accordance with this by-law 3.1 may be recoverable from the owner as a debt due and payable to the Owners Corporation.

3.2 Visitor and disability parking and Invitees

(a) Without limiting by-law 3.1, an Owner or Occupier must not stand or park any Vehicle (including shopping trolleys or other motorised conveyance) in any visitor parking space or car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within the Building.

(b) An Invitee of an Owner or Occupier:

(1) may stand or park any Vehicle in any visitor parking space that comprises Common Property for a period of not greater than 8 hours in any 24 hour period, and limited to a maximum of 7 consecutive days;

(2) must not stand or park any Vehicle (including shopping buggies or other motorised conveyance) in any car parking area (other than the car parking area comprising the relevant part of the Owner's Lot) within, subject to by-law 3.2(b)(1), the Building;

3.3 Car Share schemes

It is a requirement of the Development Consent that car share spaces must:

(a) be offered to the car share operator at no cost to the care share operator; and

(b) be retained by the Owners Corporation for this purpose and must not be sold or leased to any individual owner or occupier nor use granted to any individual or occupier by any other means.

Any arrangement or contract with a car share scheme operator may provide for the placement of directional signage on the Common Property, for example in the basement and on the external facade of the Building, as agreed between the parties to any such arrangement or contract.

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3.4 Bicycles

An Owner or Occupier must not permit any bicycle to be brought into any part of the Common Property including the foyers, lifts, 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 where the bicycle is being directly transported for the purpose of being stored within:

(a) an Owner or Occupier's Lot or any storage space or car parking area affiliated with such Lot; or

(b) any area allocated for Invitees to the Building to store or park their bicycles.

3.5 Power sources

(a) An Owner or Occupier has the right to use any power source located within a Lot provided that the power source is separately metered and that the meter is connected to the electricity meter for the relevant Lot.

(b) The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of by-law 3.5(a).

4 Obstruction of Common Property

An Owner or Occupier must not obstruct or allow the obstruction of the legal use of Common Property by any person except on a temporary and non-recurring basis.

5 Plants on Common Property

An Owner or Occupier must not, except with the prior approval of the Owners Corporation:

(a) damage any tree, shrub, plant or flower on Common Property; or

(b) use any portion of the Common Property for their own purposes as a garden.

6 Damage to Common Property

6.1 Not to cause damage

(a) An Owner or Occupier must use all reasonable endeavours to ensure that any article within or that forms part of the Common Property is used only for its intended use.

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(b) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, anything that forms part of Common Property except with the prior approval of the Strata Committee or Owners Corporation.

(c) An Owner or Occupier must immediately inform the Owners Corporation upon becoming aware of any material damage or a significant accident in the Premises or in the Common Property.

(d) An Owner or Occupier must immediately clean, repair or replace any damage or disturbance caused by that Owner or Occupier or their respective Invitees, whether directly or indirectly, to any Common Property or a Lot (other than a Lot owned by that Owner or Occupier) as a result of their action, inaction, omission or negligence.

(e) The Owners Corporation is entitled to effect any cleaning, repair or replacement that an Owner, Occupier or Invitee fails or refuses to carry out in accordance with by-law 6.1(d) within a reasonable time and to recover that cost (and ancillary recovery costs) as a debt under section 86 of the Strata Management Act.

(f) For the avoidance of doubt, if the Owners Corporation cannot recover the debt referred to in by-law 6.1(e) against an Occupier or Invitee of a Lot, that debt will be recoverable against the Owner of the relevant Lot.

6.2 No additions to Common Property

An approval given by the Strata Committee or Owners Corporation under by-law 6.1 cannot authorise any additions to Common Property.

6.3 No removal of items from Common Property

An Owner or Occupier must not, without the prior written approval of the Strata Committee or Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

6.4 Security, decorations, painting etc.

Subject to by-laws 6.5, 15, and 17, this by-law 6 does not prevent an Owner or person authorised by an Owner from:

(a) installing any locking or other safety device (including peepholes) for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(b) installing any structure or device to prevent harm to children within the Owner's Lot;

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(c) installing any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot;

(d) painting, staining or polishing, as applicable, the internal surfaces of the walls in the Owner's Lot; or

(e) installing any window safety device in accordance with section 118 of the Strata Management Act.

6.5 Owner to maintain

Despite section 106 of the Strata Management Act, the Owner of a Lot must:

(a) maintain and keep in a state of good and serviceable repair any locking or other safety device, screen, structure or device referred to in by-law 6.4 that forms part of Common Property and that services that Lot; and

(b) repair any damage caused to any part of Common Property by the installation or removal of any locking or other safety device, screen, structure or device referred to in by-law 6.4 that forms part of Common Property and that services that Lot.

6.6 Operation of by-law

The operation of this by-law 6 is subject to specific rights under any other by-law.

7 Behaviour of Owners and Occupiers

7.1 Noise

An Owner or Occupier must not, and must ensure that their Invitee must not, create any noise likely to interfere with the peaceful enjoyment of any part of the Building by another Owner or Occupier or any person lawfully in the Building.

7.2 No offensive behaviour

While within the Building, an Owner or Occupier and each Invitee of an Owner or Occupier must be adequately clothed and must not use language or behave in a manner likely to:

(a) cause offence or embarrassment to another Owner or Occupier or to any other person lawfully in the Building; or

(b) detrimentally affect the amenity of the neighbourhood surrounding the Building.

7.3 No illegal or immoral purpose

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An Owner or Occupier must not do anything, or use the Lot for any purpose, that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the good reputation of the Strata Scheme.

7.4 No smoking

An Owner or Occupier must not, and must ensure that their Invitee must not:

(a) smoke tobacco or any other substance while on Common Property; and

(b) cause or allow smoke from tobacco or any other substance to enter the Common Property or another Lot.

7.5 No skateboards etc.

An Owner or Occupier on Common Property must not use or ride a skateboard, roller blades or any other similar means of transport.

7.6 Children

An Owner or Occupier 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 lift, car parking area or other area of possible danger or hazard to children. However a child can play on Common Property outside the Building if accompanied by an adult exercising effective control.

7.7 Lifts

An Owner or Occupier must:

(a) not allow children to operate any lifts;

(b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee or Owners Corporation; 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.

7.8 Rooftop Sky Garden

(a) Subject to all other by-laws in this instrument, an Owner or Occupier must:

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(1) use the Rooftop Sky Garden only during the hours between 6.00am and 10.00pm daily or the hours as otherwise determined by the Strata Committee or Owners Corporation in its absolute discretion;

(2) promptly notify the Building Manager of any damaged or malfunctioning equipment in the Rooftop Sky Garden;

(3) accompany its Invitees at all times in the Rooftop Sky Garden;

(4) ensure that it and all its Invitees wear appropriate attire at all times in the Rooftop Sky Garden; and

(5) use the Rooftop Sky Garden at its own risk.

(b) Subject to all other by-laws in this instrument, an Owner or Occupier must not:

(1) permit any child under 16 years of age over whom the Owner or Occupier has control on the Rooftop Sky Garden unless accompanied by an adult exercising effective control;

(2) at any time permit noisy or hazardous activities on the Rooftop Sky Garden; and

(3) at any time permit pets on the Rooftop Sky Garden unless they are necessary to aid a person with a disability.

7.9 Private functions on Rooftop Sky Garden

(a) Subject to by-laws 7.9(b) and 7.9(c)and at the absolute discretion of the Strata Committee or Owners Corporation, an Owner or Occupier may book more than a single pod area at any one time in the Rooftop Sky Garden for private functions.

(b) If an Owner or an Occupier wishes to host a party, gathering or meeting in a pod area in the Rooftop Sky Garden, the following conditions apply:

(1) the Owner or the Occupier must:

(A) obtain the prior approval of the Owners Corporation; and

(B) if the Owners Corporation so requests, pay to the Owners Corporation in cleared funds a bond in an amount specified by the Owners Corporation, which bond may be used by the Owners Corporation to effect any cleaning, repair or replacement that an Owner or Occupier fails or refuses to carry out in accordance with by-law 6.1(d) following the use of the

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Rooftop Sky Garden, or to apply to address any breach of the by-laws for the Strata Scheme.; and

(2) each of the Owner and the Occupier indemnifies the Owners Corporation against any claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the use of the Rooftop Sky Garden; and

(3) the Owners Corporation may restrict the use of the Rooftop Sky Garden if this or any other by-law for the Strata Scheme is breached by an Owner or Occupier.

(c) If, in the opinion of the Owners Corporation, the event might interfere with the quiet enjoyment of other Owners or Occupiers or interfere with the ease use or amenity of the Rooftop Sky Garden, the Owners Corporation may, without limitation, do all or any of the following:

(1) restrict the number of visitors using the Rooftop Sky Garden at any one time;

(2) require the Owner or Occupier to employ security guards for the duration of the event;

(3) require the Owner or Occupier to employ other staff for the duration of the event;

(4) restrict the hours the Owner or Occupier may use the Rooftop Sky Garden for the event;

(5) restrict the use of the Rooftop Sky Garden for the event to a specified pod area, which may be designated by the Owners Corporation at its absolute discretion; and

(6) restict the use of the Rooftop Sky Garden in its entirety or allow to use subject to conditions.

8 Owners and Occupiers are responsible for Invitees

8.1 Reasonable steps

An Owner or Occupier must take all reasonable steps to ensure that each Invitee of the Owner or Occupier:

(a) complies with these by-laws and any applicable Rules;

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(b) leaves the Building if the Invitee does not comply as required under by- law 8.1(a); and

(c) does not do anything an Owner or Occupier is not itself entitled to do under these by-laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other person lawfully on the Building.

8.2 Tenants

If an Owner or Occupier leases or licenses its Lot, or part of its Lot, the Owner or Occupier:

(a) must give the tenant or licensee a copy of these by-laws and any applicable Rules;

(b) must take reasonable steps to ensure the tenant or licensee and any Invitees comply as required by by-law 8.1(a) or leave the Building;

(c) must ensure that any leasing of any Lot is recorded under the terms of a residential lease under the *Residential Tenancies Act 2010* (NSW);

(d) must ensure that any leasing agent is made aware of the restriction on use of the Lot imposed under the Development Consent;

(e) must ensure that the Owner of Occupier complies with the notice requirements of section 258 of the Strata Management Act;

(g) remains responsible at all times for the acts or omissions of any lessee or licensee of its Lot.

8.3 Invitees to be accompanied

An Owner or Occupier must accompany its Invitees whilst in the Building at all times other than when those Invitees are entering or leaving the Building.

9 Waste disposal

9.1 Disposal of waste – shared bins

(a) The Strata Scheme has shared waste chutes for the disposal of waste including recyclable material. The chutes are located on each level of the Building that contains residential Lots.

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(b) An Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Strata Committee or Owners Corporation.

(c) An Owner or Occupier must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(d) An Owner or Occupier must:

(1) comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property;

(2) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;

(3) not put in waste chutes any item that might block the chute or items that weigh more than 2.5 kilograms;

(4) promptly remove any thing which the Owner or Occupier may have spilled in the area of the waste chutes and must take such action as may be necessary to clean the area within which that thing was spilled;

(e) The Owners Corporation may give directions for the purposes of this by-law by posting signs on the Common Property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to Owners or Occupiers.

(f) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

9.2 Garbage and waste removal

The Owners Corporation must maintain appropriate garbage removal contracts throughout the life of the Strata Scheme. The cost of any contract/s must be shared between the Lots on a unit entitlement basis.

9.3 Dumping of rubbish and other items

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The dumping of large rubbish or illegal items (as may be determined by the Strata Committee or Owners Corporation acting reasonably) in garbage rooms is prohibited.

9.4 In-sink waste disposal systems

An Owner or Occupier must not install an in-sink waste disposal system in any part of its Lot.

9.5 General

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

10 Cleaning windows, louvers and doors

10.1 General

An Owner or Occupier of a Lot must keep that Lot clean and in good repair.

10.2 Cleaning of glass surfaces and louvers

Except in the circumstances referred to in by-law 10.3, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors and any louvers on the boundary of its Lot, including so much as is Common Property, to ensure that the good appearance of the Building is maintained.

10.3 Owners Corporation obligations

The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors and any louvers that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

10.4 Access

The Owners and Occupiers of a Lot must give the Owners Corporation, its agents, employees and contractors access to the Lot for the purpose of carrying out work under this by-law. The Owners Corporation must, wherever reasonably possible give to the Occupiers of a Lot prior notice before entering the Lot (except in the case of an emergency when no notice is necessary).

11 Storage of inflammable liquids and other substances and materials

11.1 General prohibition

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An Owner or Occupier must not, except with the prior approval of the Owners Corporation, use or store in the Building any inflammable chemical, liquid, gas or other material.

11.2 Limited exceptions

This by-law 11 does not apply to:

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes or otherwise in connection with the lawful use of a Lot, that are only kept in reasonable quantities and which do not invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation, in particular, barbeque gas cylinders up to a maximum size of 9kg; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Moving furniture and other objects on or through Common Property

12.1 Notice

(a) An owner or Occupier must book any move in or vacating move with building management prior to moving to ensure minimal impact on the normal operation of the building with residents.

(b) An Owner or Occupier must not move any item of furniture or large object through Common Property unless sufficient notice (at least 48 hours) has first been given to the Owners Corporation or its nominated representative so as to:

(1) arrange a date and time with the Owners Corporation for the Owner or Occupier to move the item of furniture or large object through the Common Property.

(2) enable the Owners Corporation to arrange for its nominee to be present at the agreed time on the agreed date; and

(3) if out of standard building management hours, cover the additional costs of attendance of the Owners Corporation's nominee to be present.

(c) If a Building Management Agreement is entered into and if the tasks of the Owners Corporation under this by law are to be carried out by the Building Manager under the Building Management Agreement, then Owner or the Occupier must give the notice referred to in by laws 12.1(a) and 12.1(b) to the Building Manager.

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(d) An Owner or Occupier must only move items of furniture and large objects through Common Property during the times agreed by the Owners Corporation or Building Manger (as applicable).

12.2 Strata Committee or Owners Corporation may specify

The Strata Committee or Owners Corporation may resolve that items of furniture and large objects are to be moved through Common Property in a specified manner, including conditions as to the permitted days and hours for moving, and the provision by the Owner or Occupier of an appropriate security bond, in accordance with by-law 12.4.

12.3 Strata Committee or Owners Corporation

If the Strata Committee or Owners Corporation has specified the manner in which items of furniture or large objects are to be moved through Common Property, an Owner or Occupier must not move any item of furniture or large object through Common Property except in accordance with the specifications and directions of the Strata Committee or Owners Corporation.

12.4 Bond, insurance for moving certain articles and moving damage

(a) If required by the Strata Committee or Owners Corporation in accordance with by-law 12.2, an Owner or Occupier of a Lot must not transport any article which may cause damage or obstruction, or any furniture or large object, through or on Common Property unless, at least one Business Day before transporting the article or furniture or large object:

(1) the Owner or Occupier of that Lot has paid to the Owners Corporation in cleared funds a bond in an amount specified by the Strata Committee or Owners Corporation in accordance with by-law 12.2, which bond may be used by the Owners Corporation in accordance with by-law 12.4(b); and

(2) if the article or furniture or large object will be transported through or on Common Property because the Owner or Occupier is commencing or ending occupation of a Lot, the Owner or Occupier of that Lot has provided to the Owners Corporation evidence of currency of public liability insurance cover with an authorised insurer incorporating cover in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the transportation of the article or furniture or large object to a minimum of $2,000,000 in respect of which the person responsible for transportation of the article or furniture or large object is named as an insured party.

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(b) The Owners Corporation may apply all or any part of the bond to restoring or replacing any property of the Owners Corporation or any property of the Owner or Occupier of another Lot in the Strata Scheme which is damaged during the course of the transportation of the article or furniture or large object It may do so without prejudice to any other right that may arise by reason of the damage to the property.

(c) The Owners Corporation must pay any residue of the bond to the person providing same within 28 days of completion of the transportation of the article or furniture or large object or if, in the opinion of the Owners Corporation, restoration or replacement of property is necessary within 28 days of completion of the restoration or replacement of property.

(d) Where the transportation of any article by the Owner or Occupier causes damage to any part of the Common Property or another Owner's Lot, and the cost to repair such damage exceeds the bond amount and the proceeds of any insurance claim, the Owner or Occupier whose article caused such damage must pay the excess amount to the Owners Corporation.

13 Floor coverings

13.1 Noise minimisation

An Owner or Occupier must not do anything to the floor space within its Lot that may increase the transmission from the floor space of noise likely to disturb the peaceful enjoyment of another Owner or Occupier.

13.2 Floor finish

Without limiting the requirements of this by-law, if an Owner is using a floor finish within an Owners Lot other than carpet, the minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or the City of Sydney Council, whichever is the higher standard.

13.3 Change to flooring

(a) This by-law 13.3:

(1) does not apply where an Owner proposes to change any flooring within a Lot to carpet, provided suitable carpet underlay is installed;

(2) does not apply to floor space comprising a laundry, powder room, ensuite or bathroom;

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(2) applies to the installation or replacement of wood or other hard floors.

(b) Without limiting by-law 17, an Owner proposing to change any flooring within a Lot must apply to the Owners Corporation for approval prior to undertaking any change to the flooring.

(c) The approval of the Owners Corporation will not be unreasonably withheld to a change of flooring provided that the application contains sufficient information to enable the Owners Corporation to satisfy itself that the requirements of this by-law regarding noise transmission will be satisfied.

(d) Without limiting the generality of the information that the Owners Corporation may request in connection with an application for approval to change flooring, an Owner must include with any application a report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has analysed the proposed floor finish, the method of installation and the effect of sound transmission including impact noise following installation; and

(2) as a result of this analysis, the acoustic engineer is of the opinion that the proposed floor finish will not breach by-law 13.1 and will comply with by-law 13.2.

(e) Promptly after the installation of any flooring pursuant to this by-law 13.3, the Owner must provide to the Owners Corporation a further report from a qualified acoustic engineer addressed to the Owners Corporation stating that:

(1) the acoustic engineer has tested the flooring as installed; and

(2) the resulting sound transmission complies with the parameters set out in by-law 13.2.

(f) The functions of the Owners Corporation under this by-law is delegated to the Strata Committee.

14 Keeping of animals

14.1 Consent required

Subject to section 139(5) of the Strata Management Act, an Owner or Occupier must not, except with the prior approval of the Strata Committee or Owners Corporation:

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(a) keep any animal on Common Property; or

(b) keep any animal on their Lot, other than one cat, one small dog (up 15 kilograms in weight), one caged bird or fish in a secure aquarium.

14.2 Consent not to be unreasonably withheld

The Strata Committee or Owners Corporation must not unreasonably withhold its approval to the keeping of an animal on a Lot.

14.3 Conditions

If an Owner or Occupier may keep an animal on its Lot or on Common Property under this by-law 14, then the Owner or Occupier:

(a) must notify the Owners Corporation that the animal is being kept on their Lot;

(b) must ensure that the animal is at all times kept under control and usually within the confines of its Lot;

(c) must ensure that the animal does not enter any part of Common Property designated from time to time by the Strata Committee or Owners Corporation as an area on which animals may not enter and, when the animal is on any part of the Building other than its Lot, that the animal is accompanied by the Owner or Occupier or other responsible person;

(d) must carry the animal when the animal is on any part of the Building other than its Lot or ensure that the animal is appropriately tethered and under their control;

(e) is liable to other Owners and Occupiers and to any person lawfully using Common Property for:

(1) any noise caused by the animal which is disturbing to an extent which is unreasonable; and

(2) damage to or loss of property or injury to any person caused by the animal;

(f) is responsible for promptly cleaning up after the animal has disturbed or soiled any part of the Building;

(g) must maintain the health and hygiene of the animal so as to prevent the spread of communicable diseases and pests to other animals and people in the Building; and

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(h) must, if in the opinion of the Strata Committee or Owners Corporation (acting reasonably) the Owner or Occupier is not complying with this by-law 14 and the Strata Committee or Owners Corporation so requests, remove the animal from the Building.

14.4 No vermin or pests

An Owner or Occupier must keep its Lot free of vermin and pests and must immediately inform the Owners Corporation or the Building Manager or, if there is no Building Manager, the Strata Manager on becoming aware of any infestation of vermin or pests in a Lot or in any part of the Common Property.

14.5 Exceptions

This by-law 14:

(a) applies to an Owner, Occupier and visitor to the Building;

(b) does not prevent the keeping of a dog used as a guide or hearing dog; and

(c) does not allow an Excluded Dog to be kept or brought into the Building.

15 Appearance of Lot

15.1 Externally visible items

(a) An Owner or Occupier must not, except with the prior approval of the Owners Corporation and any relevant Authority, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) Owners and Occupiers of balconies and terraces must not, except with the prior approval of the Strata Committee or Owners Corporation and any relevant Authority, install umbrellas, shade structures or any other devices that protrude above the parapet.

(c) An Owner or Occupier must not install any fixed or permanent awning or other sun or weather shading device to the exterior to the Lot.

(d) An Owner or Occupier may install a security grill to any exterior window or doors on a Lot only of a type approved in writing by the Strata Committee or Owners Corporation prior to installation. The relevant Owner or Occupier must maintain that grill to the reasonable satisfaction of the Owners Corporation.

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15.2 Hanging of washing and other items

An Owner or Occupier must not hang any washing, towel, bedding, clothing or other similar article on any part of the Building outside of its Lot or on Common Property.

15.3 Lattices or grilles

(a) Subject to by-law 15.3(b), an Owner or Occupier must not without the prior approval of the Strata Committee or Owners Corporation affix any lattice or grille to any part of the Owner's Lot (including the storage space component of the relevant Lot).

(b) By-law 15.3(a) does not apply to prohibit the screening devices that enclosed the storage space component of any Lot as at the date of registration of the Strata Plan.

(c) Each Owner of a Lot with a screening device as described in this by-law 15.3:

(1) agrees that the relevant screening device does not form part of the Common Property; and

(2) must maintain and keep in a state of good and serviceable repair the screening device.

15.4 Windows and glass doors

(a) Subject to by-law 15.4(b), an Owner or Occupier must not, without the prior approval of the Strata Committee or Owners Corporation, affix or permit the affixing of window tinting or other treatments to windows or glass doors on a Lot or on any balcony or terrace forming part of a Lot (this does not include any curtain, blind or shutter).

(b) By-law 15.3 does not apply to prohibit the tinting to windows or glass doors of any Lot where that tinting existed as at the date of registration of the Strata Plan.

15.5 Curtains etc

Any curtain, blind, shutter or other treatment in a window or door, which faces public or common areas, must have a backing coloured white.

15.6 Balconies and terraces

Without limiting by-law 15.1, an Owner or Occupier:

(a) must not erect any walls, barriers, screens, blinds, wind breaks, sunscreens or similar items, or create by any other means an enclosure, around the balcony or terrace of the relevant Lot;

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(b) must ensure that any balcony or terrace furniture for the relevant Lot is of an appearance consistent with the standard of the Building;

(c) must not use any balcony or terrace for the relevant Lot as a storage space;

(d) may only use a barbeque of a type prescribed by the Owners Corporation from time to time;

(e) must not, when using a barbeque on the relevant Lot, unreasonably interfere with the use of and enjoyment of any other Lot by any other Owner or Occupier;

(f) must keep all internal gardens and balconies clean, tidy and well maintained; and

(g) must not place any item on the balcony or terrace that would pose a climbing hazard.

15.7 Security of items on balconies and terraces

(a) Owners and Occupiers of Lots must ensure that any furniture, possessions and other items on balconies and terraces are secured or safely stored in order to prevent any item from blowing away or falling from the relevant balcony or terrace. Without limitation:

(1) any umbrellas used must be weighted at the base;

(2) umbrellas must never be left up when the balcony or terrace is not in use or there are high winds; and

(3) all portable items should be removed from any balcony or terrace or stored securely when the balcony or terrace is not in use.

(b) Owners and Occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

15.8 Planter boxes

(a) To the extent that planter boxes are located:

(1) on a balcony or terrace which forms part of a Lot, the Owner or Occupier of that Lot must:

(A) properly maintain the soil and landscaping in the planter boxes;

(B) ensure the planter is regularly watered via the irrigation system (if provided);

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(C) maintain and repair the planter and associated irrigation system (if provided);

(D) when watering the plants or soil make sure that the water does not go on to Common Property or another Lot; and

(E) not change plant types to plant types that are materially different from the planting on visible balconies or terraces. (This is to maintain visual consistency and to prevent aggressive tree species causing damage to waterproofing).

(2) within Common Property which adjoins the balcony or terrace of a Lot:

(A) the Owners Corporation will maintain the soil and landscaping in the planter boxes; and

(B) the Owner or Occupier of the relevant Lot must not interfere with, damage or replace any of the contents of the planter boxes nor use the planter boxes for their own purposes as a garden.

(b) Should an Owner or Occupier fail to maintain the soil, soil condition, irrigation system (if provided) and/or plants in planter boxes as provided for in by-law 15.8(a)(1), the Owners Corporation has the right to enter the Lot and maintain and reinstate, at the cost of the Owner, the planter boxes, including all components to restore them to their original condition.

15.9 Landscaping

(a) 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.

(b) As a general rule, the style of the landscaping throughout the Building is specified and approved by Council and the nature and style of the landscaping should not be changed without Council approval.

15.10 Transmission devices

An Owner or Occupier must not install in the Building any radio or television aerial, satellite or any receiving or transmitting device, security device or associated wires.

15.11 Interference

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An Owner or Occupier must not operate from the Building any radio, transmitter, receiver, telecommunications device or electronic equipment that may interfere with any domestic appliance or apparatus lawfully in use on the Building.

16 Insurance premiums

16.1 Not to invalidate, etc

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, do or permit to be done anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

16.2 Increased premium

If pursuant to by-law 16.1 an Owner or Occupier does something which may increase the premium for any insurance policy effected by the Owners Corporation, then the Owner of the relevant Lot must:

(a) pay to the Owners Corporation that increase in premium within 5 Business Days after notification by the Owners Corporation that payment is required; and

(b) comply with any other reasonable condition imposed by the Owners Corporation in connection with providing its approval under by-law 16.1.

17 Carrying out of Major Building Work and Minor Renovations

17.1 Permitted Major Building Work - conditions

If an Owner or an Occupier (with the Owner's prior approval) wishes to carry out Major Building Work on the Lot relevant to the Owner or Occupier, and on so much of Common Property the use of which is reasonably necessary for the carrying out of the Major Building Work (Affected Common Property), the following conditions apply:

(a) each of the Owner and the Occupier indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of, or injury to, any person arising out of the carrying out of the Major Building Work contemplated by this by-law 17 and the use of the result of the Major Building Work;

(b) the Owner and the Occupier must ensure that neither the carrying out of the Major Building Work nor the use of the result of the Major Building Work:

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(1) damages, interferes with or interrupts any service lines, pipes or conduits whether Common Property or otherwise;

(2) damages or interferes with a wall or any other boundary between Lots; or

(3) voids any warranties to which the Owners Corporation or another Owner or Occupier is entitled;

(c) if any exhaust system is to be installed, including a kitchen exhaust hood, its size and type must be certified as appropriate by a qualified mechanical consultant; and

(d) the Owner or Occupier must, if required by law, obtain the consent of all relevant Authorities.

17.2 Obligations on Owner or Occupier

An Owner or an Occupier desiring to exercise rights under this by-law 17 must:

(a) before doing any Major Building Work:

(1) obtain from the Owners Corporation a by-law referred to in section 108 of the Strata Management Act or a common property rights by-law conferring a special privilege in respect of the Affected Common Property on the Owner or Occupier (if applicable);

(2) ascertain from the Building Manager or, if there is no Building Manager, the Strata Manager where service lines, pipes and conduits are located;

(3) arrange with the Building Manager or, if there is no Building Manager, the Strata Manager suitable times and means by which access to the Lot may be obtained for the purposes of the Major Building Work;

(4) if the Owners Corporation so requests provide a certificate from a structural engineer or a services engineer or both that the proposed Major Building Work will not have any adverse effect on Common Property or any Lot;

(5) if the Owners Corporation so requests, provide any further particulars of plans and specifications of any works proposed;

(6) if the Owners Corporation so requests, provide evidence of such insurances as the Owners Corporation reasonably requires in connection with the Major Building Work to be carried out;

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(7) if the Owners Corporation so requests, pay to the Owners Corporation in cleared funds a bond in an amount specified by the Owners Corporation (being no less than 10% of the cost of the Major Building Works) in accordance with by-law 17.3(a), which bond may be used by the Owners Corporation in accordance with by-law 17.3(b); and

(8) provide copies of all relevant Authority approvals required by law to the Owners Corporation;

(b) comply with the reasonable requirements of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(c) only use qualified, reputable and, where appropriate, licensed contractors who have been approved by the Owners Corporation;

(d) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager about the times and means by which access to the Lot is obtained and the Major Building Work is carried out;

(e) ensure that tradespeople and any persons involved in doing the Major Building Work comply with the reasonable requirements of the Building Manager or, if there is no Building Manager, the Strata Manager about the placement and storage of building materials and the erecting of any scaffolding;

(f) not damage Common Property, including service lines, pipes of conduits or interfere with, or interrupt them or any of them;

(g) do the Major Building Work properly and to the reasonable satisfaction of any relevant Authority and, in respect of any Common Property which is affected, to the reasonable satisfaction of the Owners Corporation;

(h) repair any damage caused to Common Property or the property of another Owner or Occupier;

(i) cause as little disturbance as is reasonably practicable to the Owners and Occupiers of other Lots; and

(j) at the completion of the Major Building Work, if the Owners Corporation so requests, provide a certificate from a qualified consultant, or consultants, that neither the

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carrying out of the Major Building Work nor the use of the result of the Major Building Work has:

(1) damaged or interfered with, or will damage or interfere with, any waterproofing membrane or other membrane installed in Common Property; and

(2) detrimentally affected, or will detrimentally affect, the acoustic insulation of the Lot.

17.3 Owners Corporation may prescribe hours for access and bond

(a) The Owners Corporation may, for the purposes of this by-law 17 at any time prescribe the days and hours of the day during which access to the Lot may be obtained for the carrying out of Major Building Work and the provision by the Owner or Occupier of an appropriate security bond, in accordance with by-law 17.2(a)(7).

(b) The Owners Corporation may apply all or any part of the bond to restoring or replacing any property of the Owners Corporation or any property of the Owner or Occupier of another Lot in the Strata Scheme which is damaged as a result of the Major Building Work. It may do so without prejudice to any other right that may arise by reason of the damage to the property.

(c) Where damage to any part of the Common Property or another Owner's Lot arises as a result of the Major Building Work, and the cost to repair such damage exceeds the bond amount and the proceeds of any insurance claim, the Owner or Occupier whose Major Building Work caused such damage must pay the excess amount to the Owners Corporation.

17.4 Responsibility regarding walls

The Owners Corporation is not responsible for, and is not required to reinstate, any wall that has been altered or removed by an Owner or Occupier. The Owners Corporation is not responsible for any wall that has been constructed or added by an Owner or Occupier, even if the wall has been constructed on a boundary of a Lot.

17.5 Minor Renovations

An Owner or Occupier must not carry out Minor Renovations unless the relevant Owner or Occupier:

(a) obtains the prior written consent of the Owners Corporation; and

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(b) ensures that any damage caused by carrying out the Minor Renovations under this by-law 17.5 is repaired to the reasonable satisfaction of the Owners Corporation and the relevant Authority (if applicable),

and by-laws 17.2(a)(4), 17.2(a)(6), 17.2(a)(8), 17.2(c), 17.2(i) and 17.2(j) apply with the necessary changes.

17.6 Standard of Major Building Works and Minor Renovations

All Major Building Works and Minor Renovations must be performed in a proper and workmanlike manner and must comply with all laws of any relevant Authority.

17.7 Delegation of minor renovations to the Strata Committee

The Owners Corporation delegates its functions under section 110 of the Strata Management Act to the Strata Committee.

18 Refurbishment of Common Property

In addition to its powers under the Strata Management Act and under other by-laws, the Strata Committee or Owners Corporation has the power to Refurbish the Common Property.

19 Rules

19.1 Owners Corporation may make Rules

In addition to its powers under the Strata Management Act and under other by-laws, the Owners Corporation and/ or the Strata Committee has the power under this by-law 19 to make rules about the control, management, operation, use and enjoyment of the Building generally and Common Property or a part of it, in particular (**Rules**).

19.2 Variation

The Strata Committee or Owners Corporation may vary Rules at any time.

19.3 Inconsistency

If a Rule is inconsistent with the Strata Management Act, any by-law or a requirement of an Authority, the Strata Management Act, the by-law or the requirement of an Authority, as the case may be, prevails to the extent of the inconsistency.

19.4 Binding

This is page 74 of a total of 79 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 93105 was affixed on the 3rd day of October 2017 in the presence of:

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

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Rules bind an Owner and Occupier and any person on the Building with the express or implied consent of an Owner or Occupier or the Owners Corporation.

20 Advertising

An Owner or Occupier must not, except with the prior approval of the Owners Corporation, erect, display, affix or exhibit in the Building any Advertising visible from any Lot or the Common Property or from outside the Building, including any "for sale" or "for lease" signage.

21 Work, health and safety

21.1 No hazard to be created

An Owner or Occupier of a Lot must not create any hazard that may breach work health and safety standards or cause a breach of such standards. This by-law refers to work health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW).

21.2 Included matters

This by-law 22 refers to matters like:

(a) safe balustrade heights;

(b) safe driving in car parks; and

(c) weight and positioning of planters on balconies.

21.3 Concerns

If an Owner or Occupier of a Lot has any concerns in relation to this by-law 22 it should discuss those concerns with the Building Manager or, if there is no Building Manager, the Strata Manager.

22 Provision of amenities or services

The Strata Committee may 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 of one or more of the Lots.

23 Security

This is page 75 of a total of 79 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 93105 was affixed on the 3rd day of October 2017 in the presence of:

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23.1 Owners Corporation responsibility

The Owners Corporation must take reasonable steps to:

(a) stop intruders coming into the Building; and

(b) prevent fires and other hazards.

23.2 Security systems

The Owners Corporation will install and operate in the Common Property audiovisual security cameras and other audiovisual surveillance equipment for the security of the Building, and make arrangements with third parties about the installation and maintenance of such equipment.

23.3 No interference

An Owner or Occupier must not:

(a) interfere with the security equipment installed by the Owners Corporation; or

(b) do anything that might prejudice the security or safety of the Building, the Common Property or its occupants.

23.4 Fire and security doors

An Owner or Occupier must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

23.5 Cost of fire services

An Owner or Occupier must reimburse the Owners Corporation for all costs (including any fees charged by an Authority or fire monitoring service) associated with a false alarm from a fire alarm system for the Building where the cause of the false alarm was due to an act or omission of that Owner or Occupier.

23.6 Fire control

(a) An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

(b) The Owners Corporation or an Owner or Occupier of a Lot must, in respect of the Building or the Lot, as appropriate:

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(1) consult with any relevant Authority as to an appropriate fire alarm and fire sprinkler system for the Building or the Lot;

(2) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Building or the Lot to the satisfaction of all relevant Authorities; and

(3) take all reasonable steps to ensure compliance with fire laws in respect of the Building or the Lot.

(c) An Owner or Occupier of a Lot must not interfere with the fire stair door operation or any door alarm system.

(d) An Owner or Occupier of a Lot must ensure that any key to the Lot is compatible with the master key system (if any) for the Building to allow access to the Lot during emergencies by emergency services and personnel of the Owners Corporation and the Building Manager or, if there is no Building Manager, the Strata Manager.

23.7 Fire Inspections

(a) An Owner or Occupier must cooperate with the Owners Corporation and its agents with regard to annual fire inspections of the Lot.

(b) If an Owner or Occupier does not comply with by-law 24.7(a) and a reinspection is required, the Owners Corporation may pay the cost of reinspection and recover this amount as a debt due from the Owner.

24 Security keys and alarms

24.1 Owners Corporation to issue

The Owners Corporation will make available to Owners and Occupiers not less than one set of Security Keys necessary to enable Owners and Occupiers to access the Building for the purpose of passing over Common Property and car parking driveways as necessary to access their Lot.

24.2 Fee

The Owners Corporation may charge a fee for the provision of any additional Security Keys as determined by the Strata Committee or Owners Corporation from time to time. The Owners Corporation may limit the number of Security Keys that may be issued to an Owner or Occupier as determined by the Strata Committee or Owners Corporation from time to time.

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24.3 Owner and Occupier responsibilities

Each Owner and Occupier to whom a Security Key is made available must:

(a) exercise a high degree of caution and responsibility in making Security Keys available for use by other persons;

(b) not duplicate or permit any Security Key to be duplicated;

(c) take all reasonable steps to ensure that Security Keys are not lost;

(d) immediately notify the Owners Corporation if a Security Key is lost, stolen or damaged; and

(e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Key.

24.4 Alarms

The Strata Committee or Owners Corporation must not unreasonably withhold consent to an application by an Owner or Occupier to install a security alarm on its Lot if:

(a) the alarm has "back to base" facilities;

(b) the alarm is silent or, if the alarm has an audible shrieker, the sound from that shrieker is directed and emitted into the residential component of the relevant Lot only; and

(c) the alarm does not have flashing lights or, if the alarm does have flashing lights, those flashing lights are not visible from outside the Lot.

24.5 Additional or replacement Security Keys

An Owner or Occupier may obtain additional or replacement Security Keys by contacting the Building Manager or, if there is no Building Manager, the Strata Manager and by-law 25.3(e) applies.

25 Restricting access

25.1 General provisions

The Strata Committee or Owners Corporation may for security reasons or effective control and management of the Building:

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(a) close off or restrict access to parts of Common Property which are not required for access to any Lot except those parts of Common Property if any, that are subject to an easement for public access or exclusive use rights; and

(b) restrict, by security device, access to levels in the Building where an Owner and Occupier does not own or occupy a Lot or have exclusive use rights or special privilege over Common Property.

25.2 Access to the roof of the Building

The Owners Corporation and/ or the Strata Committee may prohibit access to the roof of the Building by any person (whether an Owner or an Occupier) unless that person has the prior consent of the Building Manager or, if there is no Building Manager, the Strata Manager.

26 Notice board

The Owners Corporation may cause a notice board to be affixed to some part of the Common Property.

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Names: FIONA MAK .....
Signatures.....
.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal.

THE OWNERS STRATA PLAN 93105 Common Seal

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Approved Form 10

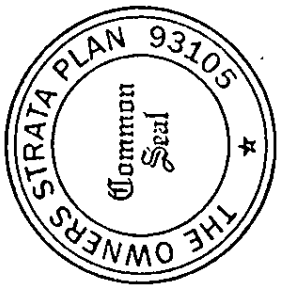
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

THE COMMON SEAL by **THE OWNERS - STRATA PLAN NO. 93105** was hereunto affixed on the 3rd day of October 2017 in the presence of being the person(s) authorised by Section 273 of the *Strata Schemes Management Act* 2015 to attest the affixing of the seal:



.....

FIONA MAK

.....

Print name

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au

GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

SUCCESS CONVEYANCING SERVICES
PO BOX K8
HAYMARKET NSW 1240

PLANNING CERTIFICATE

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

Applicant:	SUCCESS CONVEYANCING SERVICES
Your reference:	19342
Address of property:	72 Macdonald Street , ERSKINEVILLE NSW 2043
Owner:	THE OWNERS - STRATA PLAN NO 93105
Description of land:	Lots 1-197 SP 93105, Lot 100 DP 1215659
Certificate No.:	2019314572
Certificate Date:	19/11/19
Receipt No:	0146337
Fee:	$53.00
Paid:	19/11/19

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

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

CERTIFICATE ENQUIRIES:
Ph: 9265 9333
Fax: 9265 9415

Sydney2030/Green/Global/Connected

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

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).

DEVELOPMENT CONTROLS

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

ZONING

Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone
• To provide a mixture of compatible land uses.
• To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
• To ensure uses support the viability of centres.

2 Permitted without consent
Home occupations

3 Permitted with consent
Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited
Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

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

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

Planning Proposal Serviced Apartments: Amendment of the following Local Environmental Plans.

- **Sydney Local Environmental Plan 2012;**
- **Sydney Local Environmental Plan 2005;**
- **Sydney Local Environmental Plan (Green Square Town Centre) 2013; and**
- **Sydney Local Environmental Plan (Green Square Town Centre Stage 2) 2013.**

This Planning Proposal explains the intent of, and justification for the proposed amendment to ensure State Environmental Planning Policy No. 65 (SEPP 65) and the Apartment Design Guide provisions apply to serviced apartments.

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)
This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

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

STATE PLANNING INSTRUMENTS

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

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land
This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage
This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)
The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005
This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.
NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007
This Policy aims to facilitate the effective delivery of infrastructure across the state.
NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009
Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010
The aims of this Policy are as follows:
(a) to establish the process for assessing and identifying sites as urban renewal precincts,
(b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
(c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011
The aims of this Policy are as follows:
(a) to identify development that is State significant development,
(b) to identify development that is State significant infrastructure and critical State significant infrastructure,
(c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
The aims of this Policy are:
(a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
(b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018
The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the Coastal Management Act 2016, including the management objectives for each coastal management area, by:
(a) managing development in the coastal zone and protecting the environmental assets of the coast, and

(b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
(c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the Coastal Management Act 2016.

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment:
to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

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

This SEPP does not apply to the land.

(3) Complying Development
(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4),1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General Housing Code & Commercial and Industrial (New Buildings and Additions) Code

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

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	**NO**
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*.	**NO**
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	**NO**
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	**NO**
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	**NO**
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	**NO**
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	**NO**
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	**NO**
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	**NO**
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies only to the General Housing Code)	**NO**
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	**NO**
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	**NO**

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

Commercial and Industrial Alterations Code

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

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

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

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

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

Low Rise Medium Density Housing Code
This Code does not apply to this Local Government Area.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

(a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and

(b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

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

▪ Central Sydney Development Contributions Plan 2013 – in operation 9th July 2013	**NO**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**YES**
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1)The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:
affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.
building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:
Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION 121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 may be applied for at Sydney City Council.

Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

General Enquiries:
Telephone: 02 9265 9333

Town Hall House
Level 2
Town Hall House

456 Kent Street
Sydney
8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF SYDNEY SUBURB OF ERSKINEVILLE SSD 1009007

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠ P	P. Trap
□ Chr	Chamber	■ R	Reflux Valve
● LH	Lamphole	⌔	Cleaning Eye
⌘	Boundary Trap	● Vert	Vertical Pipe
⊛	Inspection Shaft	IP	Induct Pipe
■ Pit	Pit	MF	Mica Flap
⊟ G	Grease Interceptor	● RP	Rodding Point
⊠	Gully	∠	Sloped Junction
⊙ TMS	Terminal Maint. Shaft	-O-	Vertical Junction
⊙ MS	Maintenance Shaft	-⊣-	On back Junction

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bid	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

O SVP Soil Vent Pipe O WS Waste Stack

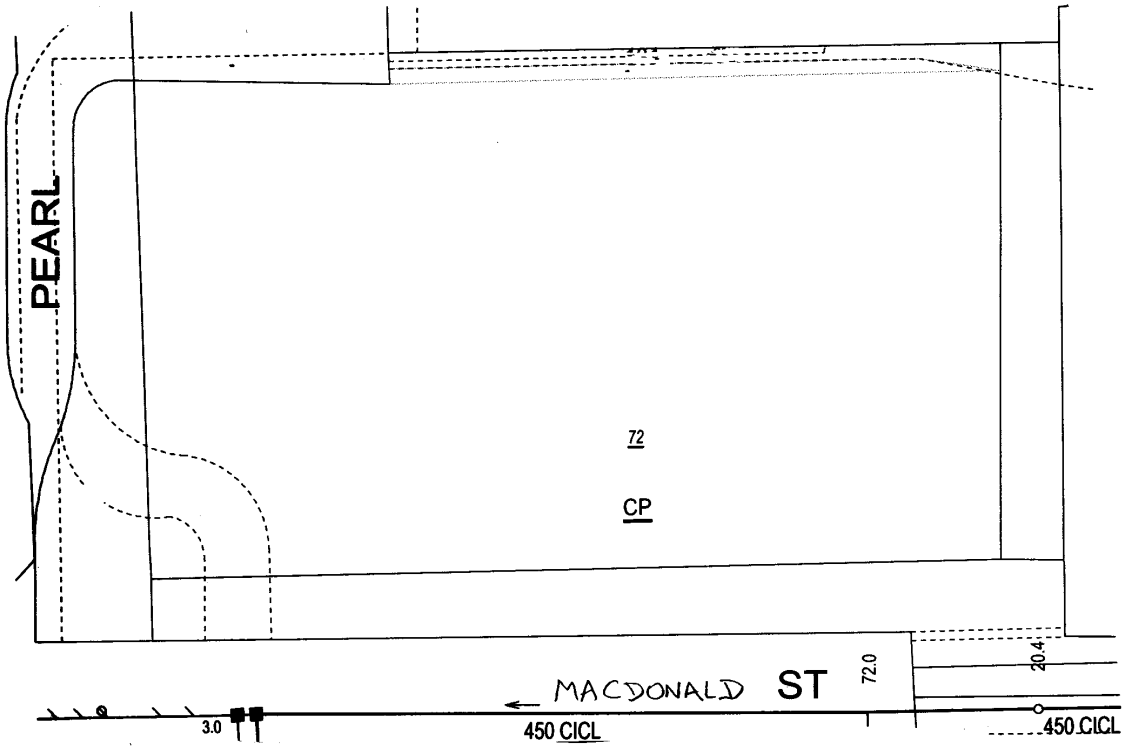
E ELEC.	
Pump Unit	
Boundary Valve	
PRV Boundary Valve with PRV	
A	Alarm Control Panel
	LP Stop Valve
	LP Air Valve
	LP Reducer
	HSV Flow Monitor
	Vaccuum Chamber
FP	Flushing Point

Scale: Approx 1:~~500~~ 750 Distances/depths in metres Pipe diameters in millimetres Boundary Trap IS required

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existance and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines in recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



Connection Date:

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

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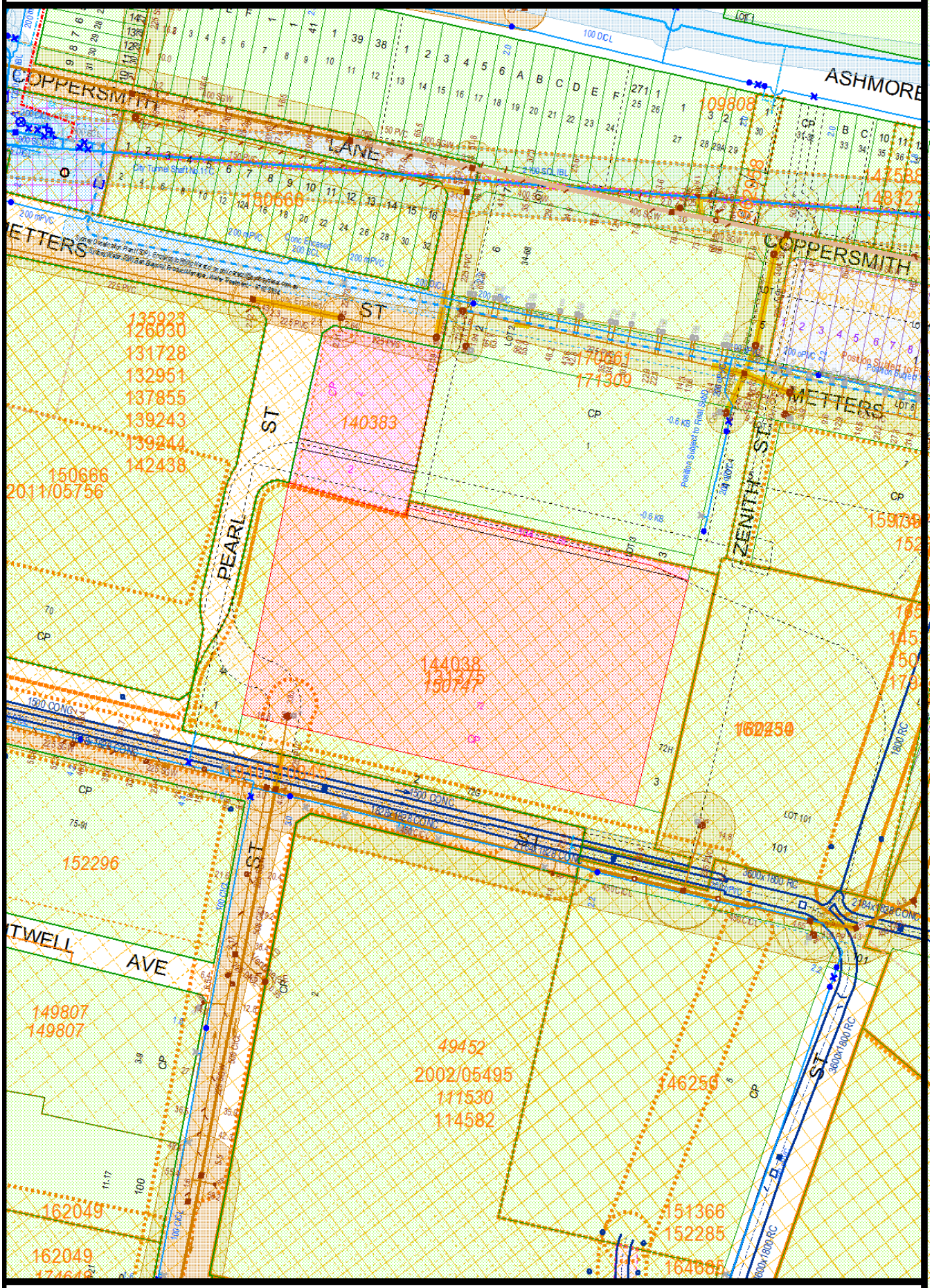

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.