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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Longevity Investment Group** **Suite 503, 580 George Street, Sydney NSW 2000** **Email: catherine.dai@lgvt.com.au**	**Phone: 02 9763 1126** **Fax: 02 9763 2869** **Ref: Catherine Dai**
co-agent		
vendor	**Chi Chung Wong**	
vendor's solicitor	**C&L Solicitors Pty Ltd** **Suite 605-606, 431 Sussex Street, Sydney NSW 2000** **PO Box K888, Haymarket NSW 1240** **Email: info@clsolicitors.com.au**	**Phone: 61-2-9211 8200** **Fax: 61-2-9211 8255** **Ref: JL:DC:8640-25**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**The Banks, 804/2 Chapel Street, Rockdale NSW 2216** **Lot 97 in Strata Plan 100561** **Folio Identifier 97/SP100561**	
	☐ 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	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

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

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

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

buyer's agent

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

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SIGNING PAGE

The Banks, 804/2 Chapel Street, Rockdale NSW 2216

<table>
<tr><td>VENDOR</td><td>PURCHASER</td></tr>
<tr><td>Signed by

_____
Chi Chung Wong</td><td>Signed by

_____
Purchaser

_____
Purchaser</td></tr>
<tr><td></td><td>PURCHASER (COMPANY)</td></tr>
<tr><td></td><td>Signed by _____
in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:

_____ _____
Signature of authorised person Signature of authorised person
_____ _____
Name of authorised person Name of authorised person
_____ _____
Office held Office held</td></tr>
<tr><td>GUARANTOR WITNESS</td><td>GUARANTOR</td></tr>
<tr><td>In the presence of

_____
Witness
Name:
Address:</td><td>Signed by

_____
Guarantor</td></tr>
</table>

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgement Network (ELN)* (clause 4):		
Manual transaction (clause 30)	☒ NO	☐ yes (if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)	☒ NO	☐ yes	(if yes, vendor must provide details)

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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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 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 occupation certificate
- ☒ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☒ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☒ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off-the-plan contract
- ☐ 59 other document relevant to off-the-plan contract

Other

- ☐ 60

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

Strata Sense Pty Ltd
Suite 903 418a Elizabeth Street, Surry Hills NSW 2010
Ph 1300 859 044

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SECTION 66W CERTIFICATE

Vendor: Chi Chung Wong ("the Vendor")

Purchaser: ("the Purchaser")

Property: The Banks, 804/2 Chapel Street, Rockdale NSW 2216 ("the Property")

I,

Solicitor/Barrister/Licensed Conveyancer certify as follows:-

(a) I am a Solicitor/Barrister/Licensed 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 the sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.

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

(d) I have explained to the Purchaser

(i) the effect of the contract for the purchase of that property;

(ii) the nature of this Certificate;

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

Dated:_____

Signed_____

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

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

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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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:

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
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;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
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);
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;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
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*;
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*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being 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*;
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);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW 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);
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*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
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;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
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;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
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 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to $2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

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

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

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

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

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

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

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

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

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

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

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

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

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

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

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

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

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

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

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

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

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

14.5 The *parties* must not adjust any first home buyer choice property tax.

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

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

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

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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

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

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

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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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 –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

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

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

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

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

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

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

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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SPECIAL CONDITIONS

1. Special condition to prevail

In the event of any inconsistency between the following special conditions and the standard conditions of this contract the special conditions shall prevail.

2. Capacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity had this Clause not been included herein should:

2.1. either party (or one of them if there be more than one) (the "First Party") prior to completion die or become mentally ill, then the other party may rescind this Contract by notice in writing forwarded to the solicitor named as the First Party's solicitor in this Contract and thereupon the within Contract shall be at an end and the provisions of General Condition 19 shall apply.

2.2. The Purchaser prior to completion be declared bankrupt or enter into a scheme or may any assignment for the benefit of creditors, or being a Company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors or should any liquidator, receiver, administrator or official manager be appointed in respect of the Purchaser then the Purchaser shall be deemed to be in default hereunder.

3. Purchaser's acknowledgments

The Purchaser acknowledges and agrees that:

3.1. The Purchaser does not rely in this Contract upon any warranty, statement or representation made by the Vendor or given by the Vendor or on behalf of the Vendor but has relied entirely upon the Purchaser's own enquires and inspections made before entering into this Contract. The warranty, statement or representation referred to in this special condition shall include but not limited to anything in respect of the potential development of the land the subject of this Contract.

3.2. The Purchaser is purchasing the property including any improvements, fences and chattels in its present condition and state of repair with all faults and defects, if any, whether latent or patent, and subject to any infestation and dilapidation and the Purchaser has inspected the same and that the Vendor has not nor has anyone on the Vendor's behalf made any representations in respect of the same and accordingly the Purchaser shall not be entitled to make any objection, claim or requisition, delay completion, rescind or terminate in respect thereof. The Purchaser shall not require the Vendor to carry out any work on the property or any improvement after the date of contract;

3.3. The Purchaser take title to the property subject to the existing or proposed water, sewerage and drainage, gas, electricity, telephone and/or other installations or services if any and shall not make any objection, claim or requisition, delay completion, rescind or terminate in respect of the nature, location, availability or non-availability of any such service;

3.4. The Purchaser warrants that the Purchaser will predominantly use the property for residential purposes. In the event that the Vendor's supply of this property is a taxable supply due substantially to the Purchaser's use of the property, the Purchaser shall, upon demand by the Vendor, pay to the Vendor, in addition to the Price, the amount of GST and any interest and

fines payable by the Vendor in relation to the supply of this property. This Special Condition 3.4 does not merge on completion.

3.5. The Vendor does not hold a Building Information Certificate in respect of the property. The Purchaser will make no objection requisition or claim for compensation, or claim any right to rescind, terminate or delay completion in relation to the non-existence of a Building Information Certificate nor shall the purchaser require the Vendor to apply for such a Certificate from the Council nor shall the purchaser require the Vendor to provide the Purchaser with a Building Information Certificate;

3.6. If the Purchaser applies for a Building Information Certificate before completion and the Council makes a work order, refuses to issue the certificate for any reason or informs the Purchaser of work to be done before it will issue the certificate, then:

3.6.1. the Purchaser must not require the Vendor to comply with the work order, remedy the reason, or do the work;
3.6.2. the Purchaser must not make a requisition, or claim or attempt to delay completion or attempt to rescind or terminate because of any matter referred to in or arising out of this special condition 3; and
3.6.3. the Purchaser indemnifies the Vendor against any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the Purchaser applying for a Building Information Certificate, and any work order, notice or requirement of the Council arising from that application. This provision shall not merge on completion, rescission or termination of this Contract.

4. Notice to complete

4.1. Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the Vendor and the Purchaser that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion.

4.2. The party serving a notice to complete shall be entitled to withdraw the notice and issue further notices to complete.

5. Late completion

If completion does not take place on or before the completion date and provided that the delay in completion is not caused by the Vendor,

5.1. the Purchaser shall pay to the Vendor, as a reasonable pre-estimate of the loss likely to be suffered by the Vendor due to the delay, interest at a rate of ten percent (10%) per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the completion date to the date completion actually takes place both dates inclusive (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion; and

5.2. the Purchaser agrees to pay an adjustment on settlement in the sum of $440.00 including GST representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving a Notice to Complete upon the Purchaser.

6. Purchaser's warranty

The Purchaser warrants that he was not introduced to the property or to the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale other than the Vendor's agent, if any, described hereinbefore mentioned. The Purchaser shall indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of the breach by the Purchaser of this warranty and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor. This clause shall not merge on completion of this Contract.

7. Stamp duty

The Purchaser shall pay all stamp duties (including penalties and fines) which are payable in connection with this agreement and shall indemnify and keep indemnified the Vendor against any liabilities which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Commissioner for Stamp Duties in relation to those duties. This condition shall not merge or be extinguished on completion of this Contract.

8. Guarantee and Indemnity

8.1. This clause applies if the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange).

8.2. If the corporation is a single director corporation, that director shall be called the guarantor.

8.3. If the corporation has more than one director, at least two natural persons over the age of 18 years who are directors of the corporation shall be called the guarantor.

8.4. It is an essential term of this Contract that the purchaser must procure the guarantor to execute this Contract so as to provide this guarantee and indemnity.

8.5. In consideration of the Vendor entering into the Contract at the guarantor's request, the guarantor guarantees to the vendor:-

8.5.1. the due and punctual payment of all monies payable by the purchaser under this Contract; and

8.5.2. the due and punctual performance of all of the purchaser's other obligations on its part to be performed under this Contract.

8.6. The guarantor jointly and severally by execution of this guarantee and indemnity:-

8.6.1. indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of the purchaser's obligations under this Contract; and

8.6.2. agrees to pay on demand any money due to the vendor under this indemnity.

8.7. The guarantor is jointly and severally liable with the purchaser to the vendor for:-

8.7.1. the performance by the purchaser's obligations under this Contract; and

8.7.2. any damage incurred by the vendor as a result of the purchaser's failure to perform the purchaser's obligation under this Contract or the termination of this Contract by the vendor.

8.8. The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the vendor in respect of the Vendor's exercise or attempted exercise of any right under this guarantee and indemnity.

8.9. The guarantor's obligations under this clause are not released, discharged or otherwise affected by:-

8.9.1. the granting of any time, waiver, covenant not to sue or other indulgence;
8.9.2. the release or discharge of any person;
8.9.3. an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
8.9.4. any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
8.9.5. payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
8.9.6. the winding up of the purchaser or the appointment of a Receiver or Receiver and Manager or a Scheme Manager or an Administrator or a Controller of the assets of the purchaser.

8.10. This clause shall not merge upon completion of this Contract and shall ensure for the benefit of the Vendor.

9. Amendments to printed conditions

This Contract is varied by:

9.1. deleting General Condition 5.1.
9.2. substituting "0.1%" in place of "5%" in General Condition 7.1.1.
9.3. substituting "0.1%" in place of "10%" in General Condition 7.2.1.
9.4. deleting "and the costs of the purchaser" in General Condition 7.2.4.
9.5. deleting "on reasonable grounds" in General Condition 8.1.1.
9.6. deleting the words from "that" to "grounds" inclusive in General Condition 8.1.2.
9.7. substituting "existence" in place of "substance" in each occurrence in General Condition 10.1.8 and 10.1.9.
9.8. deleting General Condition 13.8 and 13.13.
9.9. deleting "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but" and "any other" in General Condition 14.4.
9.10. deleting General Condition 14.4.2 and substituting therein "by adjusting the amount that was paid or is payable for the year."
9.11. deleting General Condition 14.8.
9.12. adding "and due" after "determined" in General Condition 23.6.1.
9.13. adding "other" after "all" and deleting "determined after the contract date" in General Condition 23.6.2.
9.14. deleting General Condition 23.9.
9.15. deleting "at least 7 days before the date for completion" in General Condition 23.13.
9.16. deleting "The purchaser does not … apply to this provision" in General Condition 23.14.
9.17. deleting General Condition 23.17.
9.18. inserting "not" in front of the word "paid" in General Condition 24.1.1 and deleting General Condition 24.1.2.
9.19. deleting General Condition 31.2.

10. Re-arrangement of settlement

In the event settlement does not take place at the scheduled date due to default of the Purchaser or their mortgagee, in addition to any other monies payable by the Purchaser on completion of the Contract, the Purchaser must pay an additional $110.00 (GST inclusive) on settlement for each of such delay, to cover the legal costs and other expenses incurred as a consequence of the delay.

11. Auction

11.1. If this sale is by way of auction, then this special condition shall apply.

11.2. The principal's reserve price must be given in writing to the auctioneer before the auction commences.

11.2.1. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely in the number of bids that may be made by or on behalf of the seller.
11.2.2. The highest bidder is the purchaser, subject to any reserve price.
11.2.3. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
11.2.4. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
11.2.5. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
11.2.6. A bid cannot be made or accepted after the fall of the hammer.
11.2.7. As soon as practicable after the fall of the hammer the purchaser is to sign the contract (if any) for sale.

11.3. The following conditions, in addition to those prescribed by special condition 11.2, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

11.3.1. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
11.3.2. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
11.3.3. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

12. Finance

The purchaser warrants to the vendor that:-

12.1. the purchaser either holds a current loan approval in the amount and upon terms which the purchaser considers reasonable, satisfactory and sufficient to enable the purchaser to complete this contract for sale by the completion date in accordance with the terms of this contract; or

12.2. the purchaser does not require finance to complete this contract, as the case may be.

12.3. the purchaser acknowledges that the vendor relies upon this warranty in entering into this contract and that the vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty; and

12.4. the purchaser acknowledges that the purchaser will remain liable to the vendor for all damages arising from a breach of this warranty notwithstanding any rights which the purchaser may have pursuant to the provisions of the Uniform Credit Code.

13. FIRB

13.1. The purchaser represents and warrants that the purchaser has made and obtained all necessary enquiries and advice and is satisfied that the purchaser can purchase the property under FIRB.

13.2. The purchaser warrants to the vendor that the purchaser can purchase the property under FIRB legislation and regulations and acknowledges that the vendor relies on the purchaser's warranty. The purchaser's warranty is an essential term of this contract.

13.3. The purchaser indemnifies the vendor in respect of any loss, damages, liability or costs suffered or incurred by the vendor arising from a breach of the purchaser's warranty in this clause.

14. Entire agreement

The purchaser acknowledges and agrees that the conditions contained herein constitute the entire agreement between the vendor and the purchaser.

15. Dealings & charges

The parties agree that the vendor is not required to remove any charge on the land or mortgages caveats or other dealings under the title of the land prior to completion. The vendor shall provide to the purchaser on completion removal of caveat or discharge of mortgages if applicable and allow to the purchaser fees for the registration of the same. The vendor shall not be deemed unwilling or unable to complete the contract for the purpose of serving a Notice to Complete for any un-removed charge on the land or mortgages caveats or other dealings under the title.

16. Requisitions

The parties agree that the only form of requisition that the purchase may serve under clause 5 shall be the form as annexed herein.

17. Payment of land tax on completion

The Vendor may elect to pay any outstanding land tax on completion. The parties acknowledge that the requirement of Standard Clause 16.4 shall be deemed to have been satisfied if the Vendor includes in the payment directions a payment to the Revenue NSW for the amount of outstanding land tax payable in order to obtain a land tax clearance certificate. The Purchaser shall make no objection, requisition or withhold any amount or delay settlement in relation to the land tax. This special condition does not merge on completion.

18. Lease

18.1. The property is subject to the Lease/Tenancy Agreement annexed herein ("the existing lease"), the benefit of which shall be given to the Purchaser at the date of completion.

18.2. The Purchaser acknowledges that prior to entering into this contract, he has inspected the existing lease and shall not be entitled to make any objection, requisition or claim for compensation, or claim to be entitled to terminate or rescind in respect of any term or condition thereof or any matter arising therefrom.

18.3. The Purchaser undertakes that as from the date of completion of this contract he will observe and perform the obligations of the Vendor as lessor in accordance with the terms and

conditions of the existing lease and hereby indemnities the Vendor against any claim which may be made against the Vendor or predecessor in title by any leasee or tenant for failure on the part of the Purchaser or any successor in title to observe and perform such obligations.

18.4. The Purchaser shall not be entitled to make any objection, requisition or claim for compensation, or claim to be entitled to terminate or rescind should it be found that at the date of completion the existing lease has been varied or there is any default thereunder by the Lessee or that the Lessee has vacated or given notice to vacate the premises.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
   (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the property for land tax purposes for the current year?
    (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
    (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

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(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. In relation to any swimming pool on the property or the parcel:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
- (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
- (c) Is the vendor aware of:
  - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  - (iii) any latent defects in them?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
  - (i) any resumption or acquisition or proposed resumption or acquisition?
  - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  - (v) any realignment or proposed realignment of any road adjoining them?
  - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 97/SP100561

SEARCH DATE	TIME	EDITION NO	DATE
26/9/2025	1:38 PM	3	7/7/2020

LAND

LOT 97 IN STRATA PLAN 100561
AT ROCKDALE
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

CHI CHUNG WONG (T AQ230329)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100561
2 AQ230330 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CLSOL-DAVIDC-8640-25 PRINTED ON 26/9/2025

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Date and Time of Search: Fri Sep 26 13:38:24 2025
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LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100561

SEARCH DATE	TIME	EDITION NO	DATE
26/9/2025	1:39 PM	6	29/8/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100561
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROCKDALE
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100561

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100561
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA SENSE
PO BOX 1115
SURRY HILLS NSW 2010

SECOND SCHEDULE (23 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 SP100561 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP100561
3 SP100561 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
4 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
5 AN747533 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
6 AQ25106 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO.77263 DESIGNATED (W) TOGETHER WITH EASEMENTS (LIMITED IN STRATUM) DESIGNATED (U), (X), (Y) AND (Z) IN DP1260193. EXPIRES: 7/4/2070. OPTION OF RENEWAL: 25 YEARS.
7 DP1259032 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
8 DP1259032 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1259032 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
10 DP1259032 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100561 PAGE 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

11 DP1259032 EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12 DP1259032 EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
13 DP1259032 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14 DP1259032 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
15 DP1259032 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
16 DP1259032 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
17 DP1259032 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
18 DP1259032 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
19 DP1259032 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
20 DP1259032 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (C1) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21 DP1259032 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (C2) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
22 AR496145 INITIAL PERIOD EXPIRED
23 AU324453 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 100561

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	103	2	95	3	96	4	65
5	84	6	96	7	98	8	69
9	95	10	71	11	83	12	88
13	89	14	70	15	99	16	104
17	96	18	97	19	65	20	85
21	97	22	99	23	70	24	96

25 - 72	26 - 83	27 - 86	28 - 90
29 - 71	30 - 100	31 - 98	32 - 88
33 - 88	34 - 66	35 - 86	36 - 90
37 - 92	38 - 66	39 - 78	40 - 84
41 - 88	42 - 90	43 - 72	44 - 100
45 - 99	46 - 89	47 - 85	48 - 67

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100561 PAGE 3

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

STRATA PLAN 100561

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49	86	50	63	51	78	52	91
53	89	54	90	55	72	56	101
57	99	58	90	59	89	60	69
61	90	62	63	63	79	64	92
65	90	66	91	67	73	68	104
69	100	70	91	71	88	72	70
73	91	74	66	75	80	76	93
77	91	78	92	79	74	80	103
81	101	82	91	83	90	84	70
85	90	86	65	87	81	88	94
89	91	90	93	91	75	92	108
93	102	94	92	95	89	96	71
97	92	98	66	99	82	100	76
101	92	102	93	103	76	104	106
105	102	106	85	107	92	108	72
109	91	110	70	111	82	112	76
113	93	114	94	115	72	116	109

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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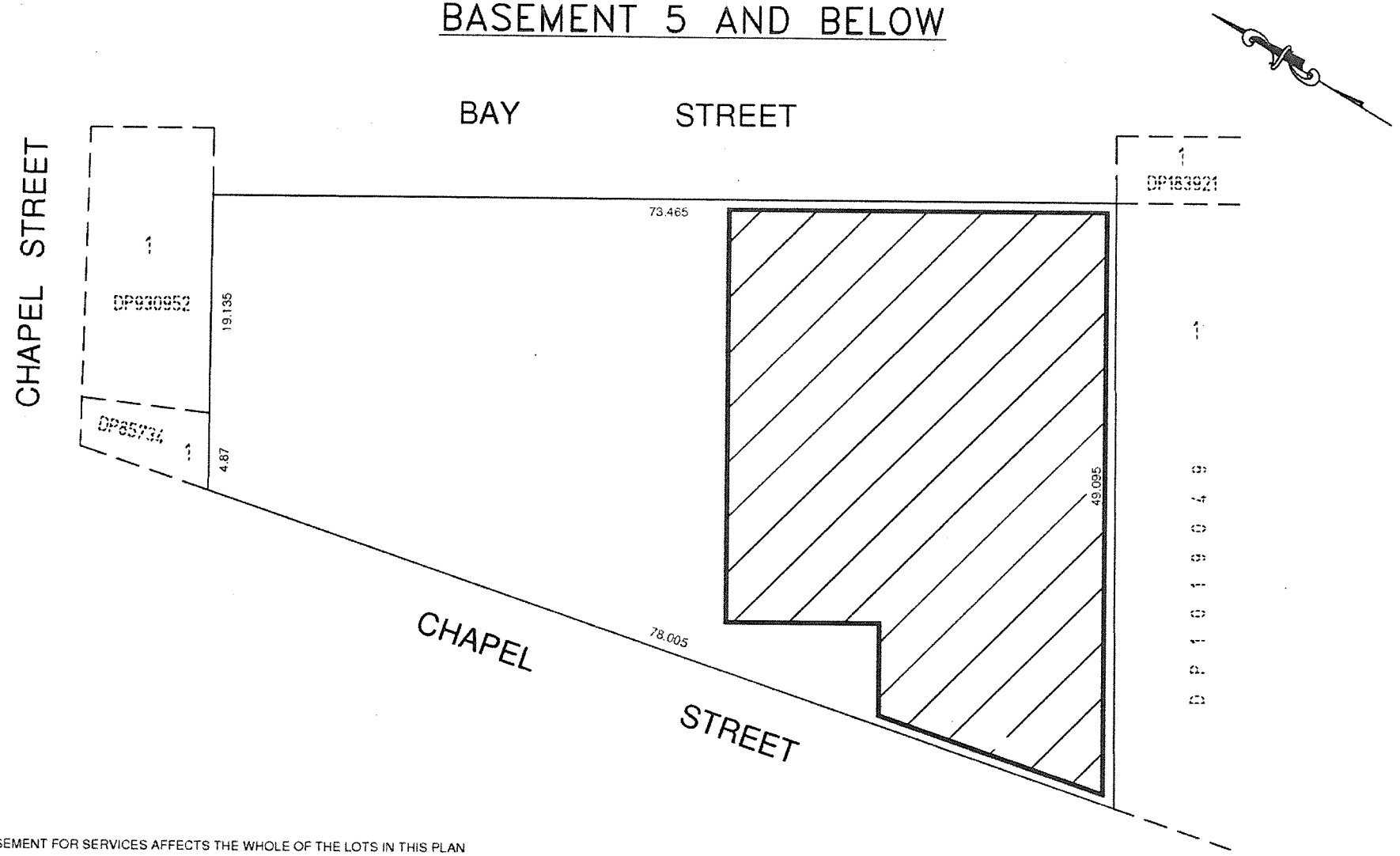
BASEMENT 5 AND BELOW



EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR	PLAN OF:	LGA:	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 1 IN DP1259032	BAYSIDE		SP100561
DATE: 13-03-2020		LOCALITY: ROCKDALE	23/04/2020	
REFERENCE: 2530-15SP-C1		Reduction Ratio: 1 : 300		
		Lengths are in metres		

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:1 of 33
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Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:2 of 33
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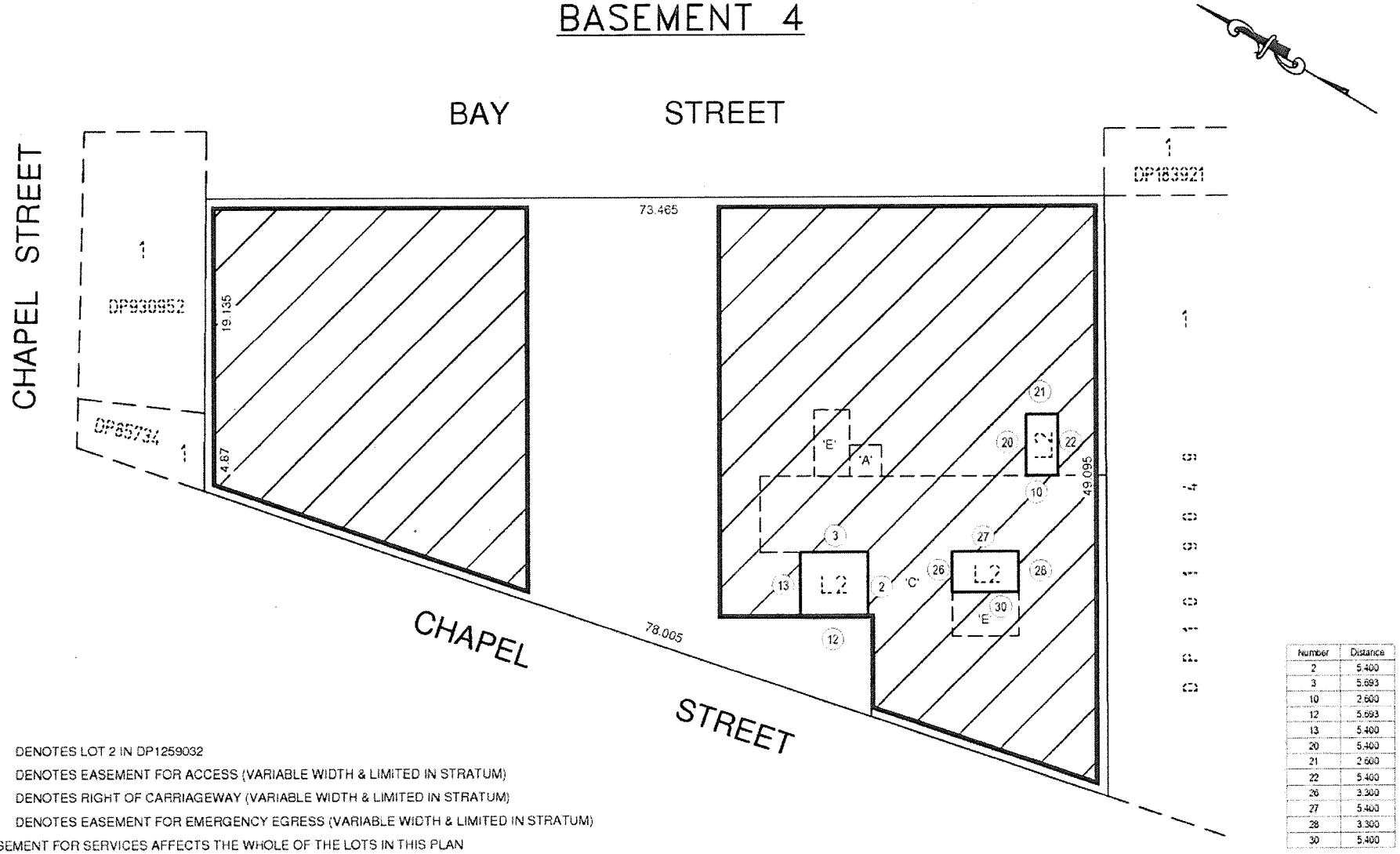
BASEMENT 4

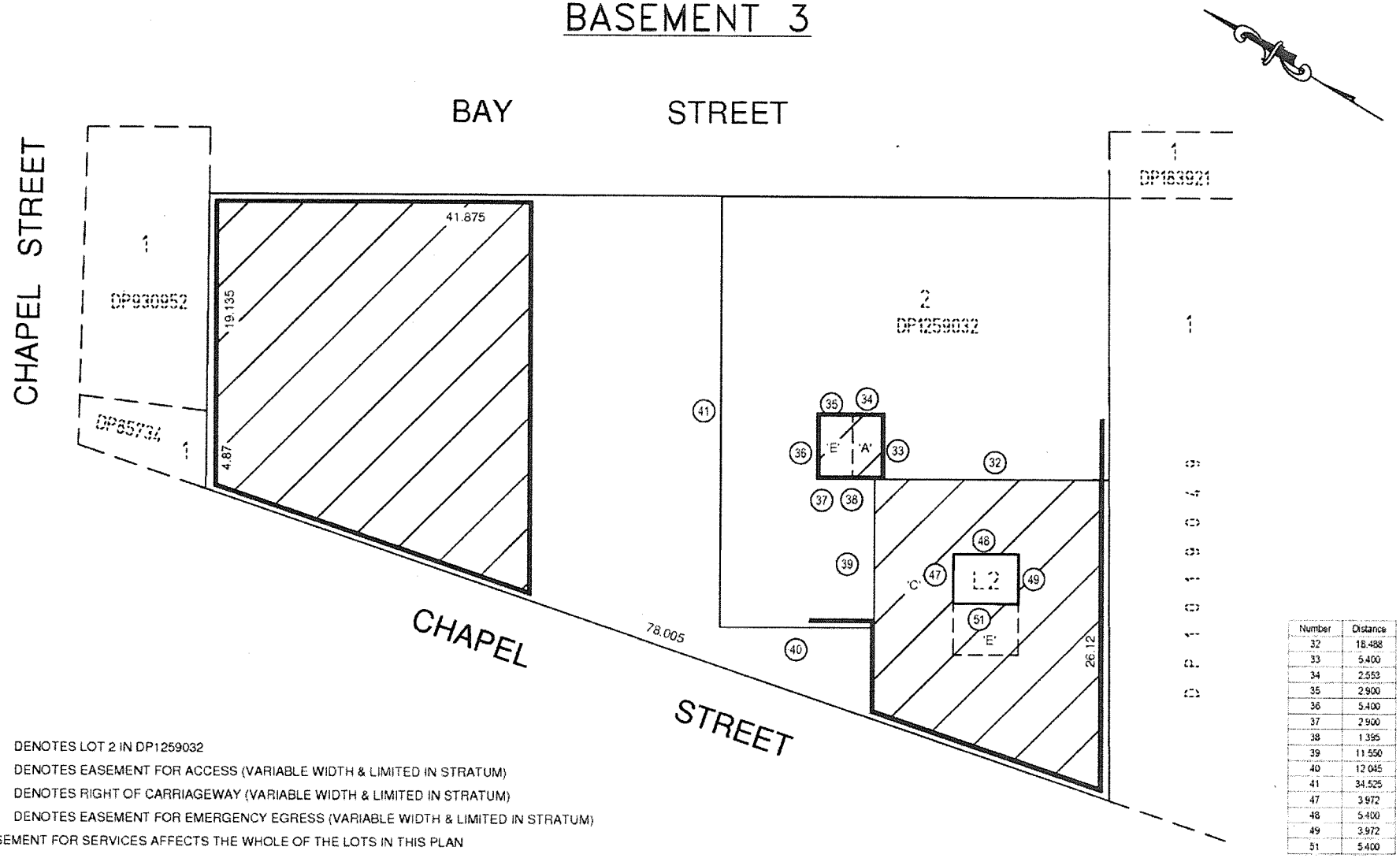


Number	Distance
2	5.400
3	5.693
10	2.600
12	5.693
13	5.400
20	5.400
21	2.600
22	5.400
26	3.300
27	5.400
28	3.300
30	5.400

L2 DENOTES LOT 2 IN DP1259032
'A' DENOTES EASEMENT FOR ACCESS (VARIABLE WIDTH & LIMITED IN STRATUM)
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH & LIMITED IN STRATUM)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS (VARIABLE WIDTH & LIMITED IN STRATUM)
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 300 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

BASEMENT 3



Number	Distance
32	18.488
33	5.400
34	2.553
35	2.900
36	5.400
37	2.900
38	1.395
39	11.550
40	12.045
41	34.525
47	3.972
48	5.400
49	3.972
51	5.400

L2 DENOTES LOT 2 IN DP1259032
'A' DENOTES EASEMENT FOR ACCESS (VARIABLE WIDTH & LIMITED IN STRATUM)
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH & LIMITED IN STRATUM)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS (VARIABLE WIDTH & LIMITED IN STRATUM)
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 300 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:3 of 33
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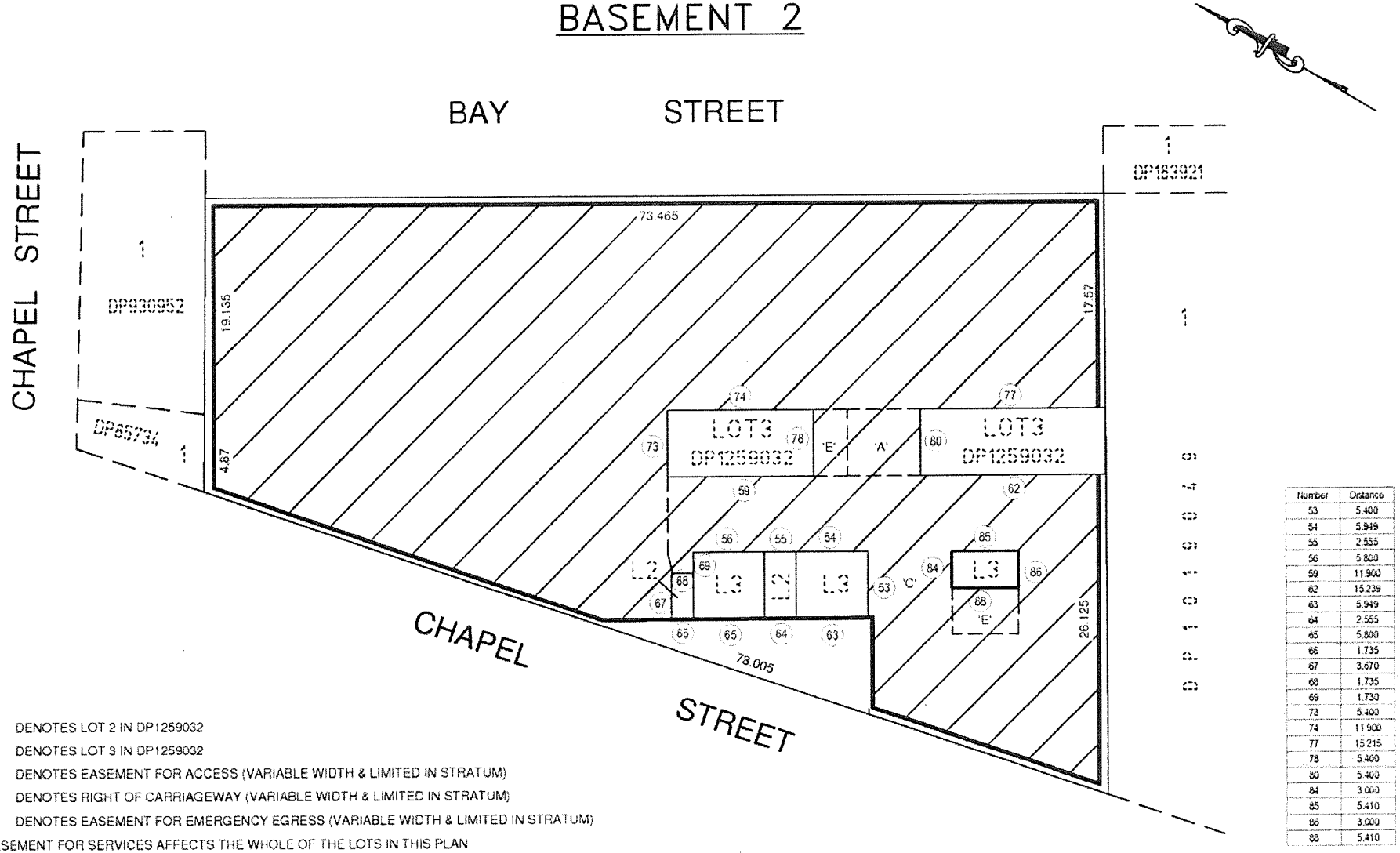
BASEMENT 2



Number	Distance
53	5.400
54	5.949
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56	5.800
59	11.900
62	15.239
63	5.949
64	2.555
65	5.800
66	1.735
67	3.670
68	1.735
69	1.730
73	5.400
74	11.900
77	15.215
78	5.400
80	5.400
84	3.000
85	5.410
86	3.000
88	5.410

L2 DENOTES LOT 2 IN DP1259032
L3 DENOTES LOT 3 IN DP1259032
'A' DENOTES EASEMENT FOR ACCESS (VARIABLE WIDTH & LIMITED IN STRATUM)
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH & LIMITED IN STRATUM)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS (VARIABLE WIDTH & LIMITED IN STRATUM)
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 300 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:5 of 33
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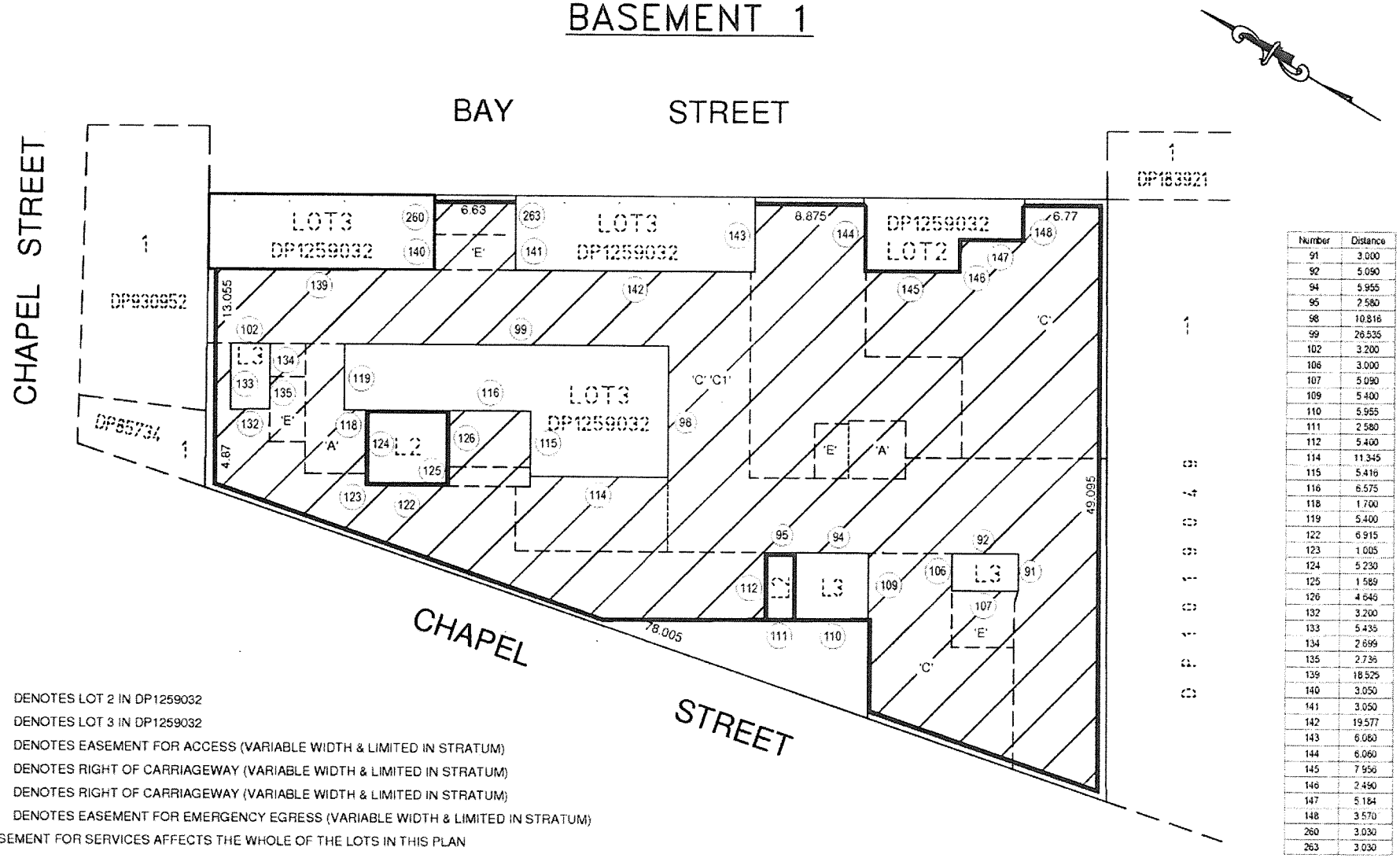
BASEMENT 1



Number	Distance
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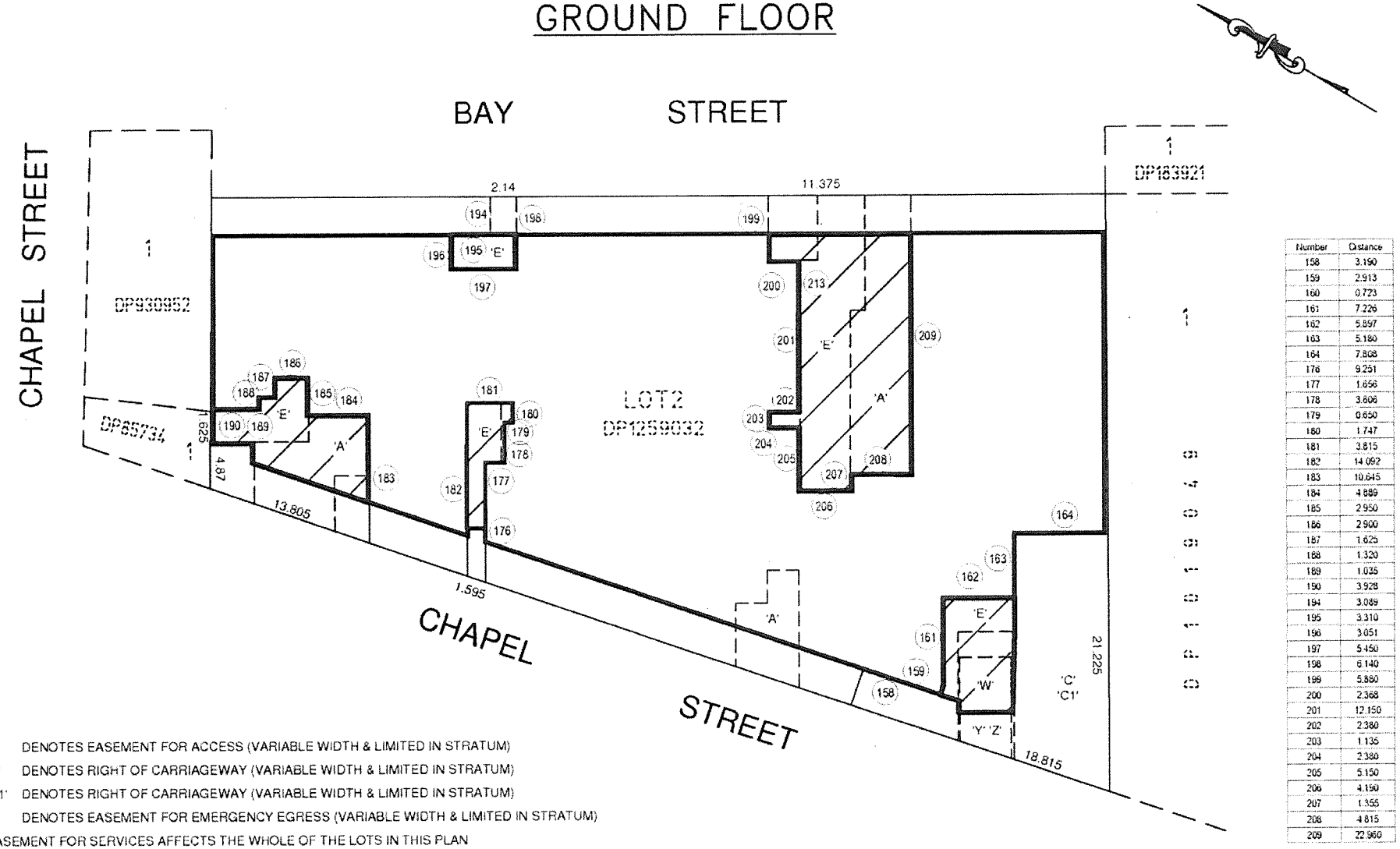
98	10.816
99	26.535
102	3.200
106	3.000
107	5.090
109	5.400
110	5.955
111	2.580
112	5.400
114	11.345
115	5.416
116	6.575
118	1.700
119	5.400
122	6.915
123	1.005
124	5.230
125	1.589
126	4.646
132	3.200
133	5.435
134	2.699
135	2.736
139	18.525
140	3.050
141	3.050
142	19.577
143	6.060
144	6.060
145	7.956
146	2.450
147	5.184
148	3.570
260	3.030
263	3.030

L2 DENOTES LOT 2 IN DP1259032
L3 DENOTES LOT 3 IN DP1259032
'A' DENOTES EASEMENT FOR ACCESS (VARIABLE WIDTH & LIMITED IN STRATUM)
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH & LIMITED IN STRATUM)
'C1' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH & LIMITED IN STRATUM)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS (VARIABLE WIDTH & LIMITED IN STRATUM)
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio. 1 : 300 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

GROUND FLOOR



Number	Distance
158	3.190
159	2.913
160	0.723
161	7.226
162	5.897
163	5.180
164	7.808
176	9.251
177	1.656
178	3.606
179	0.650
180	1.747
181	3.815
182	14.092
183	10.645
184	4.889
185	2.950
186	2.900
187	1.625
188	1.320
189	1.035
190	3.928
194	3.089
195	3.310
196	3.051
197	5.450
198	6.140
199	5.880
200	2.368
201	12.150
202	2.380
203	1.135
204	2.380
205	5.150
206	4.150
207	1.355
208	4.815
209	22.960

SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 300 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

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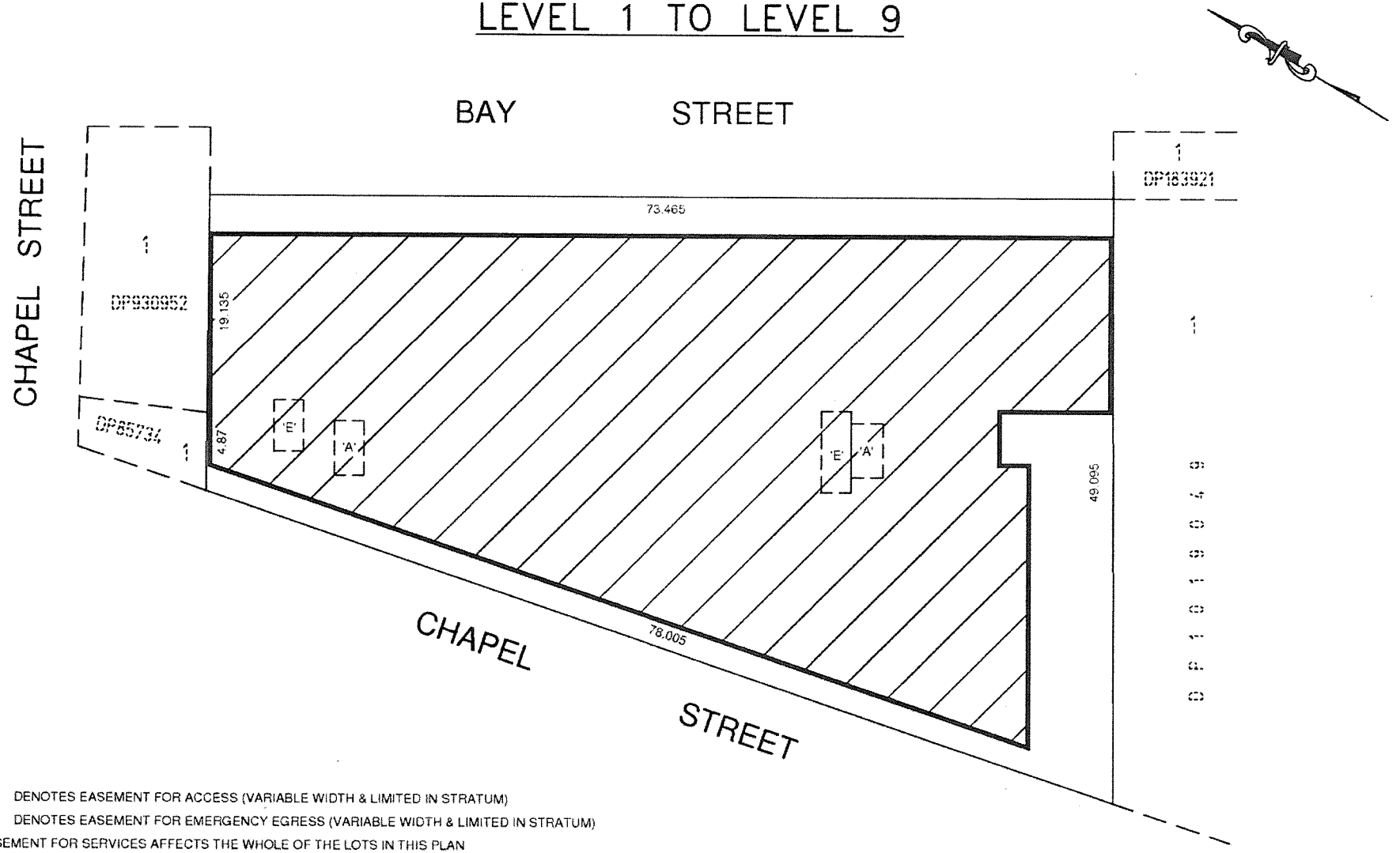
LEVEL 1 TO LEVEL 9



'A' DENOTES EASEMENT FOR ACCESS (VARIABLE WIDTH & LIMITED IN STRATUM)

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS (VARIABLE WIDTH & LIMITED IN STRATUM)

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 300 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:7 of 33
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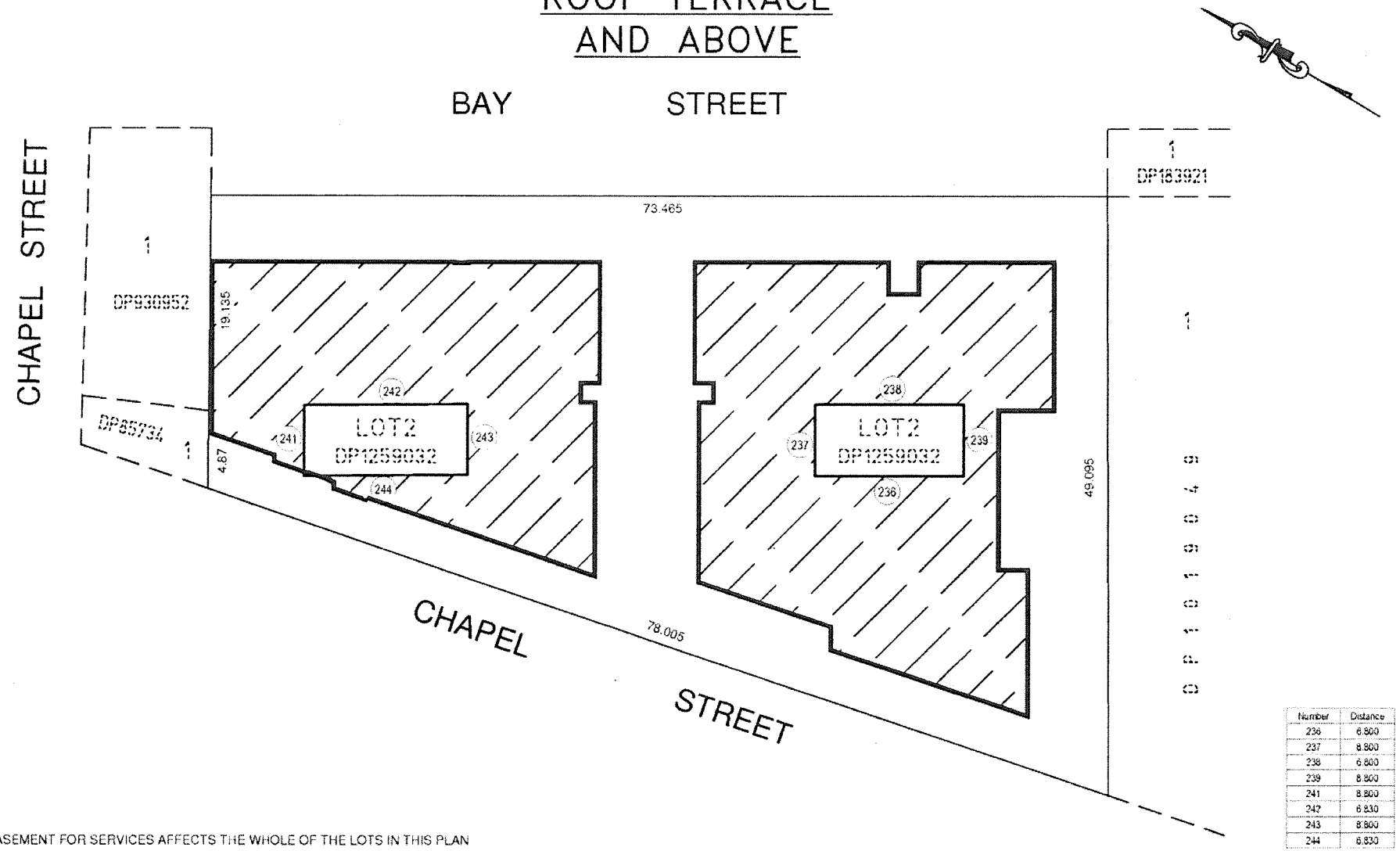
ROOF TERRACE AND ABOVE



EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio. 1 : 300 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:8 of 33
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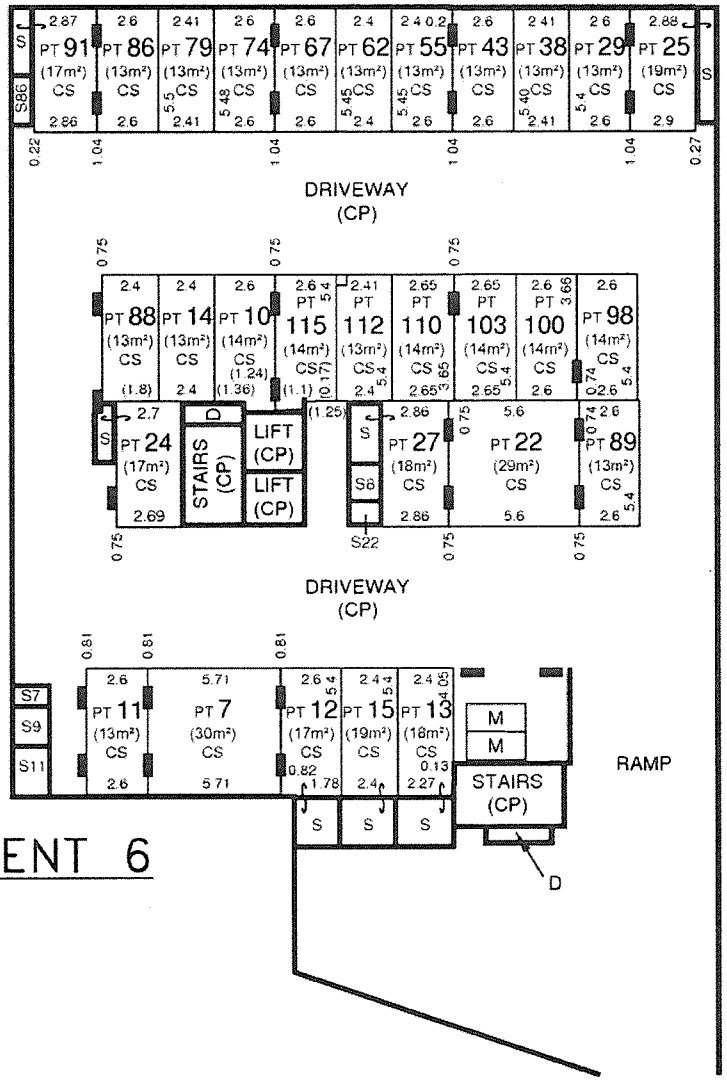
S7 DENOTES STORAGE AREA, PT 7 (1m²)
S8 DENOTES STORAGE AREA, PT 8 (2m²)
S9 DENOTES STORAGE AREA, PT 9 (2m²)
S11 DENOTES STORAGE AREA, PT 11 (3m²)
S22 DENOTES STORAGE AREA, PT 22 (1m²)
S86 DENOTES STORAGE AREA, PT 86 (2m²)



BASEMENT 6

D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)
CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
M DENOTES MOTORCYCLE PARKING (CP)
S DENOTES STORAGE AREA
DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

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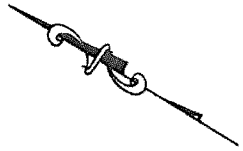
S29 DENOTES STORAGE AREA, PT 29 (2m²)
S38 DENOTES STORAGE AREA, PT 38 (2m²)
S56 DENOTES STORAGE AREA, PT 56 (2m²)
S90 DENOTES STORAGE AREA, PT 90 (2m²)
S101 DENOTES STORAGE AREA, PT 101 (2m²)
S111 DENOTES STORAGE AREA, PT 111 (3m²)
S113 DENOTES STORAGE AREA, PT 113 (3m²)



D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

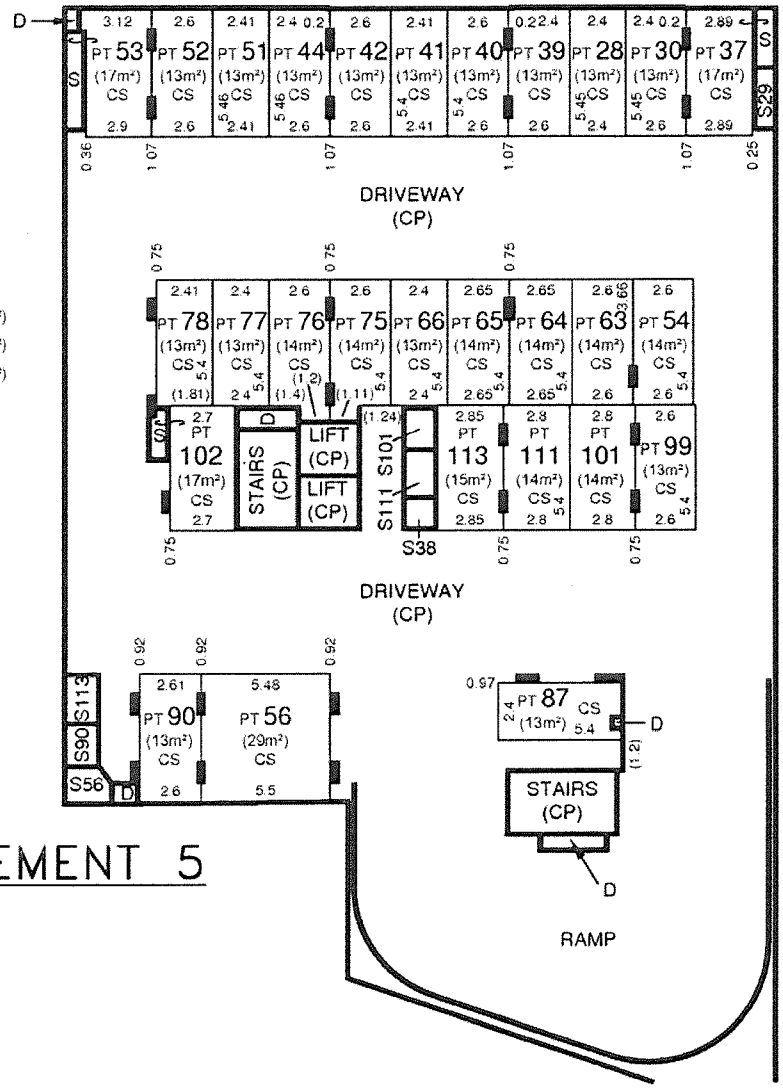
S DENOTES STORAGE AREA

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



BASEMENT 5

SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:11 of 33
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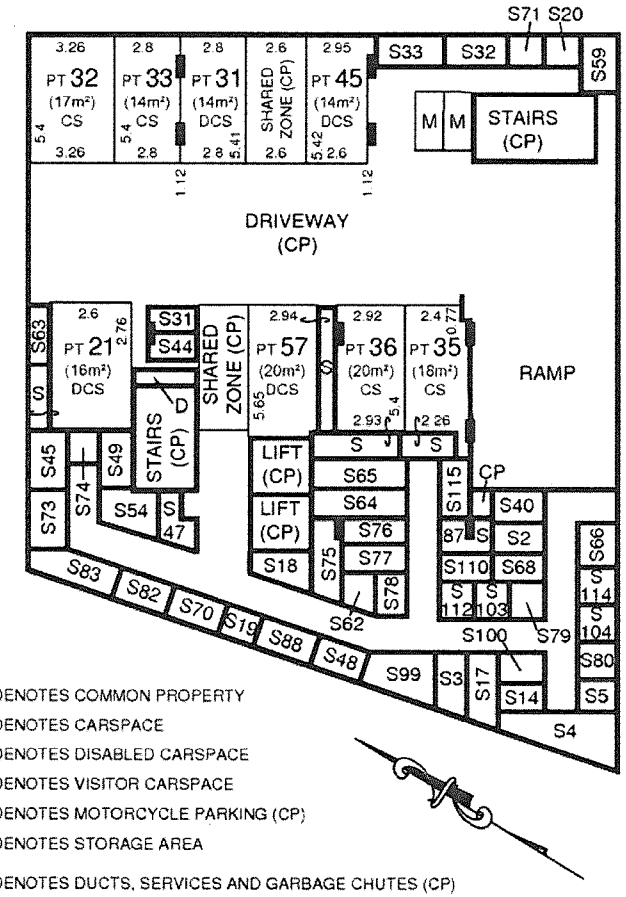


CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

DCS DENOTES DISABLED CARSPACE

VCS DENOTES VISITOR CARSPACE

M DENOTES MOTORCYCLE PARKING (CP)

S DENOTES STORAGE AREA

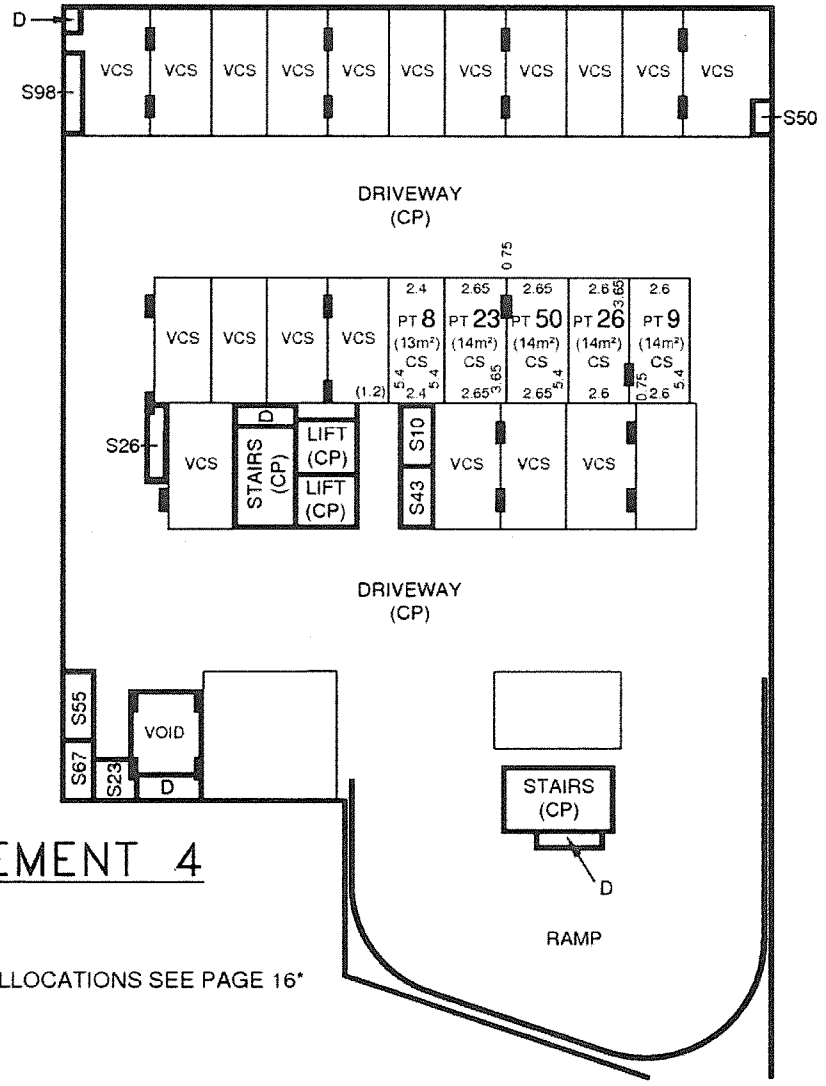
D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



BASEMENT 4

FOR STORAGE ALLOCATIONS SEE PAGE 16

SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

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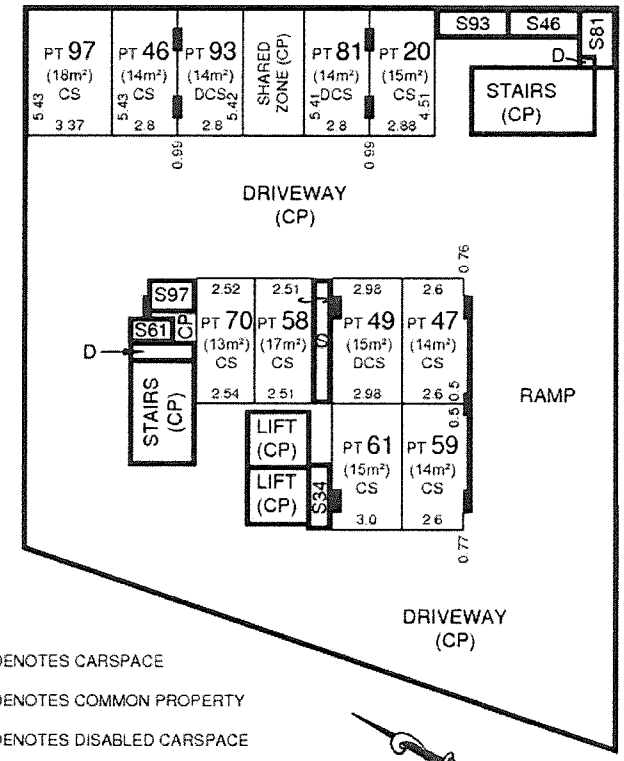


CS DENOTES CARSPACE

CP DENOTES COMMON PROPERTY

DCS DENOTES DISABLED CARSPACE

S DENOTES STORAGE AREA

VCS DENOTES VISITOR CARSPACE

D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

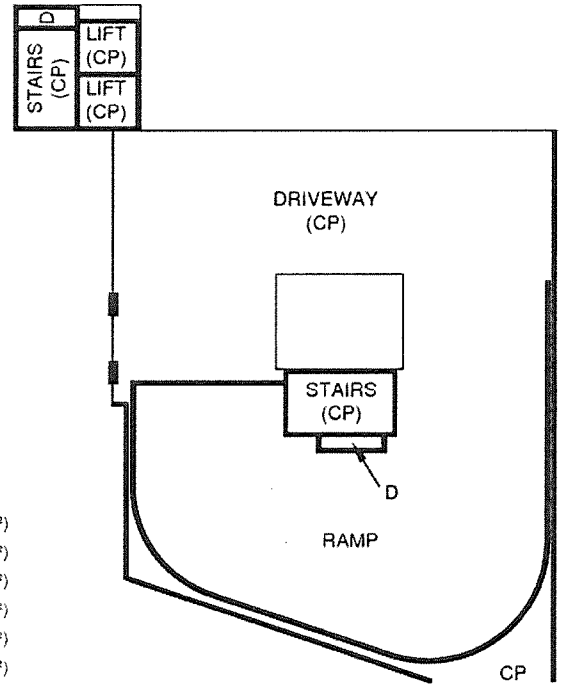
ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

BASEMENT 3

S34 DENOTES STORAGE AREA. PT 34 (2m²)
S46 DENOTES STORAGE AREA. PT 46 (3m²)
S61 DENOTES STORAGE AREA. PT 61 (2m²)
S81 DENOTES STORAGE AREA. PT 81 (3m²)
S93 DENOTES STORAGE AREA. PT 93 (3m²)
S97 DENOTES STORAGE AREA. PT 97 (3m²)



SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED:	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1			23/04/2020	

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:13 of 33
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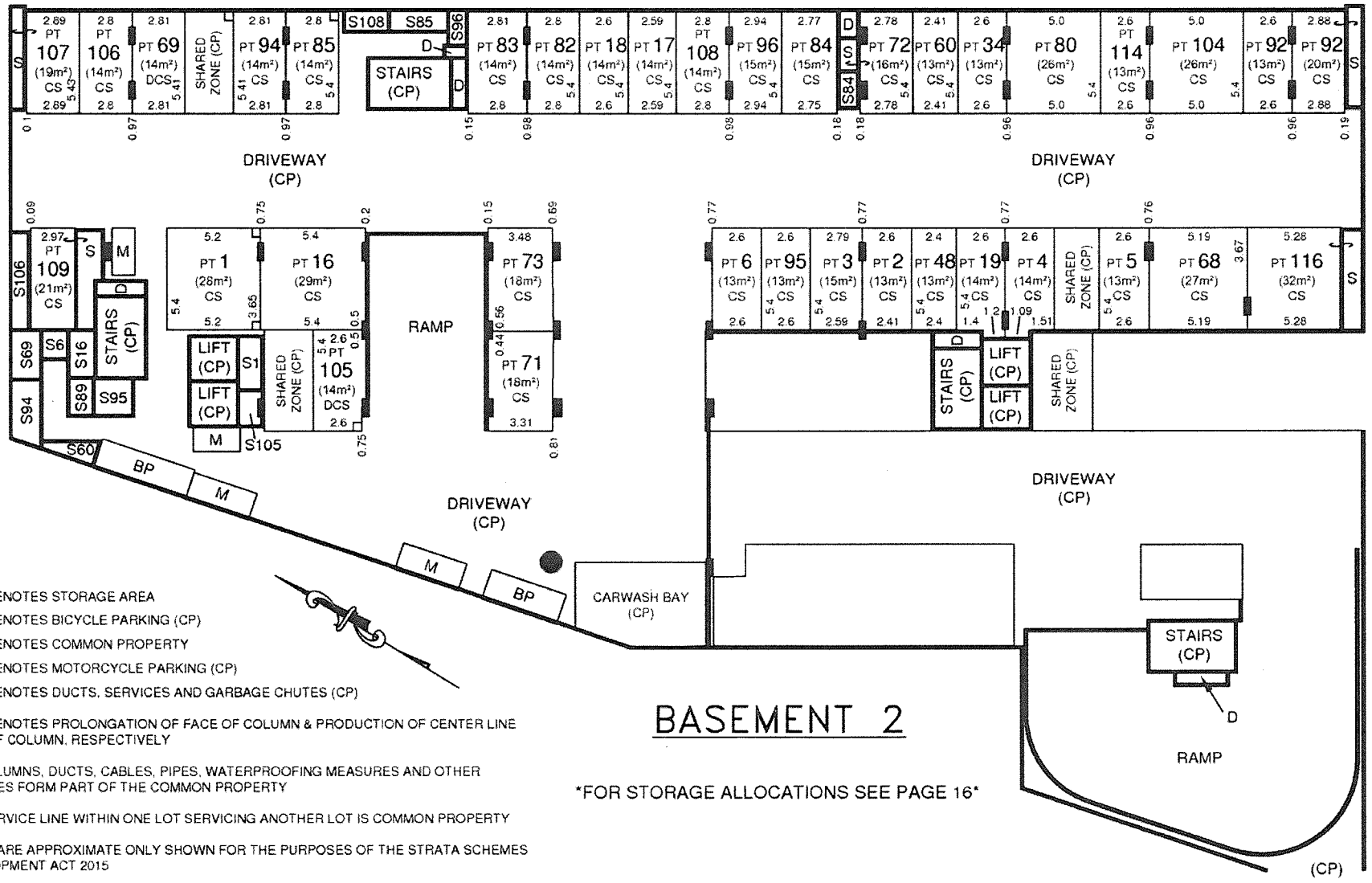

BASEMENT 2

FOR STORAGE ALLOCATIONS SEE PAGE 16

S DENOTES STORAGE AREA
BP DENOTES BICYCLE PARKING (CP)
CP DENOTES COMMON PROPERTY
M DENOTES MOTORCYCLE PARKING (CP)
D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:14 of 33
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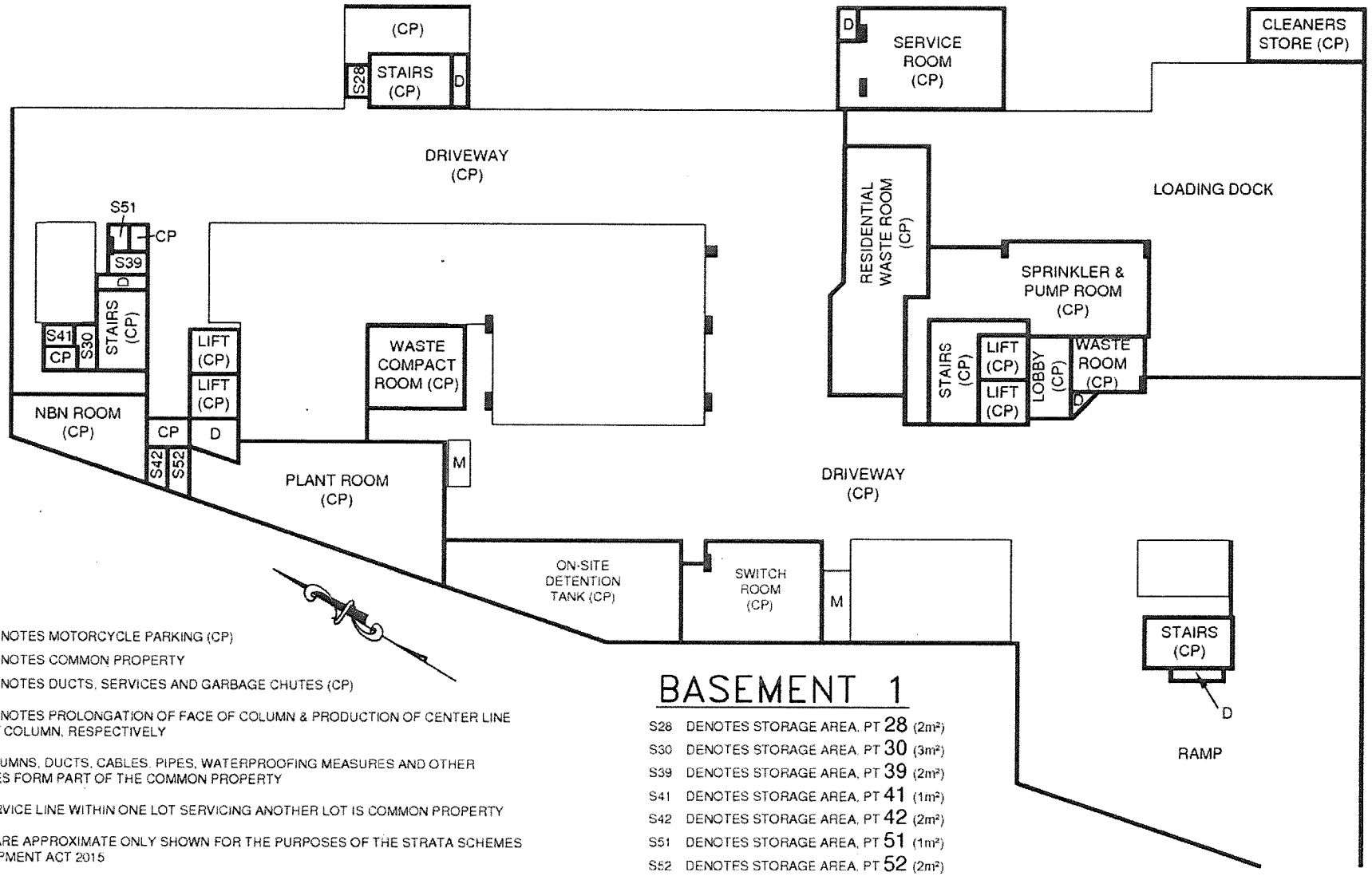

M DENOTES MOTORCYCLE PARKING (CP)

CP DENOTES COMMON PROPERTY

D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

BASEMENT 1

S28 DENOTES STORAGE AREA, PT 28 (2m²)
S30 DENOTES STORAGE AREA, PT 30 (3m²)
S39 DENOTES STORAGE AREA, PT 39 (2m²)
S41 DENOTES STORAGE AREA, PT 41 (1m²)
S42 DENOTES STORAGE AREA, PT 42 (2m²)
S51 DENOTES STORAGE AREA, PT 51 (1m²)
S52 DENOTES STORAGE AREA, PT 52 (2m²)

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:15 of 33
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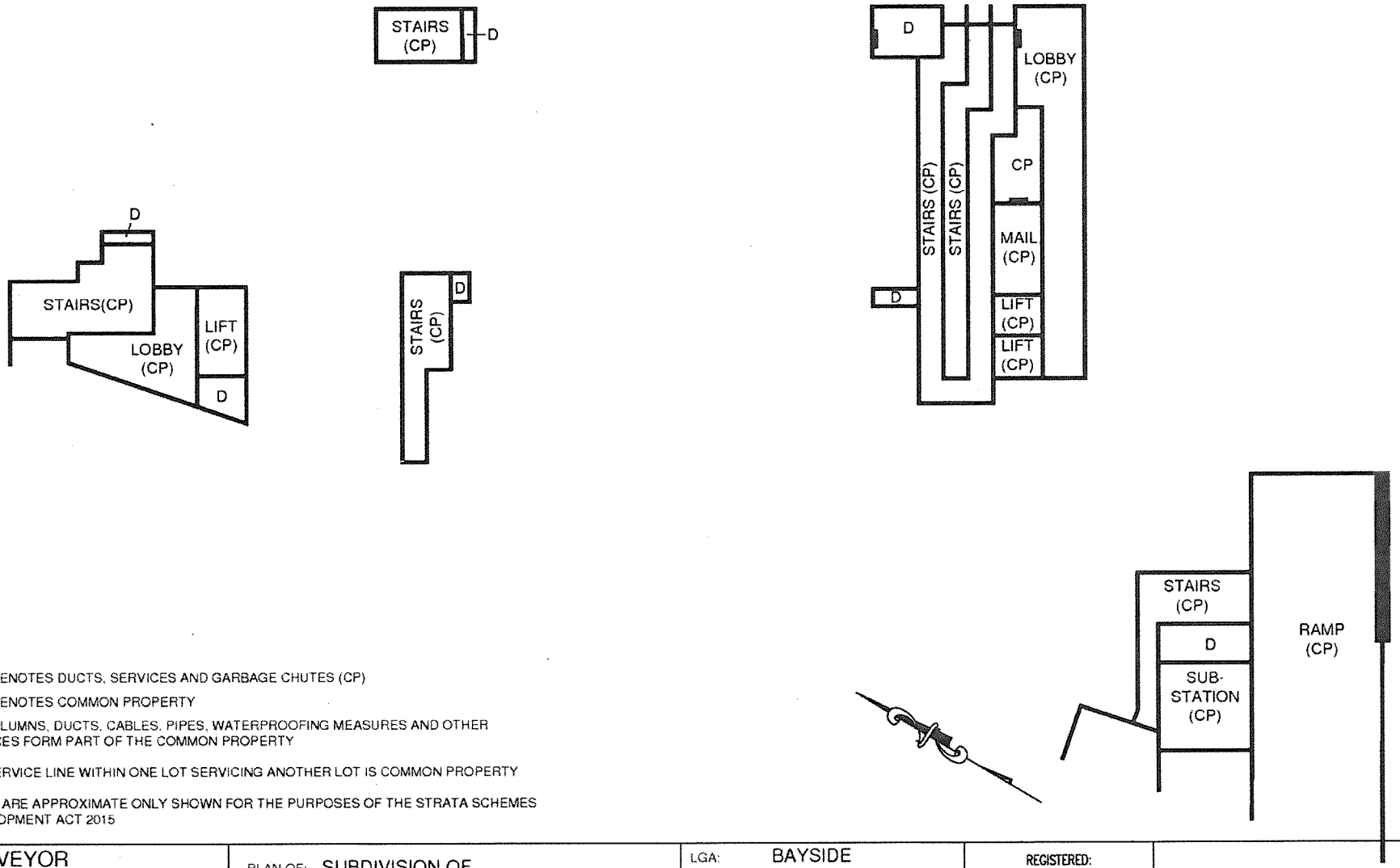
GROUND FLOOR



D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

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STORAGE ALLOCATIONS

BASEMENT 4

S2 DENOTES STORAGE AREA, PT 2 (3m²)
S3 DENOTES STORAGE AREA, PT 3 (3m²)
S4 DENOTES STORAGE AREA, PT 4 (7m²)
S5 DENOTES STORAGE AREA, PT 5 (3m²)
S10 DENOTES STORAGE AREA, PT 10 (4m²)
S14 DENOTES STORAGE AREA, PT 14 (2m²)
S17 DENOTES STORAGE AREA, PT 17 (3m²)
S18 DENOTES STORAGE AREA, PT 18 (4m²)
S19 DENOTES STORAGE AREA, PT 19 (2m²)
S20 DENOTES STORAGE AREA, PT 20 (1m²)
S23 DENOTES STORAGE AREA, PT 23 (2m²)
S26 DENOTES STORAGE AREA, PT 26 (3m²)
S31 DENOTES STORAGE AREA, PT 31 (2m²)
S32 DENOTES STORAGE AREA, PT 32 (3m²)
S33 DENOTES STORAGE AREA, PT 33 (3m²)
S40 DENOTES STORAGE AREA, PT 40 (3m²)
S43 DENOTES STORAGE AREA, PT 43 (3m²)
S44 DENOTES STORAGE AREA, PT 44 (2m²)
S45 DENOTES STORAGE AREA, PT 45 (3m²)
S47 DENOTES STORAGE AREA, PT 47 (2m²)
S48 DENOTES STORAGE AREA, PT 48 (2m²)
S49 DENOTES STORAGE AREA, PT 49 (3m²)
S50 DENOTES STORAGE AREA, PT 50 (1m²)
S54 DENOTES STORAGE AREA, PT 54 (4m²)
S55 DENOTES STORAGE AREA, PT 55 (3m²)
S59 DENOTES STORAGE AREA, PT 59 (2m²)
S62 DENOTES STORAGE AREA, PT 62 (2m²)
S63 DENOTES STORAGE AREA, PT 63 (2m²)
S64 DENOTES STORAGE AREA, PT 64 (4m²)
S65 DENOTES STORAGE AREA, PT 65 (4m²)
S66 DENOTES STORAGE AREA, PT 66 (3m²)
S67 DENOTES STORAGE AREA, PT 67 (3m²)
S68 DENOTES STORAGE AREA, PT 68 (2m²)
S70 DENOTES STORAGE AREA, PT 70 (3m²)
S71 DENOTES STORAGE AREA, PT 71 (1m²)
S73 DENOTES STORAGE AREA, PT 73 (3m²)
S74 DENOTES STORAGE AREA, PT 74 (2m²)
S75 DENOTES STORAGE AREA, PT 75 (4m²)
S76 DENOTES STORAGE AREA, PT 76 (2m²)
S77 DENOTES STORAGE AREA, PT 77 (2m²)
S78 DENOTES STORAGE AREA, PT 78 (3m²)
S79 DENOTES STORAGE AREA, PT 79 (2m²)
S80 DENOTES STORAGE AREA, PT 80 (2m²)
S82 DENOTES STORAGE AREA, PT 82 (3m²)
S83 DENOTES STORAGE AREA, PT 83 (5m²)
S87 DENOTES STORAGE AREA, PT 87 (3m²)
S88 DENOTES STORAGE AREA, PT 88 (3m²)
S98 DENOTES STORAGE AREA, PT 98 (2m²)
S99 DENOTES STORAGE AREA, PT 99 (5m²)
S100 DENOTES STORAGE AREA, PT 100 (2m²)
S103 DENOTES STORAGE AREA, PT 103 (2m²)
S104 DENOTES STORAGE AREA, PT 104 (2m²)
S110 DENOTES STORAGE AREA, PT 110 (2m²)
S112 DENOTES STORAGE AREA, PT 112 (2m²)
S114 DENOTES STORAGE AREA, PT 114 (2m²)
S115 DENOTES STORAGE AREA, PT 115 (3m²)

BASEMENT 2

S1 DENOTES STORAGE AREA, PT 1 (4m²)
S6 DENOTES STORAGE AREA, PT 6 (2m²)
S16 DENOTES STORAGE AREA, PT 16 (3m²)
S60 DENOTES STORAGE AREA, PT 60 (2m²)
S69 DENOTES STORAGE AREA, PT 69 (3m²)
S84 DENOTES STORAGE AREA, PT 84 (3m²)
S85 DENOTES STORAGE AREA, PT 85 (3m²)
S89 DENOTES STORAGE AREA, PT 89 (2m²)
S94 DENOTES STORAGE AREA, PT 94 (4m²)
S95 DENOTES STORAGE AREA, PT 95 (4m²)
S96 DENOTES STORAGE AREA, PT 96 (2m²)
S105 DENOTES STORAGE AREA, PT 105 (2m²)
S106 DENOTES STORAGE AREA, PT 106 (3m²)
S108 DENOTES STORAGE AREA, PT 108 (2m²)

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

S DENOTES STORAGE AREA

SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF:	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:17 of 33
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LEVEL 1

B DENOTES BALCONY

D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

CP DENOTES COMMON PROPERTY

PB DENOTES PLANTER BOX

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

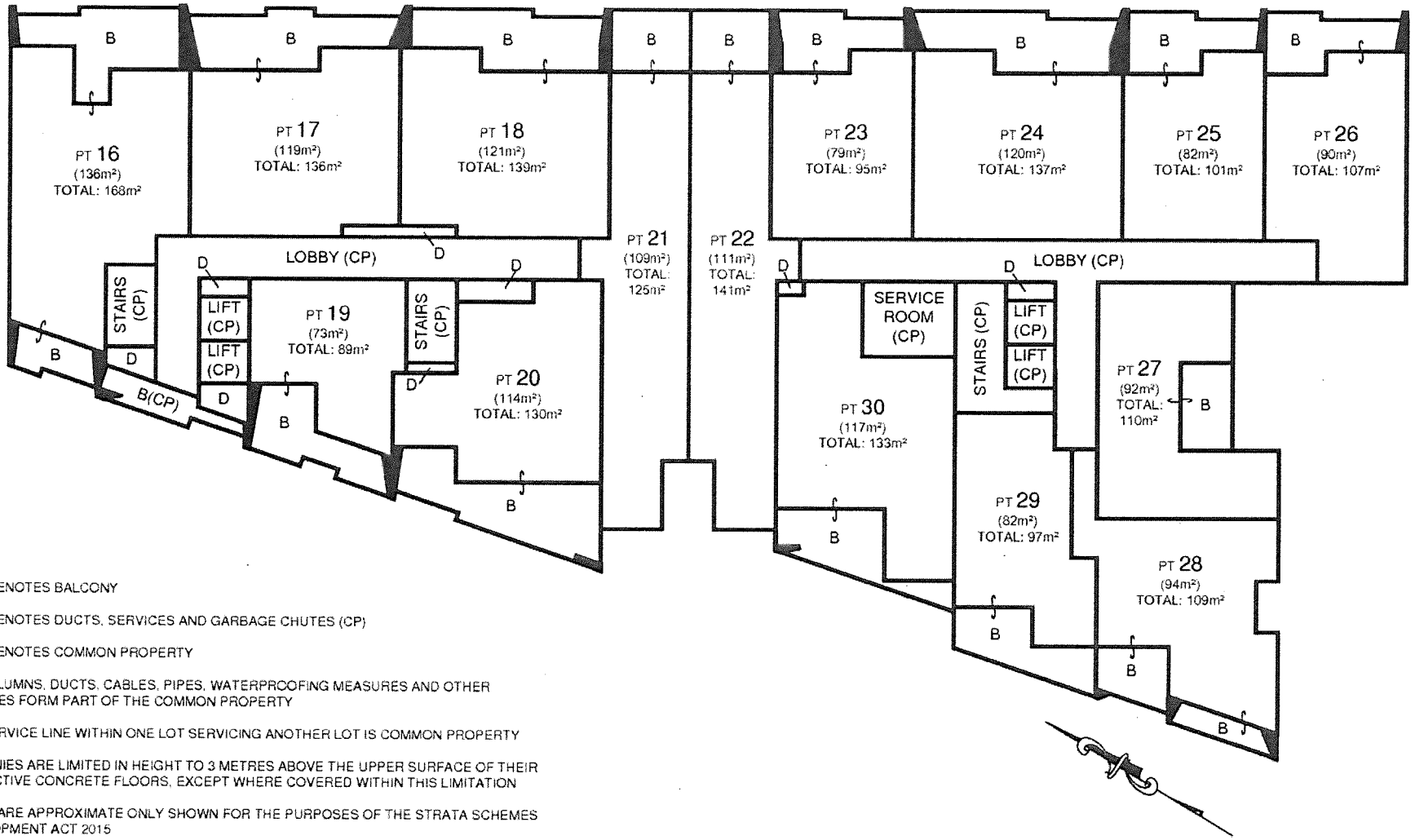
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

LEVEL 2



B DENOTES BALCONY

D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:18 of 33
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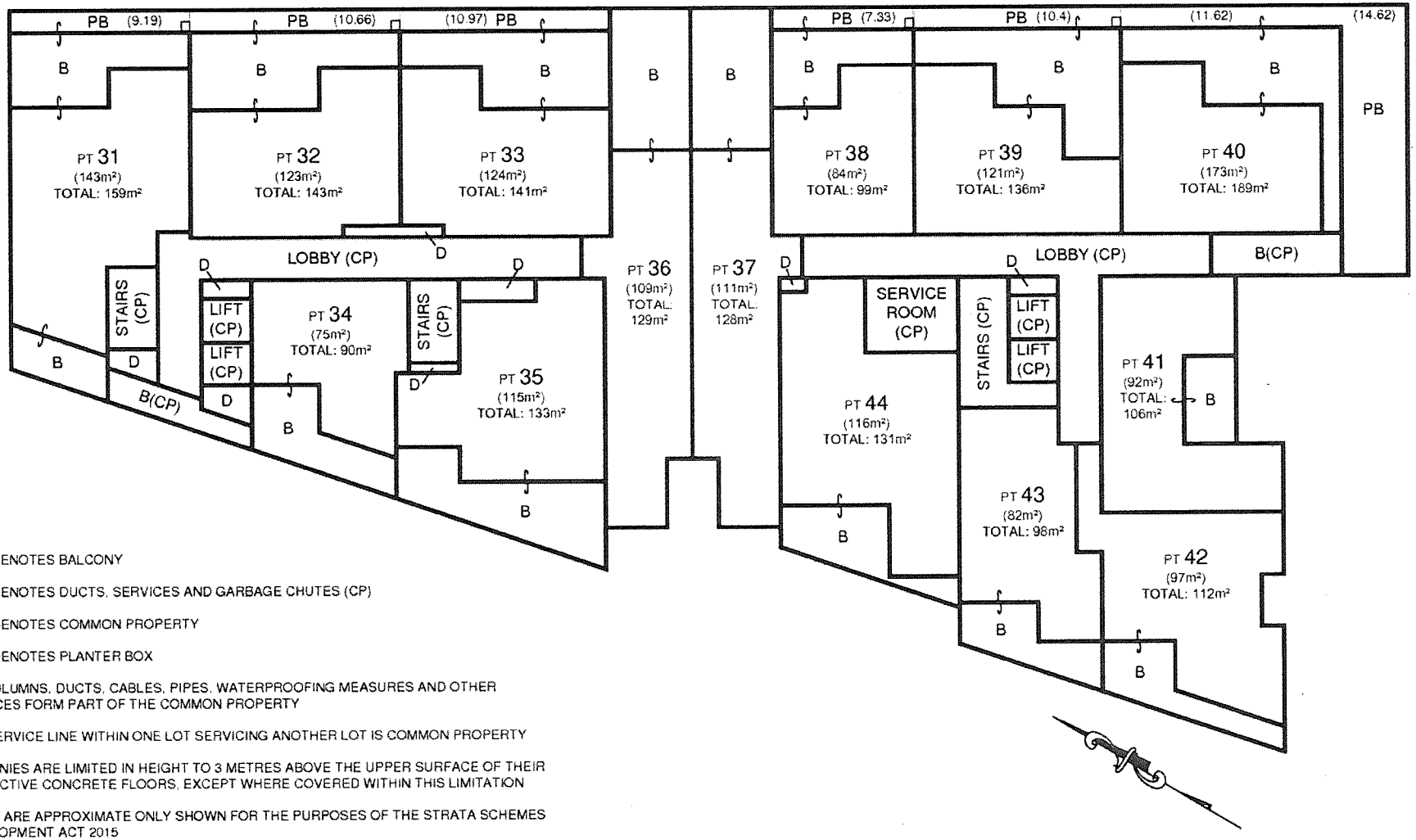
LEVEL 3



B DENOTES BALCONY

D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

CP DENOTES COMMON PROPERTY

PB DENOTES PLANTER BOX

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Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:19 of 33
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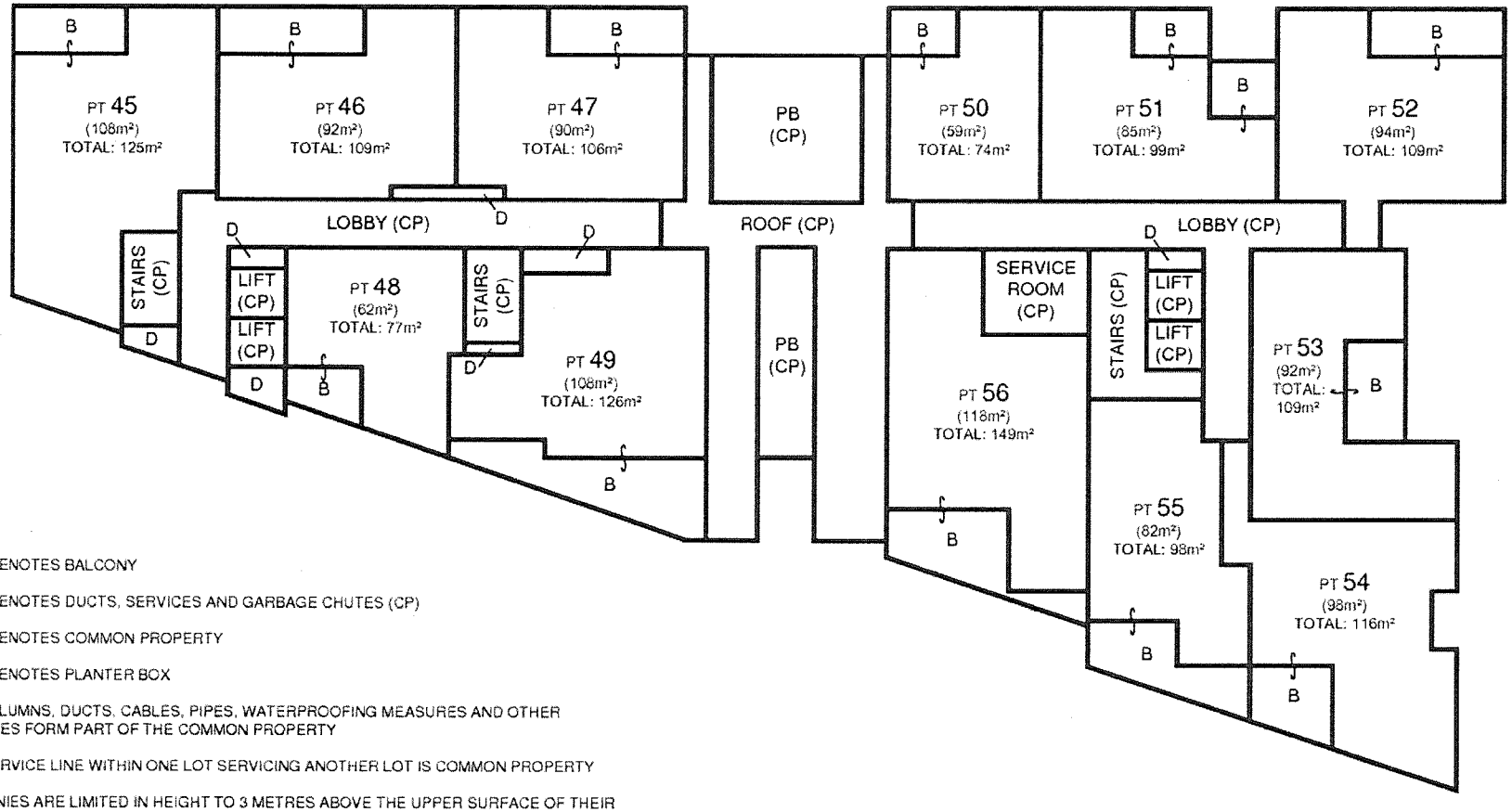
LEVEL 4



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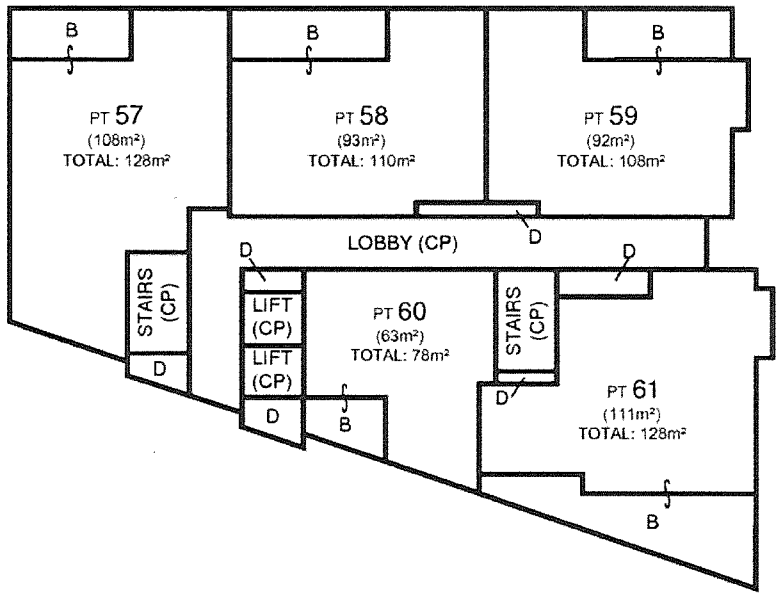
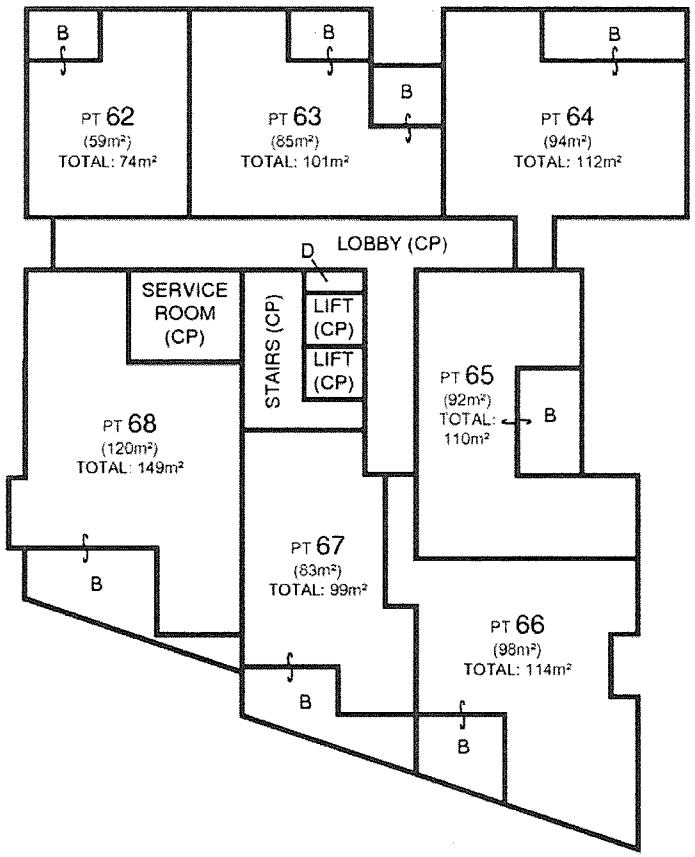
SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

LEVEL 5





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NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

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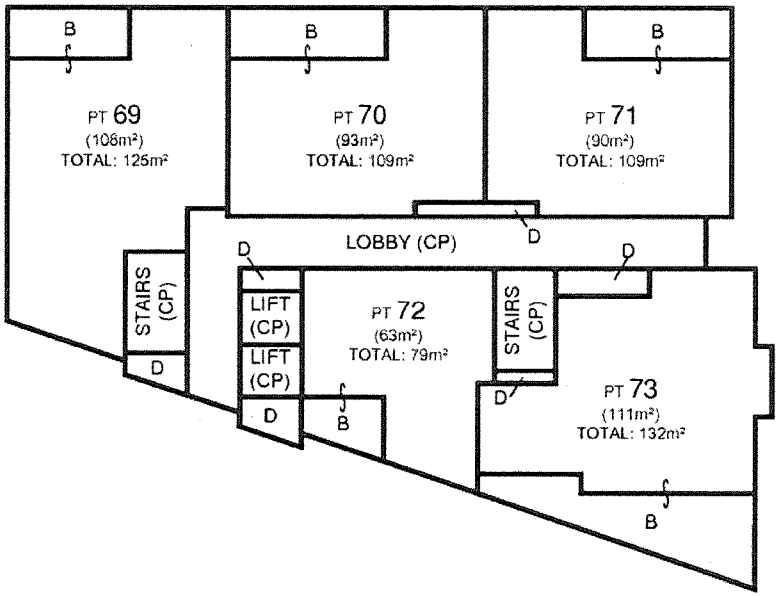
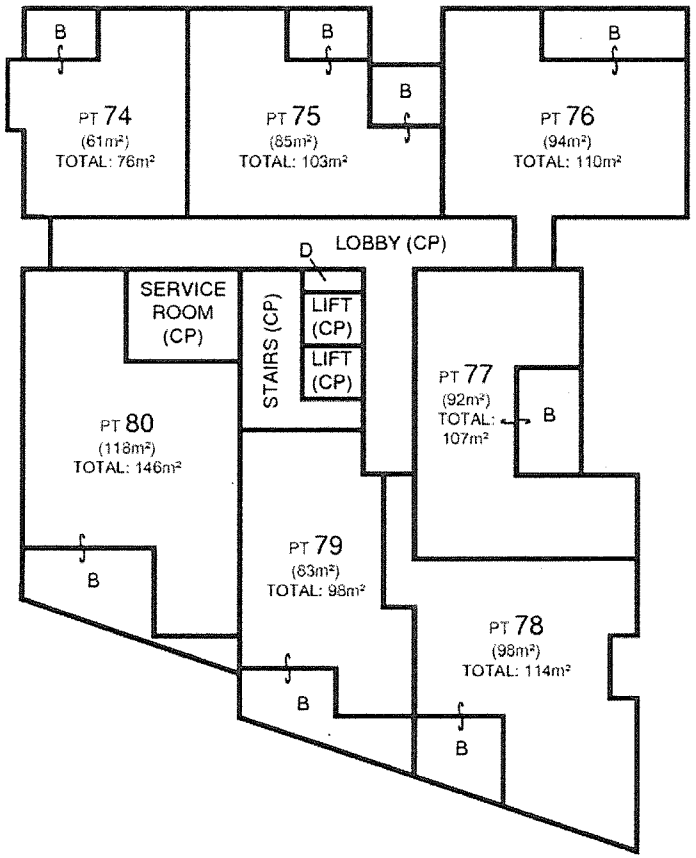
LEVEL 6





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Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:22 of 33
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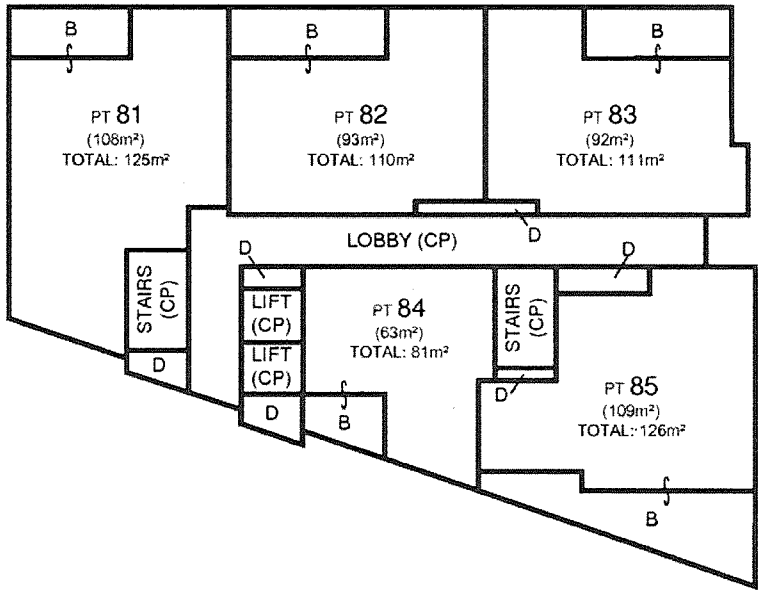
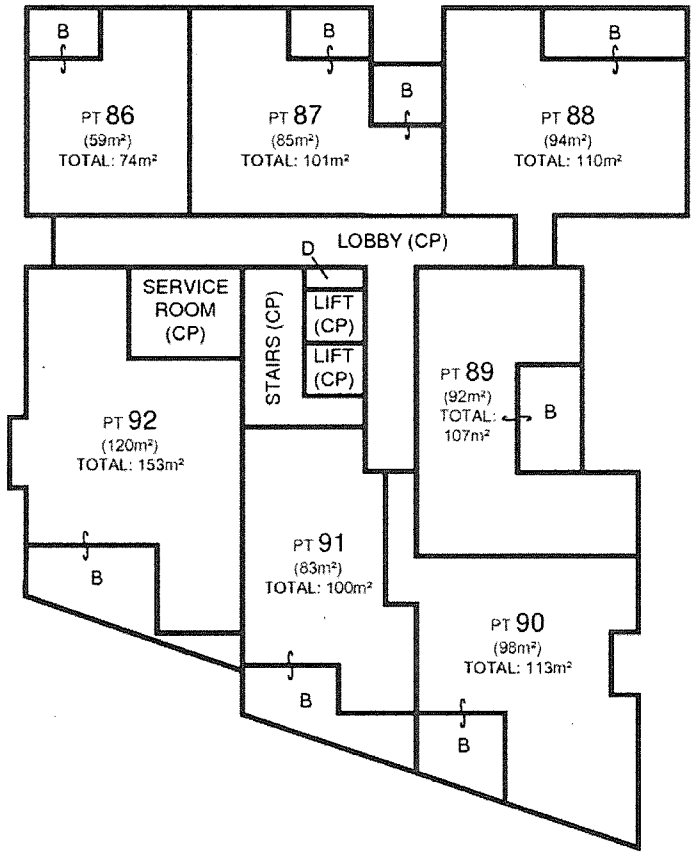
LEVEL 7





B DENOTES BALCONY

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SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE	REGISTERED:	SP100561
NAME: JOHN WALTON		LOCALITY: ROCKDALE	23/04/2020	
DATE: 13-03-2020		Reduction Ratio: 1 : 200		
REFERENCE: 2530-15SP-C1		Lengths are in metres		

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:23 of 33
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Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:24 of 33
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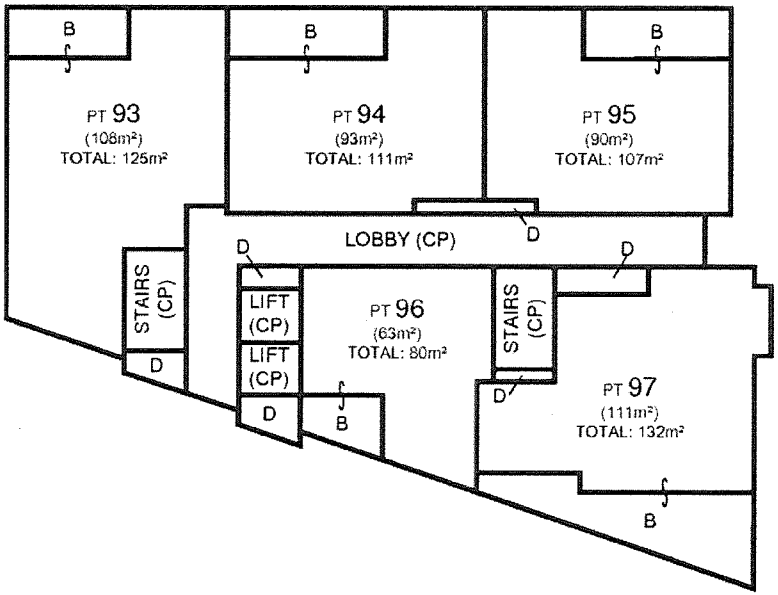
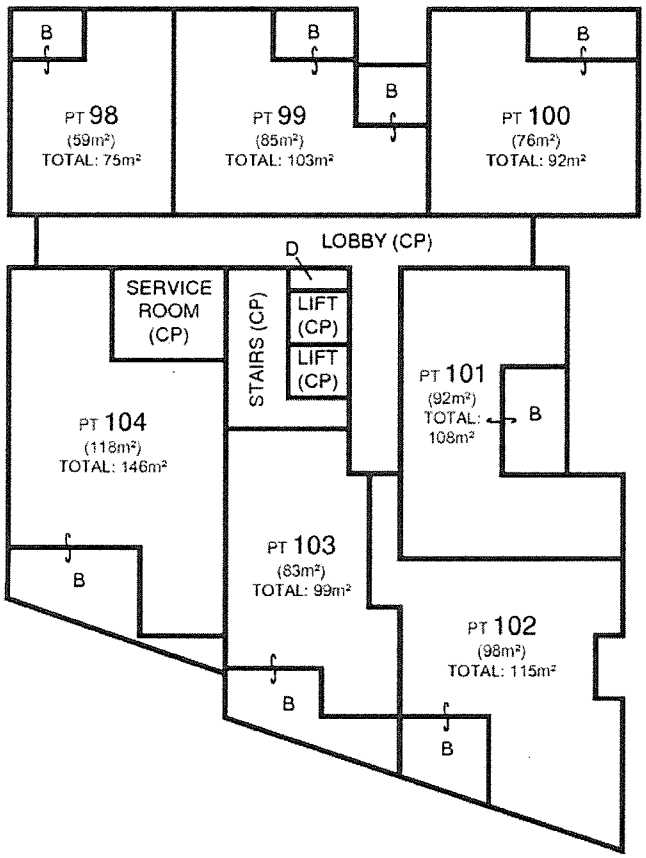
LEVEL 8





B DENOTES BALCONY

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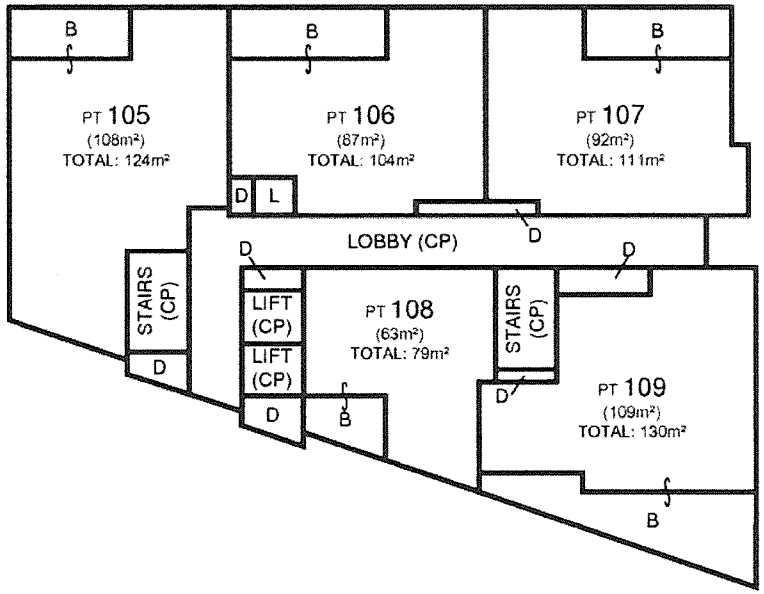
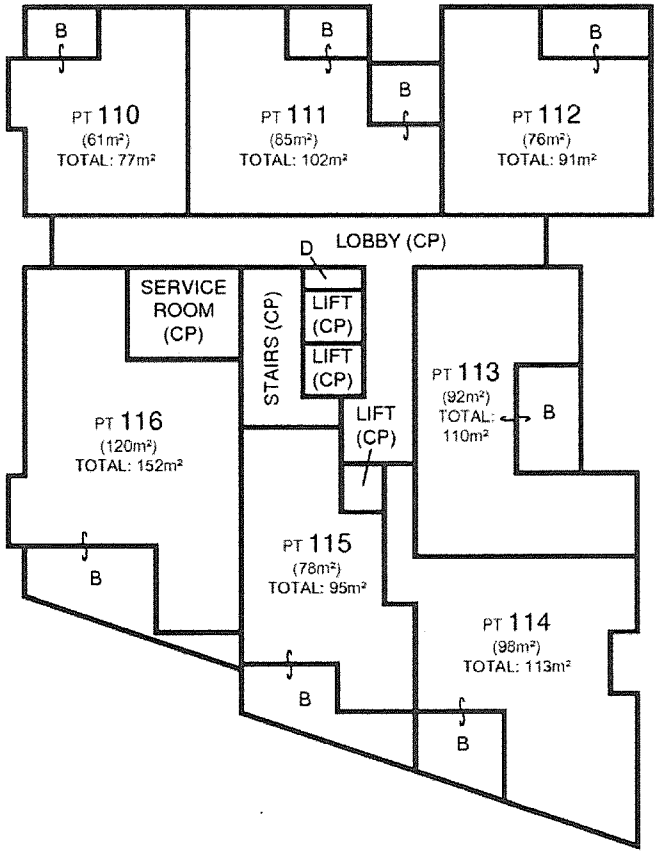
NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1				

LEVEL 9





L DENOTES LIFT (CP)

B DENOTES BALCONY

D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

CP DENOTES COMMON PROPERTY

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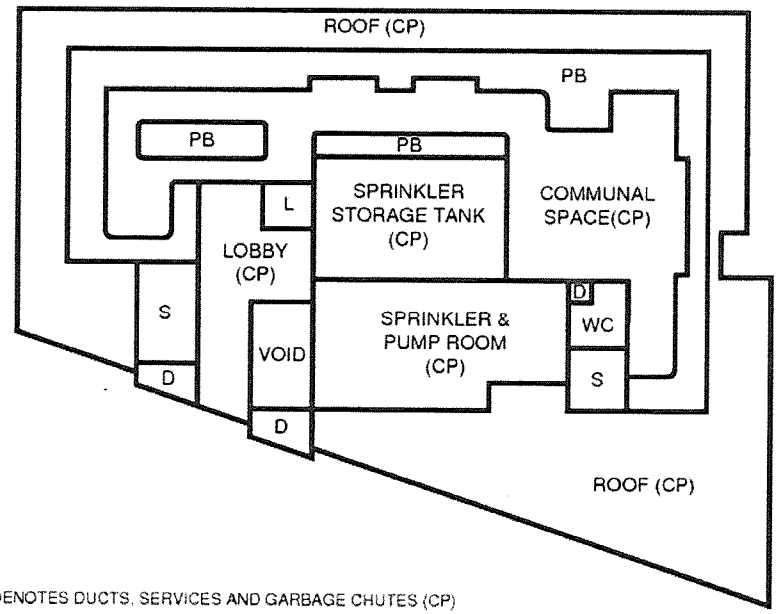
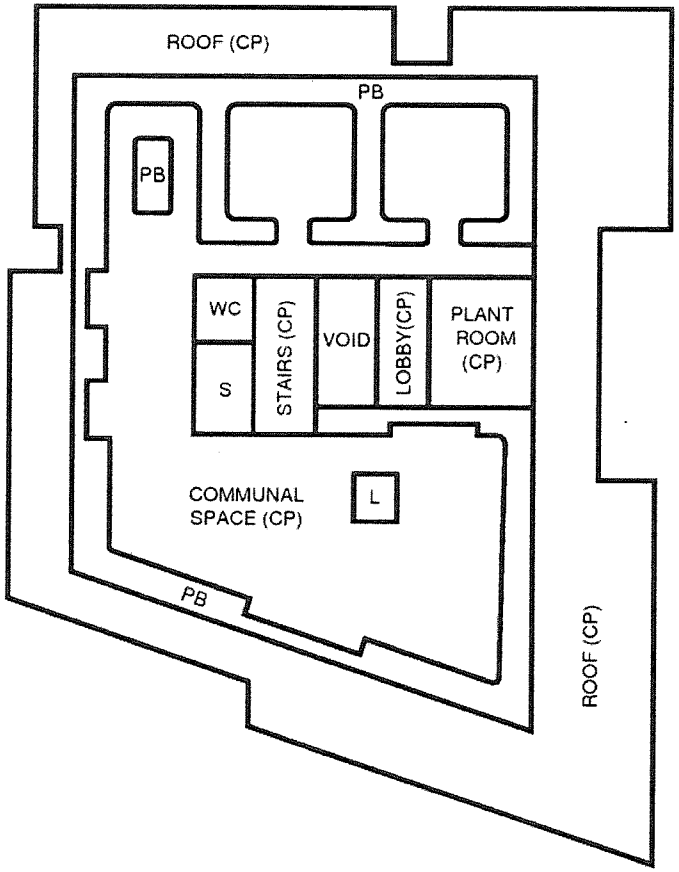
SURVEYOR	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE	REGISTERED:	SP100561
NAME: JOHN WALTON		LOCALITY: ROCKDALE		
DATE: 13-03-2020		Reduction Ratio: 1 : 200	23/04/2020	
REFERENCE: 2530-15SP-C1		Lengths are in metres		

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:25 of 33
© Office of the Registrar-General /Src:GLOBALX /Ref:glsdei

ROOF TERRACE





D DENOTES DUCTS, SERVICES AND GARBAGE CHUTES (CP)

CP DENOTES COMMON PROPERTY

L DENOTES LIFT (CP)

PB DENOTES PLANTER BOX (CP)

S DENOTES STORAGE (CP)

WC DENOTES WATER CLOSET (CP)

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SURVEYOR NAME: JOHN WALTON DATE: 13-03-2020 REFERENCE: 2530-15SP-C1	PLAN OF: SUBDIVISION OF LOT 1 IN DP1259032	LGA: BAYSIDE LOCALITY: ROCKDALE Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 23/04/2020	SP100561

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:26 of 33
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Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:27 of 33
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ePlan

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 23/04/2020	SP100561

PLAN OF SUBDIVISION OF:	
LOT 1 IN DP1259032	LGA: BAYSIDE Locality: ROCKDALE Parish: ST GEORGE County: CUMBERLAND

This is a ***FREEHOLD/*LEASEHOLD** Strata Scheme

Address for Service of Documents

19 BAY STREET,
ROCKDALE NSW 2216

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

* ~~Model by-laws for residential strata schemes together with:~~
~~Keeping of animals: Option *A/*B~~
~~Smoke penetration: Option *A/*B~~
~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I, **JOHN WALTON**,
of **DAW & WALTON PTY LTD,**
PO Box 3222, REDFERN NSW 2016,
survey@daw-walton.com.au,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*~~The building encroaches on~~:

*~~(a) a public place~~

*(b) ~~land other than a public place and an appropriate easement to permit the encroachment has been created by^~~ .....

Signature: .....
Date: 13-03-2020
Surveyor ID: **8430**
Surveyor's Reference: 2530-15SP-C1

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

Strata Certificate (Accredited Certifier)

I, GORDON WREN being an Accredited Certifier, accreditation number BPB0447, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

*~~(a) This plan is part of a development scheme.~~

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~Section 63 Strata Schemes Development Act 2015.~~

Certificate Reference: SC3610
Relevant Planning Approval No.: CDC1495
issued by: GORDON WREN
Signature: .....
Date: 6TH APRIL 2020

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:28 of 33
© Office of the Registrar-General /Src:GLOBALX /Ref:glsdei

ePlan

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 23/04/2020	SP100561

VALUER'S CERTIFICATE

I, * Liudmila Mikhaleva of Ray White (Valuations NSW)

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute
Class of membership: AAPI
Membership number: 82671

certify that the unit entitlements shown in the schedule herewith were apportioned on 03 March 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: ..... Date 26.03.2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot	Entitlement	Lot	Entitlement	Lot	Entitlement	Lot	Entitlement
1	103	21	97	41	88	61	90
2	95	22	99	42	90	62	63
3	96	23	70	43	72	63	79
4	65	24	96	44	100	64	92
5	84	25	72	45	99	65	90
6	96	26	83	46	89	66	91
7	98	27	86	47	85	67	73
8	69	28	90	48	67	68	104
9	95	29	71	49	86	69	100
10	71	30	100	50	63	70	91
11	83	31	98	51	78	71	88
12	88	32	88	52	91	72	70
13	89	33	88	53	89	73	91
14	70	34	66	54	90	74	66
15	99	35	86	55	72	75	80
16	104	36	90	56	101	76	93
17	96	37	92	57	99	77	91
18	97	38	66	58	90	78	92
19	65	39	78	59	89	79	74
20	85	40	84	60	69	80	103

Surveyor's Reference: 2530-15SP-C1

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:29 of 33
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ePlan

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 23/04/2020	SP100561

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Signature: [signature] Date 26.03.2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

Lot	Entitlement	Lot	Entitlement
81	101	99	82
82	91	100	76
83	90	101	92
84	70	102	93
85	90	103	76
86	65	104	106
87	81	105	102
88	94	106	85
89	91	107	92
90	93	108	72
91	75	109	91
92	108	110	70
93	102	111	82
94	92	112	76
95	89	113	93
96	71	114	94
97	92	115	72
98	66	116	109
Aggregate		10000	

Surveyor's Reference: 2530-15SP-C1

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:30 of 33
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ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 23/04/2020	SP100561

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	N / A	19	Bay	Street	Rockdale
1	101	2	Chapel	Street	Rockdale
2	102	2	Chapel	Street	Rockdale
3	103	2	Chapel	Street	Rockdale
4	106	2	Chapel	Street	Rockdale
5	105	2	Chapel	Street	Rockdale
6	104	2	Chapel	Street	Rockdale
7	108	19	Bay	Street	Rockdale
8	109	19	Bay	Street	Rockdale
9	110	19	Bay	Street	Rockdale
10	111	19	Bay	Street	Rockdale
11	112	19	Bay	Street	Rockdale
12	113	19	Bay	Street	Rockdale
13	114	19	Bay	Street	Rockdale
14	115	19	Bay	Street	Rockdale
15	107	19	Bay	Street	Rockdale
16	201	2	Chapel	Street	Rockdale
17	202	2	Chapel	Street	Rockdale
18	203	2	Chapel	Street	Rockdale
19	206	2	Chapel	Street	Rockdale
20	205	2	Chapel	Street	Rockdale
21	204	2	Chapel	Street	Rockdale
22	208	19	Bay	Street	Rockdale
23	209	19	Bay	Street	Rockdale
24	210	19	Bay	Street	Rockdale
25	211	19	Bay	Street	Rockdale
26	212	19	Bay	Street	Rockdale
27	213	19	Bay	Street	Rockdale
28	214	19	Bay	Street	Rockdale
29	215	19	Bay	Street	Rockdale
30	207	19	Bay	Street	Rockdale
31	301	2	Chapel	Street	Rockdale
32	302	2	Chapel	Street	Rockdale
33	303	2	Chapel	Street	Rockdale
34	306	2	Chapel	Street	Rockdale
35	305	2	Chapel	Street	Rockdale
36	304	2	Chapel	Street	Rockdale
37	308	19	Bay	Street	Rockdale
38	309	19	Bay	Street	Rockdale
39	310	19	Bay	Street	Rockdale
40	311	19	Bay	Street	Rockdale

Surveyor's Reference: 2530-15SP-C1

Req:R975559 /Doc:SP 0100561 P /Rev:24-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:31 of 33
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ePlan

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 7 sheet(s)

Office Use Only	Office Use Only
Registered: 23/04/2020	SP100561

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
41	312	19	Bay	Street	Rockdale
42	313	19	Bay	Street	Rockdale
43	314	19	Bay	Street	Rockdale
44	307	19	Bay	Street	Rockdale
45	401	2	Chapel	Street	Rockdale
46	402	2	Chapel	Street	Rockdale
47	403	2	Chapel	Street	Rockdale
48	405	2	Chapel	Street	Rockdale
49	404	2	Chapel	Street	Rockdale
50	407	19	Bay	Street	Rockdale
51	408	19	Bay	Street	Rockdale
52	409	19	Bay	Street	Rockdale
53	410	19	Bay	Street	Rockdale
54	411	19	Bay	Street	Rockdale
55	412	19	Bay	Street	Rockdale
56	406	19	Bay	Street	Rockdale
57	501	2	Chapel	Street	Rockdale
58	502	2	Chapel	Street	Rockdale
59	503	2	Chapel	Street	Rockdale
60	505	2	Chapel	Street	Rockdale
61	504	2	Chapel	Street	Rockdale
62	507	19	Bay	Street	Rockdale
63	508	19	Bay	Street	Rockdale
64	509	19	Bay	Street	Rockdale
65	510	19	Bay	Street	Rockdale
66	511	19	Bay	Street	Rockdale
67	512	19	Bay	Street	Rockdale
68	506	19	Bay	Street	Rockdale
69	601	2	Chapel	Street	Rockdale
70	602	2	Chapel	Street	Rockdale
71	603	2	Chapel	Street	Rockdale
72	605	2	Chapel	Street	Rockdale
73	604	2	Chapel	Street	Rockdale
74	607	19	Bay	Street	Rockdale
75	608	19	Bay	Street	Rockdale
76	609	19	Bay	Street	Rockdale
77	610	19	Bay	Street	Rockdale
78	611	19	Bay	Street	Rockdale
79	612	19	Bay	Street	Rockdale
80	606	19	Bay	Street	Rockdale

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 7 sheet(s)

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Registered: 23/04/2020

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

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

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
81	701	2	Chapel	Street	Rockdale
82	702	2	Chapel	Street	Rockdale
83	703	2	Chapel	Street	Rockdale
84	705	2	Chapel	Street	Rockdale
85	704	2	Chapel	Street	Rockdale
86	707	19	Bay	Street	Rockdale
87	708	19	Bay	Street	Rockdale
88	709	19	Bay	Street	Rockdale
89	710	19	Bay	Street	Rockdale
90	711	19	Bay	Street	Rockdale
91	712	19	Bay	Street	Rockdale
92	706	19	Bay	Street	Rockdale
93	801	2	Chapel	Street	Rockdale
94	802	2	Chapel	Street	Rockdale
95	803	2	Chapel	Street	Rockdale
96	805	2	Chapel	Street	Rockdale
97	804	2	Chapel	Street	Rockdale
98	807	19	Bay	Street	Rockdale
99	808	19	Bay	Street	Rockdale
100	809	19	Bay	Street	Rockdale
101	810	19	Bay	Street	Rockdale
102	811	19	Bay	Street	Rockdale
103	812	19	Bay	Street	Rockdale
104	806	19	Bay	Street	Rockdale
105	901	2	Chapel	Street	Rockdale
106	902	2	Chapel	Street	Rockdale
107	903	2	Chapel	Street	Rockdale
108	905	2	Chapel	Street	Rockdale
109	904	2	Chapel	Street	Rockdale
110	907	19	Bay	Street	Rockdale
111	908	19	Bay	Street	Rockdale
112	909	19	Bay	Street	Rockdale
113	910	19	Bay	Street	Rockdale
114	911	19	Bay	Street	Rockdale
115	912	19	Bay	Street	Rockdale
116	906	19	Bay	Street	Rockdale

"THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT"

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 7 sheet(s)
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This sheet is for the provision of the following information as required:

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

EXECUTED by COMBINED PROJECTS (ROCKDALE) PTY LTD, ACN: 601 986 654
In accordance with section 127 of the Corporations Act:

.....

Name.....FOUAD DEIRI.....

Authority...Sole Director / Secretary....

EXECUTED by **WESTPAC BANKING CORPORATION, ACN 007 457 141**
Mortgagee VIDE AM508113

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.

Signature Tier Three Attorney
Name: TUNG TRAN

Witness Signature
Name: GIADA GALATTA
Level 3/25 Restwell St Bankstown NSW 2200

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Strata Management Statement

Note: This strata management statement has effect as an agreement under seal binding:

(a) The owners corporation of a strata scheme for part of the building; or

(b) An owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building; or

(c) Another person in whom is vested the fee simple of a part of the building or site affected by the statement; or

(d) The mortgagee in possession or lessee of a part of the building or site referred to in (c).

(see section 105 Strata Schemes Development Act 2015)

PART 1 Dictionary and Interpretations

1.2 Dictionary

In this Management Statement, unless the contrary intention appears:

"Act" means the *Strata Schemes Development Act 2015.*

"Administrative Fund" has the same meaning as in the Act.

"Approved Insurer" has the same meaning as in the Act.

"Architectural Code" means the architectural codes for The Banks, attached at Schedule 3 or agreed to at a Meeting of the Management Committee.

"Awning" means any awning attached to The Banks and overhanging pavement.

"Authority" means any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity with jurisdiction over The Banks.

"Building or Buildings" means the structure and structures and improvements located on The Banks.

"Budget" means the estimate of Shared Costs determined under clause 18.

"Business Day(s)" means a day which is not a Saturday, Sunday or a public holiday.

"**By-Laws**" means the by-laws of a Strata Plan.

"Car Park" means the car park area in or forming part of the Building.

"**Car Space**" means a car space in the Car Park dedicated for vehicle parking.

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"Chairperson" means the Chairperson appointed pursuant to clause 2.5.

"Commercial Lot" means a Lot which can only be used for commercial purposes.

"Commercial Owners Corporation means the Owners Corporation of the Commercial Stratum (if any).

"Common Property" means the common property within a Strata Plan.

"Commercial Stratum" means Lot 2 in DP 1259032.

"Council" means Bayside Council.

"Defaulting Member" means a Member who fails to comply with a notice in clause 6.3.

"Default Notice" means the default notice issued in accordance with clause 6.11.

"Developer" means Combined Projects (Rockdale) Pty Ltd ACN 601 986 654.

"DP" means Deposited Plan.

"Easements" means all registered easements created and notified on the Stratum Plan or Strata Plan, being easements for personal access, service access and vehicular access defined in the Act or any other statutory easements for support or shelter as defined in the Act and this Management Statement.

"**Emergency**" means a situation posing an immediate threat to human safety or loss or damage to physical property.

"Excluded Services" means:

(a) all interior fixtures, furniture, finishings, fittings within a Lot including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

(b) all pipes, wires, ducts and cables within a Lot for the exclusive use of that Lot, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

"Facilities Manager" means the facilities manager appointed in accordance with clause 14.

"Financial Statements" means the statements to be prepared by the Management Committee in accordance with clauses 19.8 and 19.9.

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"Fire Control Equipment" means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purpose of fire control.

"Fund" means the fund used to levy, collect, deposit and make payment for the Shared Costs.

"Funds" means the funds levied by the Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 2.

"Garbage Disposal Area" means that part of the Common Property designated by the Management Committee from time to time for the storage of garbage for Owners and Occupiers.

"Insurance" means all insurances required to be effected under clause 20 with an Approved Insurer in which more than one Member has an interest and any other insurance determined by Unanimous Resolution to be insurance.

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

"Lot or Lots" means any of the Commercial Stratum, the Parking Stratum and the Residential Stratum and where those stratum lots have been strata subdivided, the lots within such strata scheme or schemes.

"Management Committee" means the Committee to be formed under clause 2.1, which is responsible for managing The Banks on behalf of the Members.

"Management Statement" means this management statement including all annexures, schedules and attachments.

"Meeting(s) and Emergency Meeting(s)" means a meeting or emergency meeting of the Management Committee conducted in accordance with this Management Statement.

"Member(s)" means each of the parties referred to in clause 2.2.

"**Member's Proportion**" means the amount calculated by applying the following formula:

MP = TA x (SLA / TSLA)

Where:

MP is the Member's Proportion

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TA is the total amount of the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be)

SLA is the floor area of the relevant Member's Lot as shown in the Stratum Plan except where such Lot has been subdivided by strata subdivision or otherwise in which case it will be the aggregate of the floor areas of the Lots as shown in such subdivision plan (excluding common property)

TSLA is the aggregate of each other Member's SLA who must bear the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be) together with the relevant Member's SLA.

"Minor Works" includes any works to a Commercial Lot which involves:

(a) placement of small nails or screws to secure furniture;

(b) painting;

(c) laying of floor coverings;

(d) affixing of a ceiling including suspended ceiling tiles;

(e) core holes through concrete slabs;

(f) internal fitout works that do not affect the structural adequacy of the Building; and

(g) other minor works to the Building that do not affect the structural adequacy of the Building, do not impact any other Lot.

"Occupier" means an occupier of a Lot or part of a Lot including but not limited to a lessee, licensee or invitee.

"Officers or Officer" means the Chairperson, Secretary and the Treasurer.

"Owner" means the owner of a Lot.

"Owners Corporation" has the same meaning as in the Act.

"**Parcel**" means all of the land contained in certificate of title folio identifiers 1/79509, 1/522410, 2/522410 and Auto-Consol 5131-168 (being Lot 19 in DP 59816 and Lot 1 in DP 84102).

"**Parking Stratum**" means Lot 3 in DP 1259032.

"Payment Notice" means the notice issued in accordance with clause 6.3.

"Replacement Representative" means a replacement representative for the Representative for Meeting purposes.

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"Representative" means each of the natural persons appointed by each of the Members in accordance with clause 2.3.

"Residential Owners Corporation" means the Owners Corporation of the Residential Stratum.

"**Residential Stratum**" means Lot 1 in DP 1259032.

"Resolution" means a motion of the Management Committee in favour of which more than 50% of votes of the Members of the Management Committee present and entitled to vote, are cast.

"Restricted Period" means the period commencing from the date that this Management Statement is entered into up until the Developer is no longer the Owner of a Lot within The Banks.

"Schedule(s)" means the schedules or a schedule for this Management Statement.

"Secretary" means the secretary appointed in accordance with clause 2.5.

"**Selling Activities**" means:

(a) the placing of 'For Sale' or 'For Leasing' signs;

(b) having a sales office;

(c) having display suites or apartments; and/or

(d) conducting any marketing activities to sell or lease Lots.

"Service" means any Service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in Schedule 1 as well as ventilation systems and ducts and stairwell pressurisation systems located within The Banks and on top of the Buildings comprising The Banks.

"Shared Costs" means all expenses in relation to:

(a) the Shared Facilities;

(b) amounts payable to the appointed Strata Manager; and

(c) all other amounts determined by the Management Committee by a Unanimous Resolution to be Shared Costs.

"Shared Facilities" means the shared facilities in clause 21.1 and Schedule 1.

"Shared Facilities Plan" means the plan in Schedule 4 showing the location of various Shared Facilities.

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"Sinking Fund" has the meaning given to the term 'capital works fund' in the Act.

"Special Resolution" means a resolution of the Management Committee in favour of which at least 75% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

"Strata Manager" means the person from time to time appointed by the Management Committee under clause 13.

"Strata Manager Fee" means the cost of the Strata Manager under this Management Statement not exceeding an amount which would be considered reasonable by an independent member of the NSW Institute of Strata Management experienced in managing a building commensurate with The Banks.

"Strata Scheme" means a strata scheme (as defined in the Act) comprised within the Parcel.

"Strata Plan" means a strata plan of a Strata Scheme.

"Stratum Plan" means the plan of subdivision of the Parcel which creates the Commercial Stratum, the Parking Stratum and the Residential Stratum being DP 1259032.

"The Banks" means all the Lots that comprise the Stratum Plan, the Shared Facilities and all open space common property areas located on the Parcel.

"Treasurer" means the treasurer appointed in accordance with clause 2.5.

"Unanimous Resolution" means a resolution of the Management Committee in favour of which 100% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

1.3 *Interpretation*

In this Management Statement unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of the Management Statement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;

(e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;

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(f) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;

(g) references to months and years means calendar months and years;

(h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;

(i) if the day on which any act, matter or thing is to be done under or pursuant to this Management Statement is not a Business Day, that act, matter or thing may be done on the next Business Day;

(j) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body;

(k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Management Statement or any part of it;

(l) references to sections means sections of the Act; and

(m) words with a capital letter are defined in the Dictionary contained in clause 1.2.

1.4 Provisions to prevail

The provisions of this Management Statement incorporate and are subject to and include the provisions implied by Schedule 4 *Strata Schemes Development Act 2015*, except to the extent this Management Statement provides otherwise.

PART 2 Compulsory Matters

2 Establishment and composition of the Management Committee and appointment of its office holders

2.1 *Establishing Management Committee*

The Members must:

(a) establish the Management Committee within three (3) months after this Management Statement is registered; and

(b) continue to always have a Management Committee.

2.2 *Members of the Management Committee*

The Members of the Management Committee are:

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(a) the owner or Owners Corporation of the Strata Plan of the Commercial Stratum;

(b) the owner of the Parking Stratum; and

(c) the owner or Owners Corporation of the Strata Plan of the Residential Stratum.

2.3 *Representatives and Substitute Representatives*

(a) Each of the Members has the right to appoint 1 Representative to represent it at meetings.

(b) Each Representative must represent the Member who appointed him or her at Meetings and Emergency Meetings.

(c) An Owners Corporation or other corporation that is a Member of the Management Committee may be represented for the purposes of the Management Committee by a person appointed by, or selected in accordance with, a special resolution or By-Law made by the Owners Corporation or a resolution made by the other corporation.

(d) Each Member must give to the other Members and the Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address and telephone and facsimile numbers of the Representatives who for the time being will represent it at Meetings or Emergency Meetings of the Management Committee.

(e) A Member may at any time give to the other Members and the Management Committee written notice of the name, address, telephone and facsimile numbers of a Replacement Representative.

(f) Anything done by a Representative or a Replacement Representative for the Member that appointed them has the same effect as if the Member undertook such activities.

2.4 *Election not to be a Member*

(a) An Owners Corporation is not required to be a Member of the Management Committee if the Owners Corporation decides, by special resolution, not to be a Member and all other Members of the Management Committee agree.

(b) A person other than an Owners Corporation, is not required to be a Member of the Management Committee if the person, by written notice to the Management Committee, decides not to be a Member and all other Members of the Management Committee agree.

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2.5 *Office Bearers*

The Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

2.6 *Who May be Officers*

An officer must be:

(a) a Representative;

(b) a Replacement Representative; or

(c) the Strata Manager.

2.7 *Officers and Compliance*

(a) The Management Committee may appoint a Representative, Replacement Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

(b) An Officer must perform their functions according to this Management Statement, the Act and the directions of the Management Committee.

2.8 *Appointing Officers*

The Management Committee:

(a) must appoint its Officers within one month after the establishment of the Management Committee;

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

3 Functions of the Committee and its office holders in managing the building and site

3.1 *The Secretary*

The functions of the Secretary are to:

(a) convene Meetings and Emergency Meetings;

(b) prepare notices and agendas for Meetings and Emergency Meetings;

(c) prepare and distribute minutes of Meetings and Emergency Meetings;

(d) give notices for the Management Committee;

(e) answer communications sent to the Management Committee;

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(f) perform administrative and secretarial functions for the Management Committee;

(g) keep records (other than records which the Treasurer must keep) for the Management Committee according to this Management Statement and the Act;

(h) forward copies of the records prepared under clause 3.1(g) to the Strata Manager, within a reasonable time after they are prepared (if the Secretary and the Strata Manager are not the same person or entity).

3.2 *The Treasurer*

The functions of the Treasurer are to:

(a) prepare the Budgets and the Financial Statements for the Fund;

(b) prepare (or arrange for the preparation of) financial statements for the Management Committee;

(c) prepare (or arrange for the preparation of) audit reports;

(d) send notices of the Funds contributions to Members;

(e) collect contributions from Members;

(f) receive, acknowledge, bank and account for contributions and other money paid to the Management Committee;

(g) keep accounting records for the Management Committee; and

(h) provide a copy of the accounting reports prepared under clause 3.2 (g) to the Strata Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Strata Manager are not the same person or entity).

3.3 *The Chairperson*

The Chairperson is to preside at each Meeting and each Emergency Meeting. In the event that the Chairperson does not attend a Meeting or an Emergency Meeting, the Management Committee may appoint another Representative, Replacement Representative or the Strata Manager to preside at the Meeting or at the Emergency Meeting as chairperson.

3.4 *Functions of Management Committee*

The functions of the Management Committee are to:

(a) make decisions for relevant matters referred to in this Management Statement;

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(b) consider any proposal submitted to the Management Committee by any Member;

(c) subject to the Law, consider and determine any other matter which the Members determine by Special Resolution should be considered by the Management Committee;

(d) agree on the Architectural Code for The Banks;

(e) monitor the performance of the Strata Manager;

(f) monitor the performance of the Facilities Manager;

(g) determine, levy and recover contributions for the Fund and make payments from the Fund;

(h) operate, maintain, renew and replace the Shared Facilities;

(i) change or add to the Shared Facilities;

(j) fairly control the use of the Shared Facilities;

(k) effect insurance according to the Act and this Management Statement;

(l) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this Management Statement;

(m) arrange for the maintenance of Shared Facilities and other contracts so that the insurances required under this Management Statement are not affected; and

(n) comply with the Act and this Management Statement.

3.5 *External Contracts*

The Management Committee may enter into contracts or arrangements or undertakings with third parties to assist the Management Committee to perform the obligations of the Management Committee set out under this Management Statement.

4 The way in which the Management Statement may be amended

4.1 *Proposals*

(a) A Member or the Facilities Manager may submit to the Management Committee a proposal to amend the Management Statement;

(b) A proposal submitted to the Management Committee must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

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4.2 *Decisions*

Unless otherwise specified in this Management Statement, a decision to amend this Management Statement must be decided by Unanimous Resolution of the Management Committee.

5 Dispute Resolution

5.1 Disputes

The Members must use their best endeavours and good faith to resolve disputes in relation to this Management Statement before they take action under this clause.

5.2 Notice of Disputes

(a) If a dispute arises in connection with this Management Statement then any Member (including the Strata Manager) may serve on the other Member(s) and the Management Committee a written notice of dispute following which the provisions of this clause apply.

(b) The written notice referred to in paragraph 5.2(a) must:

(i) identify the subject matter of the dispute or complaint;

(ii) set out the facts upon which the dispute or complaint is based;

(iii) identify the provisions of the Management Statement relevant to the dispute or complaint;

(iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and

(v) contain any particulars of quantification of the dispute or complaint.

5.3 Management Committee to negotiate

Within 14 days after a Member serves a dispute notice under clause 5.2 the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on a time and place, they must meet at the offices of the Strata Manager at an agreed time, on the day which is 14 days after the dispute notice was served to try to resolve the dispute by negotiation.

5.4 Mediation

If the parties cannot resolve any dispute arising under or concerning this Management Statement by negotiation under clause 5.3 5.3 then the parties must first refer the dispute to mediation. The mediator must be appointed by an office bearer of the Australian Commercial Disputes Centre and the parties

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agree to do all things on their part necessary to enable such mediation to proceed including without limitation all payments payable to the Australian Commercial Disputes Centre and any mediator appointed by that body of their one-half share of any costs incurred with respect to such mediation. The parties must:

(a) mediate the dispute according to the dispute mediation rules of the Law Society of New South Wales, within 14 days after the mediator is appointed by the office bearer of the Australian Commercial Dispute Centre;

(b) if the parties cannot agree on a mediation timetable or location, then the mediation timetable will be established by the mediator appointed and the location being in Sydney, New South Wales.

5.5 Expert decision

If a dispute cannot be resolved by mediation under clause 5.4 then the dispute may be submitted for final determination to an expert to be agreed upon between the parties or failing agreement by such expert as may be nominated for that purpose by the President for the time being of the New South Wales Law Society.

5.6 Expert instructions

The parties must instruct the expert appointed under clause 5.5 that the expert:

(a) must act as an expert and not as an arbitrator; and

(b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and

(c) must give a written decision including reasons within one (1) month of being appointed.

5.7 Decision

The experts decision in clause 5.5 is final and binding on the parties to the extent permitted by Law.

5.8 Costs

Unless the person decides otherwise:

(a) each party must pay its own costs in connection with the dispute under this clause 5 and

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(b) the costs of referring the dispute to an expert and that experts costs and the cost of enquiries by the expert must be shared equally between the parties.

5.9 Pre - Condition

A party must not begin legal proceedings (other than for an interlocutory, interim or urgent injunction) in connection with a dispute under this Management Statement unless that dispute has first been decided by a person appointed under clause 5.4 or the person appointed under clause 5.5 has failed to give a decision within a reasonable time after that person's appointment.

5.10 Information confidential

A Member must not divulge any confidential information obtained from another Member under this clause 5 other than to their legal or financial advisers for the purposes of resolving the complaint or dispute or otherwise as required by Law.

6 Allocation of the costs of shared expenses and details of the method used to apportion costs of shared expenses

6.1 Apportioning Shared Facilities Costs

Schedule 2 sets out how much each Member must contribute towards the Shared Costs of the Shared Facilities. The Management Committee must charge Members for Shared Facilities according to Schedule 2. If Schedule 2 does not make a provision for a charge, then each Member must contribute as determined by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be contributed by each Member shall be the Member's Proportion.

6.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for Shared Facilities according to Schedule 2 (or according to the determination of the Management Committee if there is no provision in Schedule 2 for that cost). Subject to the description of each Shared Facility in Schedule 1, Shared Costs relating to the Shared Facilities include Shared Costs for:

(a) the maintenance, repair, operating cleaning and replacement of the Shared Facilities;

(b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

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(c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(d) the inspection of Shared Facilities (if applicable) by a Authority; and

(e) the certification of Shared Facilities for the purposes of the Law.

6.3 *Paying Contributions*

Subject to this clause, the Management Committee must give each Member at least 30 days' notice, called a Payment Notice, before the Fund contribution is due. The Payment Notice must be in writing and must show:

(a) the total contribution to be raised;

(b) the portion of the contribution the Member must pay; and

(c) the date the payment is due.

If the Management Committee has to raise Funds in an emergency, it may give less than 30 days' notice of the contribution.

6.4 *Banking money and interest on accounts*

The Management Committee must deposit all contributions and other money paid to the Management Committee by Members or otherwise into its bank or building society accounts.

6.5 *Drawing from accounts*

The Management Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement.

6.6 *Late payments*

A Member must:

(a) pay the Management Committee interest on any amount the Member owes the Management Committee under this Management Statement but do not pay on time; and

(b) pay interest from (and including) the date on which the payment was due until the date it was paid.

6.7 *Interest*

The Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft quoted by the bank or building society of the Management Committee.

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6.8 Debt

The Management Committee may recover unpaid contributions and other money owed to it under this Management Statement as a debt.

6.9 Dealing with surplus Funds

If there is surplus money in the Fund at the end of a budget cycle under this clause, the Management Committee may distribute it between the Members in shares decided by the Management Committee. When deciding the shares for the distribution of surplus money according to this clause, the Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds. The Management Committee may decide to distribute surplus Funds under this clause only by Special Resolution.

6.10 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

6.11 Defaulting Member

(a) If a Member fails to comply with a valid Payment Notice that Member is not a Defaulting Member until:

(i) the Management Committee (or the Strata Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within thirty days of service of that notice ("Default Notice"); and

(ii) the Member has failed to pay the money necessary to remedy the default within that time.

(b) The Management Committee (or the Strata Manager) is not entitled to serve on an Member a notice under sub paragraph 6.11(a) if:

(i) that Member has served a notice seeking reasonable clarification of an amount in accordance with clause 6.2 and is complying with the requirements of that clause; or

(ii) the Management Committee has failed to comply with its obligations in this clause 6.

6.12 Obligations of Members on Default by an Member

If a Member to whom a Payment Notice has been given is a Defaulting Member, the following apply:

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(a) at the time of giving the Default Notice referred to in sub paragraph 6.11 the Management Committee (or the Strata Manager) must give to the Defaulting Member a Default Notice informing the Defaulting Member that it is in breach.

(b) on giving a notice referred to in sub paragraph 6.11, the money payable by the Defaulting Member may be recovered by the Management Committee from the Defaulting Member as a debt due and owing together with interest at the rate in accordance with clause 6.6(b), such interest to be computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

(c) while a Member remains a Defaulting Member:

(i) neither it nor its Representative or Replacement Representative on the Management Committee is entitled to exercise a vote at any Management Committee Meeting or any Emergency Meeting;

(ii) the requirement of a quorum in clause 10.1 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

(iii) it is not entitled to request a Meeting or Emergency Meeting of the Management Committee under clause 9.1 or submit a proposal to the Management 15.1Committee under clause .

6.13 Dispute Shared Costs

If there is a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities, the Member must pay according to the proportion in Schedule 2 (or according to clause 6.2 if there is no provision in Schedule 2 for that Shared Cost). After the Member and the Management Committee resolve the dispute, the Members or the Management Committee must pay any necessary adjustments.

6.14 Dispute – Negotiation, Mediation Arbitration

If a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities is determined under clause 6, the negotiator, mediator or expert who determines the dispute must determine any adjustments the Member or the Management Committee must pay.

6.15 Clarification

If a Member requires clarification of an amount it is requested to pay under this Management Statement or a Payment Notice it may within seven (7) days of receipt of a Payment Notice notify the Management Committee (or the

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Strata Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

6.16 GST

(a) In this clause 6.16:

(i) "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and

(ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.

(b) The Management Committee must comply with the GST legislation (including lodging Business Activity Statements when required).

(c) The Shared Costs for the Shared Facilities and any other consideration payable under this Management Statement by the Members has not been calculated to include GST.

(d) The Member must pay to the Management Committee, on each date the Member must make payment for a Taxable Supply under this Management Statement, an additional amount equal to the GST payable on the Taxable Supply or component of the Supply for which that payment is made.

7 Review process regarding allocation of costs

7.1 Changing and Adding to the Shared Facilities

(a) The Management Committee may, by Unanimous Resolution:

(i) add Shared Facilities if it identifies new Shared Facilities;

(ii) create new Shared Facilities;

(iii) change existing Shared Facilities;

(iv) change the use of existing Shared Facilities;

(v) modify or replace existing Shared Facilities;

(vi) extend Shared Facilities; or

(vii) determine a charge for a Shared Facility where Schedule 2 does not make provision for a charge.

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(b) The Management Committee may by Special Resolution change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

(i) the Shared Costs for Shared Facilities will be more fairly divided; and

(ii) the fairness of the division of Shared Costs is supported by at least two expert consultants reports (unless all Members agree to waive this requirement).

(c) The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause.

7.2 Changing Facilities – Pre-Conditions

Before the Management Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities the Management Committee must resolve to deal with the Shared Facility under clause 7.1 and at least one of the following must occur:

(a) the Management Committee identifies new Shared Facilities;

(b) the use of Shared Facilities changes;

(c) Shared Facilities are repaired, modified or replaced; or

(d) anything else happens which affects the Shared Costs of the Shared Facilities.

The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause. A copy of the altered Schedule 1 and Schedule 2 must be provided to each Member, within 15 Business Days after such alteration has occurred.

7.3 Review Mechanism

The Management Committee must engage a review expert to carry out the Shared Facilities Review:

(a) at least once in each five year period (or more frequently where the Management Committee may require by Unanimous Resolution);

(b) as soon as practicable following any subdivision; and

(c) as soon as practicable following any change or addition to the Shared Facilities, shared used or enjoyed between one or more of the Owners.

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7.4 Submissions

Each of the Owners may make written and oral submissions to the review expert in respect of the subject matters of the Shared Facilities Review.

7.5 Final & Binding

The review expert in undertaking the Shared Facilities Review does so as an expert and not as an arbiter and the Shared Facilities Review will be final and binding on the Owners.

7.6 Variation to Management Statement

Following the Shared Facilities Review, the Owners must jointly and at their shared cost do all things required to:

(a) vary this Management Statement in accordance with the Shared Facilities Review; and

(b) where the Shared Facilities Review arises as a result of a subdivision as contemplated by clause 11.3 vary this Management Statement in accordance with clause 12.

7.7 Disputes

Where there is any dispute between the Owners in respect of the interpretation of the Shared Facilities Review, the Owners must in good faith endeavour to resolve the dispute in accordance with clause 5 of the Management Statement.

7.8 Registration

Each Owner must do all things (including executing all documents and procuring any mortgagee or chargee to execute documents and produce the title) required to effect the registration of a variation of the Management Statement or register a replacement Management Statement to give effect to this clause 7.

8 Service of Notices and other documents on the Management Committee

8.1 Service

A notice, approval, consent or other communication in connection with this Management Statement:

(a) must be in writing; and

(b) must be left at the address of the addressee, or sent by pre-paid ordinary post to the address of the addressee or by facsimile to the

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facsimile number of the addressee notified by the addressee to the other Members and the Management Committee in accordance with clause2.3(e) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

8.2 *Date when effective*

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

8.3 *Receipt of notices*

A letter or facsimile is taken to be received:

(a) if posted, on a third day after posting;

(b) if delivered to the party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day; and

(c) if transmitted by facsimile to a party's address and the correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

8.4 *Notices by email*

The Management Committee, an owner, a member or any other interested party under this Management Statement may elect to allow receipt of notices by email at any time by providing their email address to the Management Committee to be made available to all other owners, members and interested parties for this purpose.

8.5 *Service of Notices on the Management Committee*

Notices on the Management Committee may be served upon the Management Committee or the building manager as appointed from time to time.

PART 3 Other Matters

9 Meetings of Management Committee

9.1 *Convening Meetings and Delegates*

The Management Committee must convene a Meeting:

(a) if the Management Committee decides to hold a Meeting;

(b) if requested by notice in writing by a Member not being a Defaulting Member setting out the issue or proposal required to be addressed in the Meeting, if the Management Committee receives a notice under this clause 9.1(a) and there is an emergency the Management Committee

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must hold the Meeting within 14 days or sooner from the day the Management Committee receives the notice from the Member; or

(c) within 1 month after the establishment of the Management Committee; and

(d) at least every 12 months.

9.2 *Notices*

The Management Committee must give each Member at least 10 Business Days written notice of a Meeting, which includes the Meeting agenda and details. In the case of an emergency, shorter notice may be given and the manner of notice may include telephone calls depending upon the circumstances.

9.3 *Management Committee Meeting Minutes*

The Management Committee must prepare, keep and maintain:

(a) notices of Meetings and agendas for Meetings;

(b) minutes of all Meetings and distribute those minutes to each Member within 14 days of the relevant Meeting.

9.4 *Members Rights to Inspect Records*

Members, Owners and Occupiers may inspect the Management Committee's records in the following manner:

(a) the Members, Owners or Occupiers must apply in writing to the Management Committee;

(b) must pay the Management Committee the inspection fee prescribed from time to time by the regulations to the Act; and

(c) the Management Committee must allow the Member, Owner or Occupier to inspect Management Committee's records within 5 Business Days after a request has been made in writing and the payment of the inspection fee under clause 9.4(b).

10 Quorum

10.1 *Quorum*

One Representative or Replacement Representative of each Member will constitute a quorum for any Meeting of the Management Committee. If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned, without the need for further notice, for two business days, to be held at the same time and at the same place notified for the original Meeting. The quorum for the adjourned Meeting will be that

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number of Representatives present at the time appointed for the adjourned Meeting.

10.2 *Decisions in Writing*

The Management Committee may make decisions in writing without holding a Meeting if:

(a) the Management Committee serves on the Members according to this Management Statement notice of the Meeting and the motions to be considered by the Management Committee; and

(b) the required Members or the Members have approved each motion within the notice in clause 10.2(a) in writing.

11 Voting

11.1 *Voting*

Subject to clause 11.2 at all Meetings of the Management Committee a Member is entitled to vote with the vote to its respective Representative.

11.2 *Restrictions on voting*

The following restrictions apply to the voting at any Meeting or Emergency Meeting:

(a) a Member may only vote on a motion regarding any of the Shared Facilities if:

(i) the Member contributes towards the cost of such of the Shared Facilities; and

(ii) the effect of the Motion is to require the Member to contribute towards the cost of such of the Shared Facilities; and

(b) the Chairperson does not have a casting vote.

11.3 *Subdivision of Stratum Lots*

The Owner of the Commercial Stratum, the Parking Stratum or the Residential Stratum may subdivide such Stratum by way of strata plan or otherwise without the consent of the Management Committee so long as the subdivision complies with the Law and does not conflict with this Management Statement.

11.4 *Voting Rights*

(a) For the purposes of this Management Statement:

(i) the owner or Owners Corporation of the strata plan of the Commercial Stratum shall hold an entitlement of one vote;

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(ii) the owner of the Parking Stratum shall hold an entitlement of one vote; and

(iii) the owner or Owners Corporation of the strata plan of the Residential Stratum shall hold an entitlement of one vote.

12 Management Committee decisions

12.1 *Decisions*

The Management Committee may make decisions:

(a) according to this Management Statement;

(b) by a Resolution, Special Resolution or Unanimous Resolution according to this Management Statement.

12.2 *Resolutions Required*

A decision of the Management Committee may be made by a Resolution unless otherwise specified in this Management Statement.

12.3 *Unanimous Resolution Required*

The matters which the Management Committee must decide by Unanimous Resolution are:

(a) amending this Management Statement;

(b) changing the Architectural Code;

(c) changing, adding to or extending the Shared Facilities;

(d) changing, adding or varying the Shared Costs;

(e) changing, adding or varying the portion of Shared Costs levied in Schedule 2;

(f) the repayment of part or in whole of the Funds to Members.

13 Appointing the Strata Manager

13.1 *Appointment of the Strata Manager*

The Management Committee may appoint a Strata Manager to manage the Management Committee's functions relating to The Banks. The appointment and terminating the appointment of the Strata Manager under this clause may be by a Resolution.

13.2 *Delegation of Functions*

Subject to clause 13.3, the Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

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13.3 *Restricted Functions*

The Management Committee may not delegate the following functions to the Strata Manager:

(a) functions which the Management Committee may exercise only by Special Resolution or Unanimous Resolution;

(b) functions which the Management Committee decides by Special Resolution may be performed only by the Management Committee; and

(c) the function to determine and levy the Fund and the Fund contributions on Members.

13.4 *Strata Manager Fees*

The Strata Manager Fee of the Strata Manager for the term of appointment may be the amount reasonably determined by the Management Committee.

13.5 *Strata Manager and Management Committee Contract*

The agreement between the Management Committee and the Strata Manager must:

(a) be in writing and be signed by each Member and the Strata Manager;

(b) reserve the power for the Management Committee and the Officers to continue to exercise the functions which the Management Committee delegates to the Strata Manager; and

(c) have provisions regulating the rights of the Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.

13.6 *Strata Manager Obligations*

Subject to this clause, the Strata Manager under an agreement may undertake the following duties, without limitation:

(a) performing the functions of the Secretary;

(b) performing the functions of the Treasurer;

(c) performing the functions of the Chairperson; and

(d) doing anything else that the Management Committee agrees is necessary for the operation and management of The Banks.

13.7 *Strata Manager's Licence*

The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

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14 Facilities Manager

14.1 *Facilities Manager*

Subject to this clause, the Management Committee has the power to appoint and enter into agreements with the Facilities Manager to provide:

(a) for the operation, maintenance, repair and replacement of Shared Facilities; and

(b) for the management and operational services for The Banks.

14.2 *Facilities*

The Facilities Manager may provide services for the Management Committee which Members must pay for according to Schedule 2.

14.3 *Terms of the Agreement*

The term of the initial agreement between the Management Committee and the Facilities Manager must not exceed three Years (including options to renew the agreement). The term of a new agreement may be for the period reasonably determined by the Management Committee.

14.4 *Facilities Manager's Fee First Year*

The remuneration of the Facilities Manager for the first year of the initial agreement under this clause must not exceed an amount determined by the Management Committee as being the market rate, and may provide separate amounts for facilities management duties and the supervision of service contracts entered into by the Management Committee (or its agent).

14.5 *Facilities Manager's Fees*

The remuneration of the Facilities Manager for subsequent years of the initial agreement under this clause or for a new agreement must not exceed the market rate agreed between the Management Committee and the Facilities Manager for performing the duties of the Facilities Manager.

14.6 *Agreement*

An agreement between the Management Committee and the Facilities Manager must:

(a) be in writing and be signed by each Member and the Facilities Manager; and

(b) have provisions about the rights of the Management Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

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14.7 *Duties of the Facilities Manager*

Subject to this clause, the duties of the Facilities Manager under an agreement may include, without limitation:

(a) managing the maintenance, repair and replacement of the Shared Facilities;

(b) preparing and keeping current a short and long term maintenance, repair and replacement programme for the Shared Facilities;

(c) preparing and keeping current an asset management plan for the Shared Facilities;

(d) performing an annual audit of the Shared Facilities (which are readily accessible to the Facilities Manager);

(e) supervising contracts entered into by the Management Committee or by the Facilities Manager on behalf of the Management Committee; and

(f) doing anything else which the Management Committee considers is necessary for the operation and management of Shared Facilities and The Banks.

14.8 *Agent*

Under an agreement with the Facilities Manager, the Members may authorise the Facilities Manager to act as their agent and:

(a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and

(b) enter into contracts on behalf of the Members.

14.9 *Services*

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

15 Submissions to Management Committee

15.1 *Proposals*

A Member or the Strata Manager may submit to the Management Committee a proposal for one or more of the following:

(a) maintenance, repair, refurbishment or replacement of any external area of The Banks;

(b) provision or variation of any Service to or within The Banks;

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(c) amendment of this Management Statement;

(d) the alteration of the external appearance of The Banks

(e) repair, renewal or replacement of a Shared Facility;

(f) acquisition of a new Shared Facility;

(g) entry into, variation of or termination of a maintenance agreement or insurance policy;

(h) alteration of the apportionment of the Shared Costs for Members;

(i) consideration of any other matter to which this Management Statement applies.

15.2 ***Resolutions***

Proposals under clause 15.1(a), (b), (e) and (g) will require a Resolution for determination and proposals under clause 15.1(c), (d), (f) and (h) will require a Unanimous resolution for determination. Proposals under clause 15.1(i) will require a Resolution for determination unless otherwise set out in this Management Statement.

15.3 ***Submission of Proposals***

A proposal submitted to the Management Committee under clause 15.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

15.4 ***Not Performed***

The Management Committee may do anything in The Banks which a Member, an Owner or an Occupier should have done under this Management Statement but which they have not done, or in the opinion of the Management Committee, acting reasonably, the Member, Owner or Occupier has not done properly.

15.5 ***Entry***

The Management Committee may enter the affected part:

(a) of The Banks and stay there for as long as necessary and to do what is required to remedy under clause 15.4; or

(b) in an Emergency.

15.6 ***Costs***

The Member, Owner or Occupier who has not completed properly what it must have done under this Management Statement, is liable to pay the costs of the

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Management Committee for such works, within 7 Business Days after such works are completed.

15.7 ***Liability***

The Management Committee is not liable for damage arising out of exercising rights under this clause (except for damage caused by the Management Committee's negligence or the Management Committee's agents or representatives negligence).

16 Architectural compliance

16.1 ***Architectural Code***

The Architectural Code for The Banks helps to preserve the architectural integrity of The Banks. The Architectural Code for The Banks is in Schedule 3 of this Management Statement. The Architectural Code does not bind the Developer and may be unilaterally varied, amended or replaced from time to time by the Developer during the Restricted Period.

16.2 ***Architectural Code Compliance***

Subject to this Management Statement, the Members, Owners and Occupiers (other than the Developer during the Restricted Period) must:

(a) comply with the Architectural Code for The Banks; and

(b) obtain necessary consents from the Management Committee according to the Architectural Code for The Banks before they carry out works in The Banks or a Lot of The Banks.

16.3 ***Amending Architectural Code***

The Developer has the right to amend the Architectural Code at any time without consent of the Members during the Restricted Period at the Developer's expense.

16.4 ***No Requirements for Consent – Commercial and Separate***

(a) For Commercial Lots, provided consent from the relevant Authority has been obtained, the Member, or Owner and Occupier of a Lot may carry out refurbishment works, fitout and modification to the interior of a Lot or to the Excluded Services without the need for consent from the Management Committee provided the refurbishment works, fitout and modifications comply with the Architectural Code.

(b) The Management Committee must provide reasonable assistance to the Member, Owner or Occupier of a Commercial Lot in seeking any

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necessary consent from an Authority, including as necessary, signing any consent forms.

16.5 ***Compliance with clause16.2***

Compliance with clause 16.2 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

17 Obligations and rights of the Members, Owners and Occupiers

17.1 ***General obligations of the Members***

(a) The Members, Owners and Occupiers must:

(i) ensure the Management Committee is and remains properly constituted in accordance with the Act and this Management Statement;

(ii) ensure the insurance is effected and maintained in accordance with clause 20, the Act and this Management Statement;

(iii) comply with the terms of the Easements;

(iv) pay any cost incurred as a Shared Costs in the relevant proportions specified in this Management Statement or as determined in accordance with this Management Statement;

(v) ensure the Management Committee is properly constituted;

(vi) comply with the decisions of the Management Committee;

(vii) implement decisions of the Management Committee;

(viii) comply with the By-Laws;

(ix) comply with the Architectural Code for The Banks;

(x) comply with the Act and this Management Statement;

(xi) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Management Statement; and

(xii) effect and maintain the insurance required by this Management Statement and the Act.

17.2 ***Nature of Member's obligations***

(a) The obligations of the Members under this Management Statement are several and not joint and accordingly no Member incurs a liability to another party by reason only of the default of another Member;

(b) Each Member:

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(i) must promptly comply with its obligations contained or implied in this Management Statement; and

(ii) is responsible for its own acts and those of its contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its contractors, employees and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives or agents have been negligent.

17.3 *Maintenance obligations*

Except for Shared Facilities, subject to this Management Statement and the Easements, each Member, Owner and Occupier must, at the cost of the Member:

(a) maintain and keep in good repair the part of The Banks owned or occupied by the Member, Owner or Occupier;

(b) maintain and keep in good repair the external appearance of The Banks owned or occupied by the Member, Owner or Occupier; and

(c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member, Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian Standard.

17.4 *Members responsibility*

The Members, Owners and Occupiers:

(a) are liable for damages for the loss caused to another Member or Owner or Occupier or a person who must comply with this Management Statement, properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Member's property; and

(b) release the other Member or Owner or Occupier from any costs, claims or liability except costs, claims, or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

18 Budget

18.1 *Preparation of Budgets*

The Management Committee must prepare a budget for each 12 month period showing how much money or monies will be required for;

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(a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

(b) any other Shared Costs.

18.2 *Timeframe for First Budget*

The Management Committee must prepare the first budget within 1 month after the Management Committee is established.

18.3 *What funds must the Management Committee establish*

Within 1 month after the Management Committee is established, the Management Committee must establish:

(a) the Administrative Fund; and

(b) the Sinking Fund.

18.4 *Payments – Fund*

The Management Committee must:

(a) use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities such as maintenance costs, operational costs, insurance costs and administrative costs;

(b) use the Sinking Fund to pay for the renewal and replacement of Shared Facilities;

(c) hold Funds in the Sinking Fund in a manner which readily identifies the respective accumulated contributions of each Member; and

(d) deduct expenditure from the Sinking Fund from the respective accumulated contributions of each Member as shown in Schedule 2 (or otherwise by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be deducted for each Member shall be the Member's Proportion).

18.5 *Preparing Budgets*

Subject to this Management Statement, the Management Committee must prepare a budget for each 12 month period showing:

(a) how much money it will need during that period for the Fund; and

(b) the income the Management Committee budgets to receive in that period.

18.6 *Budget details*

A budget must contain itemised details of:

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(a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;

(b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and

(c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

18.7 *Budget requirements*

The Management Committee must budget enough money to comply with its obligations under this Management Statement and the Act.

19 Contributions

19.1 *Management Committee - contributions*

The Management Committee must:

(a) levy Members the contribution it will need for the Fund for each 12 month period. The amount of contributions must coincide with the budget prepared by the Management Committee under clause 18; and

(b) levy the first contribution within one month after the budget has been approved; and

(c) coincide the contribution cycle with the budget cycle in clause 18.

19.2 *Procedures for determining contributions*

Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Management Committee).

19.3 *12 Month contributions*

The Management Committee must decide contributions for each 12 month period at a Meeting.

19.4 *Contribution details*

The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:

(a) the budget prepared by the Management Committee according to clause 18;

(b) the current Financial Statement prepared by the Management Committee according to clause 19.7(a).

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19.5 *Insufficient funds*

The Management Committee must levy Members additional contributions to the Fund if it cannot pay its debts for a 12 month contribution period.

19.6 *Additional Funds Meeting*

The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Management Committee for the remainder of the 12 month contribution period which shows:

(a) how much money the Management Committee will need for the remainder of the period for the Fund for which the additional contribution will be levied; and

(b) income which the Management Committee knows it will receive for that Fund during the remainder of the period.

19.7 *Preparing Financial Statements*

Within 2 months after the end of each 12 month contribution period, the Management Committee must:

(a) prepare Financial Statements for each of its accounts; and

(b) have its accounts audited by a qualified auditor.

19.8 *Financial Statements*

The Management Committee must prepare Financial Statements for each of its accounts:

(a) from the date of the last Financial Statement to within 2 months after the next contribution period starts; and

(b) where possible, in time for Members which are Corporations to include in their budgets their portion of costs under this Management Statement.

19.9 *Details of Financial Statements*

Each Financial Statement(s) must show for the Fund:

(a) details of income and expenditure;

(b) the balance carried forward from the last period;

(c) particulars and amounts of each item of income;

(d) particulars and amounts of each item of expenditure;

(e) the cash in the Fund at the end of the period;

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(f) the balance of the Fund;

(g) contribution arrears for each Member;

(h) the amount of credit or debit in the Fund; and

(i) other relevant information.

20 Insurance and Indemnity

20.1 *Required Insurances*

(a) The Management Committee must effect and maintain insurances for:

(i) the full insurable value of the structure of The Banks in accordance with the Act; and

(ii) Public Liability Insurance for liability not less than $20,000,000.00 for any one claim or such higher amount as the Management Committee may determine by Resolution; and

(iii) machinery breakdown insurance for the Shared Facilities plant and equipment which is not covered under warranty; and

(iv) workers' compensation insurance if required by Law; and

(v) increased costs during the period of insurance.

(b) All policies are to be taken out with an Approved Insurer in the names of the Management Committee, and, if applicable, any mortgagees in possession holding under a registered mortgage for their respective rights and interests.

(c) Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Management Committee (or the Strata Manager) and certified copies must be supplied to each Member upon request.

(d) The Management Committee must reassess the full insurable value of the structure of The Banks at least once every consecutive 3 year period from the date of registration of this Management Statement.

(e) The Management Committee must effect as a Shared Cost office bearers liability cover for all Representatives and Replacement Representatives Members of the Management Committee.

20.2 *Valuation*

The Management Committee must have The Banks valued for insurance purposes at least every 3 years from the date this Management Statement is

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registered or such other period as is prescribed by the Act. The valuation must be done by a qualified valuer or quantity surveyor who has:

(a) a minimum of 7 years' experience; and

(b) experience in valuing for insurance purposes project properties like The Banks.

20.3 *Insurance records*

The Management Committee must keep with its records all duplicate or certified copies of the insurance policies, renewal certificates and endorsements for insurances it effects under this Management Statement.

20.4 *Basis of Apportionment*

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 2.

20.5 *Total or Partial Destruction of The Banks*

In the event of The Banks or any part of The Banks being totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

(a) the Members will, from the insurance money available and to the extent this may be insufficient from their own money in the relevant proportions, reinstate The Banks or that part of The Banks substantially in accordance with its original design and the Architectural Code for The Banks or that part of The Banks; or

(b) if the Members by Special Resolution **agree** that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent that this may be insufficient from their own monies, in the relevant proportions stipulated in Schedule 2, prepare the land for the new building and then construct The Banks or that part of The Banks in accordance with the agreed plans and specifications; or

(c) if the Members by Unanimous Resolution **agree** that:

(i) The Banks or that part of The Banks is not to be reinstated; and

(ii) The Banks or that part of The Banks is not to be rebuilt to a different design, the Members will promptly demolish The Banks or that part of The Banks and clear the land or that part of the land of all improvements, structures, rubbish and debris and following the demolition clearance being carried out to the

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satisfaction of the Members then no Member will have a claim against another Member.

(d) If the Members acting reasonably are unable to reach agreement under sub paragraphs (b) or (c) then sub paragraph 20.1(a) must apply.

20.6 ***Insurance not to be Avoided***

A Member must not at any time do, permit or omit or suffer to be done, committed or omitted any act, matter or thing upon The Banks or to bring or keep anything on The Banks so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

20.7 ***Indemnity***

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Member's property in The Banks, those parties will:

(a) do so at their own risk; and

(b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:

(i) claims and demands of any kind;

(ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Member's property or The Banks,

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

21 Shared Facilities

21.1 ***What are Shared Facilities?***

A number of facilities and services in The Banks are used by 2 or more Members. These facilities are called the Shared Facilities. The Shared Facilities include:

(a) the Shared Facilities (with a description of each) in Schedule 1;

(b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of The Banks;

(c) any rooms or areas in which Shared Facilities are located;

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(d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(g) the inspection of Shared Facilities (if applicable) by an Authority; and

(h) the certification of Shared Facilities for the purposes of the Law.

21.2 *Management of Shared Facilities*

Subject to this Management Statement, the Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Management Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

21.3 *Who may use Shared Facilities?*

This Management Statement may specify which Members and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility. If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Member, Owner and Occupier according to this Management Statement.

21.4 *Using approved contractors*

Many of the Shared Facilities in The Banks are highly technical and affect other components in The Banks. As a result:

(a) the Shared Facilities, the Shared Facilities building works and Shared Facilities Services must be maintained to a high standard; and

(b) only contractors approved by the Management Committee may do structural building works and maintain or replace the Shared Facilities.

(c) all contractor service agreements must take into account in scope any relevant requirements including but not limited to development consent conditions, voluntary planning agreements, voluntary management plans, management statements or by-laws.

21.5 *Contractors Used*

The Management Committee must:

(a) appoint and make sure that contractors approved by it are always available to maintain the Shared Facilities and do structural building works; and

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(b) give each Member a list of current approved contractors.

21.6 *Approving Contractors*

The Management Committee may make a decision to approve a contractor in its absolute discretion. The Members, Owners and Occupiers must use approved contractors for all work described in this clause.

21.7 *Damage to Shared Facilities*

A Member, an Owner or an Occupier must:

(a) use Shared Facilities only for their intended purposes;

(b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility; and

(c) compensate the Management Committee for any damage to any Shared Facilities caused by them, their visitors or persons doing work in The Banks on their behalf.

21.8 *Management Committee and Contractor Access*

(a) In addition to any rights at Law, the Management Committee and its employees and contractors may access any part of a Lot or Common Property to operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities and otherwise to comply with this Management Statement.

(b) In exercising its rights referred to in clause 21.8(a) the Management Committee must:

(i) give reasonable prior notice to the relevant Lot Owner (excepting in an emergency situation if it is not practical to do so);

(ii) not unreasonably interfere with the quiet enjoyment of the Lot depending upon the circumstances; and

(iii) make good any damage to a Lot occasioned by this access.

22 Security

22.1 *Security control at The Banks*

Security of The Banks is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates access and security issues and the use of security equipment (e.g. the provision of security keys).

22.2 *Restricting access to parts of The Banks*

The Management Committee may:

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(a) close off or restrict access to Members, Owners and Occupiers to parts of The Banks to which they do not require access to get to a Lot which they own or occupy; and

(b) subject to this Management Statement, restrict access to the Shared Facilities.

(c) secure doors or gates in The Banks between the hours it determines are appropriate to preserve the security of The Banks and to protect Owners and Occupiers and their property

(d) not restrict access to a Strata Scheme without the consent of the Owner's Corporation for that Strata Scheme.

23 Powers of the Management Committee to act on behalf of the Members

23.1 *Powers*

Each Member agrees that the Management Committee (or a person appointed by the Management Committee) may act as agent for all the Members and take legal proceedings about:

(a) the failure of a Member to pay Fund contributions;

(b) the failure of an Member or Owner or Occupier to comply with their obligations under this Management Statement.

23.2 *Attorney*

Each Member appoints the Management Committee as its agent and attorney to enable the Management Committee or a person appointed by the Management Committee to take any action authorised by a Resolution made by the Management Committee according to this Management Statement.

23.3 *Member*

This clause does not prevent a Member from taking legal proceedings in its own name.

24 Consents by the Management Committee

24.1 *Consent*

The Management Committee may give consents under this Management Statement at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Management Committee may give consents under this Management Statement by Resolution.

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24.2 ***Conditions***

The Management Committee may make conditions if it grants consent under this Management Statement.

24.3 ***Revoked Consent***

The Management Committee may revoke its consent if the person who has been granted the consent does not comply with:

(a) conditions made by the Management Committee when it granted the consent; and

(b) the clause under which the Management Committee granted the consent.

25 Owners Corporations By Laws

25.1 ***Changing By Laws***

An Owners Corporation may change, alter, cancel or amend the By laws for its Strata Scheme, provided:

(a) the Owners Corporation must consult with the Management Committee prior to making the alteration, amendment, change or amendment to the by-law; and

(b) the alteration, amendment, change or amendment to the by-law must not conflict with this Management Statement.

26 Car Park

26.1 ***General Provisions***

(a) Some areas of the Car Park and the car parking facilities in The Banks are a Shared Facility and are subject to Shared Costs which are apportioned and levied in accordance with Schedule 2.

(b) The Owner or Occupier of a Lot who is allocated a Car Space or otherwise permitted access to the Car Park to utilise a Car Space in connection with that Lot must:

(i) only drive in the direction indicated by arrows in the Car Park;

(ii) when driving a motor vehicle in the Car Park not exceed the speed of 10 kph;

(iii) co-operate with other Lot Owners or Occupiers in the Car Park; and

(iv) keep the Car Space clean and tidy.

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(c) The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not:

(i) park vehicles greater than the size of a Car Space in the Car Park;

(ii) create any noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or Occupier of another Lot or of any person lawfully using the Car Park;

(iii) assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee;

(iv) assign, lease or licence any Car Space within the Car Park without the consent of the Management Committee, which may not be unreasonably withheld.

(d) The Management Committee must:

(i) maintain, clean and service the Shared Facility areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;

(ii) provide adequate security for the Car Park;

(iii) issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.

(e) The Management Committee may charge the Commercial Owners Corporation, the Residential Owners Corporation, an Owner or an Occupier of a Lot a fee, charge or bond for the issue of access keys, security keys and necessary access devices for the Car Park under clause 26.1(c).

(f) The Commercial Owners Corporation, the Residential Owners Corporation and the Owners and Occupiers of a Lot must notify the Management Committee properly if an access key, security key or necessary access device is lost or misplaced by the relevant party.

(g) The Management Committee, Owners and Occupiers of a Lot acknowledge the rights of the Owners and Occupiers of a Lot in the Commercial Stratum and the Residential Stratum to use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the *Conveyancing Act 1919* (NSW).

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26.2 *Parking Stratum Provisions*

(a) The parties acknowledge that the owner of the Parking Stratum will utilise that part of the Car Park it owns as a public carparking facility and that this use will require the owner of the Parking Stratum to install and maintain various signage and control measures for parts of the Car Park to ensure the smooth operation of the various car parking areas.

(b) The owner of the Parking Stratum will at all times and at its own cost and expense, be entitled to install, service and maintain:

(i) car parking signage at the entrance of the Building's Car Park in a form as set out in **Error! Reference source not found.** or as otherwise reasonably approved by the Management Committee;

(ii) ticket machines in the locations and as set out in **Error! Reference source not found.** or as otherwise reasonably approved by the Management Committee;

(iii) lighting sensor/display system over the Parking Stratum car spaces;

(iv) licence plate readers linked to ticket machines at the entry of the Cap Park; and

(v) reasonable associated cables, conduits and pipes, supports and supplies for the continued use and operation of the items noted above,

(**Public Carpark Services**).

(c) The owner of the Parking Stratum must at all times:

(i) ensure that where a fee is charged for the use of the Parking Stratum by the public, it provides a minimum of an initial 2 hours free parking;

(ii) ensure all electric or other services to enable the operation of the Public Carpark Services is separately metred;

(iii) pay all electric or other service connection, supply and usage rates and charges for the Public Carpark Services;

(iv) ensure that the Public Carpark Services does not inhibit or negatively impact the quite use and enjoyment of the other owners and occupiers of the Building;

(v) undertake any maintenance or repair works to any part of the Car Park without providing reasonable prior written notification to the Management Committee, being at least 48 hours prior notice,

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except in the case of an emergency where no notification is required provided notification of the access and works undertaken must be provided at least 48 hours after any such emergency access;

(vi) amend, replace or vary the Public Carpark Services without first obtaining the prior written approval of the Management Committee, such consent not to be unreasonably withheld or delayed.

27 Use of The Banks in relation to movement of stock, goods, furniture

(a) An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through The Banks or the Car Park, without sufficient notice to the Strata Manager or the Facilities Manager being at least 48 hours prior notice. The Strata Manager has the absolute discretion to limit such movement of furniture, large objects or deliveries to a specific time, so to limit the inconvenience to an Owner or Occupier of another Lot.

(b) An Owner or Occupier of a Lot transporting items as specified in subparagraph (a) must use the protective material required to be used by the Strata Manager or Management Committee, when transporting any item in or across or through The Banks.

(c) The Management Committee may resolve by Special Resolution that furniture, large objects or deliveries to and from the Lot are to be transported through or on The Banks (whether in the building or not) in a specified manner.

(d) If the Management Committee has specified, by Special Resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on The Banks except in accordance with that Special Resolution.

28 Garbage disposal

(a) Subject to all the requirements of Council, each Owner or Occupier must ensure the removal of garbage from the Lot on a regular basis.

(b) Garbage may be stored or disposed of by each Owner or Occupier in the Garbage Disposal Area until collection.

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(c) The Management Committee must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, must incorporate or address:

(i) permitted means, times and regularity of disposal;

(ii) disposal routes;

(iii) permitted pick-up areas (if any);

(iv) location of garbage removal;

(v) storage of garbage;

(vi) containment of garbage;

(vii) regularity of garbage removal;

(viii) washing of bins;

(ix) segregation of recycling from general garbage; and

(x) special garbage requirements generally,

(d) and may also incorporate or address other matter as determined by the Management Committee from time to time.

(e) The Management Committee must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Management Committee, to:

(i) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;

(ii) clean the Garbage Disposal Area on at least a weekly basis; and

(iii) conduct daily inspections of Common Property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until collection.

(f) An Owner or Occupier must:

(i) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

(ii) drain and securely wrap in an impermeable material all garbage and store garbage in the Garbage Disposal Area until collection;

(iii) not dispose of any liquid substances in the Garbage Disposal Area;

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(iv) dispose of recyclable material in recycling bins in the Garbage Disposal Area;

(v) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;

(vi) comply with the garbage removal rules, including any garbage removal system put in place by the Management Committee.

(g) The Management Committee must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

(h) Each Owner must display in its lot at all times a copy of the current garbage removal rules of the Management Committee, including details of the garbage removal system.

(i) Each Owner acknowledges and agrees that this by- law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

29 Awning Signage

(a) An Owner or Occupier of a Lot in the Commercial Stratum may place a sign hanging down from the Awning, immediately adjacent to such Lot subject to first obtaining the consent of the Management Committee which consent must be provided where such signage:

(i) describes the business which is operating from the Lot;

(ii) the sign is made of new material;

(iii) has been consented to by all relevant Authorities.

(iv) the dimensions of the sign are no more than 1.5 metres at the top x 0.4 metres down from the top;

(v) the top of the sign at no point is lower than 0.2 metres from the underside of the Awning; and

(vi) the sign must be illuminated.

(b) Prior to the Management Committee consenting to a sign referred to in subparagraph (a), the Management Committee may require the relevant Owner of the Lot to provide an indemnity to all other Owners in The Banks for any loss, damage, interest or cost that may be suffered by any other Owner as a consequence of such sign.

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(c) Any sign consented to by the Management Committee pursuant to subparagraph (a) must be maintained and repaired at all times by the Owner of the Lot immediately adjacent to such sign, otherwise the sign must be immediately removed by that Owner at the direction of the Management Committee (or the Management Committee may procure its removal at the cost of that Owner).

(d) Any illuminated signs must be switched off during hours determined by the Management Committee (acting reasonably).

30 Restricted Period

(a) During the Restricted Period and without the consent of the Management Committee, the Developer may (or may procure to):

(i) undertake any construction or demolition work on the Parcel;

(ii) install temporary services or disconnect services;

(iii) augment or change the location of Shared Services;

(iv) place temporary signs, structures, building material, fences, plant and equipment including cranes, hoardings and/or scaffolding;

(v) create construction noise and interference for the purposes referred to in clause 30(a); and

(vi) access any part of the Parcel for the purposes referred to in this clause 30(a).

(b) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the matters referred to in clause 30(a) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).

(c) In relation to the matters referred to in clauses 30(a)(ii), (iii) and (vi), the Developer must provide the Management Committee with reasonable notice (except in an emergency when no notice is required) of its requirement to avail itself of these clauses and the detail of what the Developer intends to do.

(d) During the Restricted Period the Developer may (or may procure to) carry out Selling Activities anywhere within The Banks without the consent of the Management Committee.

(e) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the Selling Activities referred to in subparagraph (d) and in applying for such consents the Management

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Committee, if required, must promptly evidence its consent to such application(s).

31 Subdivision

31.1 Volumetric Subdivisions

If the Owner or the Owners Corporation of a Lot proposes at any time to subdivide its lot (or part of it Lot) to create two or more lots other than by way of strata subdivision or leasehold subdivision (**Subdivision**), each Owner must:

(a) give its consent to the proposed Subdivision;

(b) obtain consent from any party connected to the Owner or the Owner's Lot which is required for the Subdivision (such as a mortgagee and/or tenant); and

(c) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the plan and ancillary instruments giving effect to the Subdivision.

31.2 Variation of Management Statement

(a) Consent to the Subdivision may, at the discretion of the Management Committee, be subject to a Shared Facilities Review in accordance with clause 7.

(b) In the event that a Shared Facilities Review is required for the Subdivision, the Management Committee will procure this Management Statement is amended and/or replaced (if so required) so that:

(i) the details of the additional lot or lots created pursuant to the Subdivision of the Former Lot (each a **New Lot**) are included in this Management Statement in the same manner as the existing Lots subject to any appropriate changes;

(ii) for completeness, references to the Former Lot are removed from this Management Statement; and

(iii) the liabilities of the Owner of the Former Lot under this Management Statement are apportioned in accordance with the review expert's determination under the Shared Facilities Review.

31.3 Voting

For clarity, each Owner of a New Lot will upon virtue of the Subdivision become:

(a) a member of the Management Committee; and

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(b) an Owner,

for the purposes of voting and otherwise for the purposes of this Management Statement and each Owner of a New Lot shall be entitled to one vote.

32 Permitted Use of Commercial Lots

(a) The Owner or Occupier of a Commercial Lot may use such lot for any legal use permitted by the relevant Authority and during the hours of operation permitted by such Authority provided that no Commercial Lot may be used as a residence or brothel.

(b) The Management Committee and each Owner and Owners Corporation must, upon presentation, sign all reasonable documents to enable any necessary council or other approvals required by an owner or occupier of a Commercial Lot contemplated under this by law and irrevocably directs and authorises the relevant strata or building manager to sign all such documents as required.

33 Electricity and Water Use

(a) Each Owner or Occupier acknowledges that electricity and water supply to The Banks is setup on a communal basis.

(b) Application of the Shared Cost of electricity and water to The Banks and its Owners/Occupiers shall be applied pursuant to the terms of this Management Statement.

34 Pets

(a) This clause only applies to Residential Lots and Common Property areas.

(b) Subject to the Act, an owner or occupier of a lot may keep 1 small dog, 1 small cat, 1 small caged bird or 1 ordinarily available residential aquarium to house small fish on the lot.

(c) An owner or occupier may request the Strata Committee to provide confirmation that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Strata Committee as complying with this by-law.

(d) For the purposes of by-law (a), the term "small" means:

(i) fish which an ordinary person may legally acquire and keep in an aquarium as a companion animal which is not poisonous or otherwise dangerous to persons;

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(ii) a bird which an ordinary person may legally acquire and keep in a cage as a companion animal which is not dangerous to any persons but excluding any type of chicken or other foul;

(iii) a dog or cat under 15kgs in weight and which, under the terms of the *Companion Animals Act 1998* (NSW), **is not**:

(A) declared a menacing, dangerous or nuisance dog;

(B) declared a nuisance cat; or

(C) a restricted breed.

(e) If an owner or occupier of a lot keeps an animal as referred to in by-law (a) the owner or occupier must:

(i) notify the Owners Corporation;

(ii) keep the animal within the lot;

(iii) keep the animal on lead or carried when it is on the common property for egress and ingress purposes; and

(iv) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

35 Minor Works

(a) This clause 35 only applies to the benefit of Commercial Lots.

(b) Notwithstanding any other provision within this Management Statement, an Owner or Occupier of a Commercial Lot does not require consent from the Management Committee or any other Owner or Occupier to undertake Minor Works to their Lot provided the relevant Lot Owner or Occupier must provide to the Management Committee no less than 10 business days prior to the relevant Minor Works commencing the following:

(i) reasonably sufficient detailed plans and designs drawings for the relevant Minor Works to be conducted; and

(ii) a complying development certificate or development approval (where applicable).

(c) Within 10 business days of the Minor Works being completed the Owner or Occupier must provide to the Management Committee the following:

(i) an engineer's report which confirms that the completed Minor Works do not affect the structural integrity of any aspect of Building; and

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(ii) an occupation certificate (where applicable).

(d) If an Owner or Occupier of a Lot requires the written consent of the Management Committee or any other Owner to obtain approval from an Authority to undertake such Minor Works then, subject to the Owner or Occupier providing the documents set out in 35(b)(i) the Management Committee must provide its written consent and affix any seal to such form of consent reasonably required within 10 business days of a request being made.

35.2 Damage

(a) An Owner or Occupier that undertakes Minor Works must promptly notify the Management Committee in the event that they become aware that Minor Works have caused any damage to Building or personal property vested therein.

(b) Where Minor Works damage the Building or personal property vested therein the Management Committee, may issue the relevant Owner or Occupier with a notice requiring the relevant Owner or Occupier to commence rectification the damage within 14 days (**Rectification Notice**).

(c) Where the relevant Owner or Occupier fails to comply with a Rectification Notice issued to it:

(i) the Management Committee may undertake any necessary works in order to rectify any damage sustained to the Building or personal property vested in it caused by or in connection with the Minor Works and recover all costs of and incidental to attending upon any rectification works resulting from such damage as a debt from the Owner of the Lot by way of compensation which have been reasonably incurred; and

(ii) any amount payable by way of compensation in accordance with this clause may be added to Owners levy notice and recoverable as a debt by the Management Committee.

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Execution

Registered Proprietor

Executed by **Combined Projects (Rockdale) Pty Ltd ACN 601 986 654** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:)

Signature of Director/Secretary

FOUAD DEIRI

Print name of Sole Director / Secretary

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Mortgagee

Signed, sealed and delivered for and on behalf of **Westpac Banking Corporation** by)

_____)

Insert attorney's name)

its attorney under a Power of Attorney dated)

Insert power of attorney date)

Registered No.)

Book)

and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:

.....

Signature of Witness

.....

Signature of Attorney

.....

Print name of Witness

.....

.....

Address of Witness

SIGNED SEALED AND DELIVERED for and on behalf of ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 registration book 4299 no 322. By executing this instrument the attorney States that the attorney has received no notice of the revocation of the power of attorney.

Signature Tier Three Attorney
Name: TUNG TRAN

Witness Signature
Name: MELVIN SAMUEL.
Level 3/25 Restwell St Bankstown NSW 2200

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ePlan

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Schedule 1 List of Shared Facilities

In this Section:

Conducting Medium means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.

Service means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

Services Apparatus means any item of services equipment or any conducting medium.

Services Equipment means an item of plant or equipment in which a service is generated, contained or stores.

Exclusive Services Apparatus is Services Apparatus which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.

Access to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.

Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION
SF1	Electrical Infrastructure	The Electrical infrastructure includes: a) The electrical switchboard room located on the basement level 1 floor marked SF1 on the shared facilities plans; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each Lot; c) Electrical wires, cables and ducts which service each Lot; d) Access to the Shared Facility for operational and maintenance matters; and e) The Service Apparatus required to operate the Shared Facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual member, owner or occupier; and b) Electrical wires, distribution boards, cables and ducts which are for the exclusive use of a member, owner or occupier.
SF2	Telecommunication System	The telecommunication system includes the: a) Telecommunication room situated on the basement level 1 marked SF2 on the shared facilities plans; b) The computer electrical cables servicing the room; c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member; d) Lighting infrastructure and fittings in the telecommunication room;

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		e) Ventilation system for the telecommunication room; f) Access to the Shared Facility for operational and maintenance matters; and g) The Service Apparatus required to operate the Shared Facility.
SF3	Gas Infrastructure	This Shared Facility includes: a) The master data logging system for the gas supply to all Lots; b) Main gas regulator marked SF3 on the shared facilities plans; c) Gas pipes, wires, cables and ducts exclusively servicing Shared Facilities and leading to the various buildings; d) Ventilation system; e) Gas pipes, wires, cables and ducts that service more than that one component; f) Access to the Shared Facility for operational and maintenance matters; and g) The Service Apparatus required to operate the Shared Facility. Gas infrastructure excludes: a) Costs for gas consumption by an individual member, owner or occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.
SF4	Cold Water System	The cold-water supply system includes: a) The pumps and hydraulic pipes which service the Lots;

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		b) The meters located on the ground floor marked SF4 on the shared facilities plans; c) Access to the Shared Facility for operational and maintenance matters; and d) The Service Apparatus required to operate the Shared Facility. It does not include any hydraulic pipes which are for the exclusive use of an individual owner or occupier.
SF5	Insurance	Costs for insurance include, without limitation: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Management Committee according to the management statement; d) Excess on insurance policies effected by the Management Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; g) Office bearers premium for members of the Management Committee as well as members of any Owners Corporation; and h) Other costs incurred by the Management Committee to affect an insurance policy or under an existing insurance policy.
SF6	Pest Control	This Shared Facility includes: a) Regular inspections of Shared Facilities for pest infestations; and b) Treatment of Shared Facilities for pests (including preventative treatments) throughout the building.

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION
SF7	Roller Shutter Ground Floor	The roller shutter (and / or boom gate) marked SF7 on the shared facilities plans that provides access to the basement levels for all members located on ground floor includes: a) Repair and maintenance of the roller shutter (and / or boom gate) and security gates (including their motors); and b) The Service Apparatus required to operate the Shared Facility. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
SF8	Roller Shutter Basement 2	The roller shutter marked SF8 on the shared facilities plans that provides access to the basement levels for residential members only located on basement 2 includes: a) Repair and maintenance of the roller shutter and security gates (including their motors); and b) The Service Apparatus required to operate the Shared Facility. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
SF9	Roller Shutter Basement 2	The roller shutter that provides access to the basement levels for residential and commercial members as well as the public located on basement 2 marked SF9 on the shared facilities plans includes: a) Repair and maintenance of the roller shutter and security gates (including their motors); and b) The Service Apparatus required to operate the Shared Facility.

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		This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
SF10	Roller Shutter Basement 3	The roller shutter marked SF10 on the shared facilities plans that provides access to the basement levels for residential and commercial members located on Basement 3 includes: a) Repair and maintenance of the roller shutter and security gates (including their motors); and b) The Service Apparatus required to operate the Shared Facility. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
SF11	Fire Stairs and Fire Corridors	The fire stairs and fire corridors located throughout the building and marked SF11 on the shared facilities plans. The fire stairs and fire corridors may only be used for fire evacuation or testing purposes. This includes: a) Cleaning; b) Ventilation; c) Lighting; and d) The Service Apparatus required to operate the Shared Facility. This also includes access to and from the fire stairs.
SF12	Commercial Exhaust Risers	This Shared Facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the retail lot through to risers on the roof on the Shared Facilities Plan;

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		b) The Service Apparatus required to operate this Shared Facility; c) The maintenance of and when necessary the replacement of, all of the components of the Shared Facility; d) All of the consumables including electricity, required to operate the Shared Facility; e) Access to the Shared Facility for maintenance purposes; f) All costs incurred to operate the Shared Facility as well as the costs associated with the compliance and the obligations of this Shared Facility; and g) Access to the Shared Facility for operational and maintenance matters.
SF13	Lifts 3 and 4	This Shared Facility marked SF13 on the Shared Facilities Plan includes: a) Maintenance Contract; b) Work Cover Registration; c) Cleaning; d) Repairs; e) Maintenance; and f) The Service Apparatus required to operate the Shared Facility.
SF14	Lift 5	This Shared Facility marked SF13 on the Shared Facilities Plan includes: a) Maintenance Contract; b) Work Cover Registration; c) Cleaning; d) Repairs;

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		e) Maintenance; and f) The Service Apparatus required to operate the Shared Facility.
SF15	Cleaner's Room	This Shared Facility includes: a) The cleaner's room on basement level 1 marked SF15 on the Shared Facilities Plan; b) The Service Apparatus required to operate this Shared Facility; and c) Costs and access associated with the operation, maintenance and replacement of the Shared Facility.
SF16	Electricity Consumption by Shared Facilities	This Shared Facility includes the cost of the electrical consumption of the shared facilities on the basement levels where such a facility does not have their own separate electrical metering system. This Shared Facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.
SF17	Awning	This includes: a) Awning on Chapel Lane (and repair and maintenance); b) Signage excluding tenancy signage; c) Cleaning; d) External cleaning; e) Awning lighting, electrical power; and f) General repair and maintenance.
SF18	Bike Racks	The bike racks. This includes:

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		a) Repairs and maintenance; b) Lighting and electricity; and c) This includes access to and from the bike racks using the most direct route or the route nominated by the Management Committee from time to time.
SF19	Fire Control Systems	The fire system is an integrated system located throughout. It includes without limitation, each of the following items: a) Fire hydrant system, which includes all booster pumps, valves, pipe work and tanks associated with the fire hydrant system and pump room marked SF19 on the shared facilities plans; b) The drencher system including any booster pumps, valves, tanks, pipe work and electrical components that form part of the fire sprinkler system; c) Fire extinguishers, fire shutters; d) Emergency warning inter-communication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components; e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; f) Emergency and exit lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; g) Fire indicator panel together with their associated electrical components (including pans and ducting work); h) Fire control equipment;

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		i) The fire stairs providing access to open space; and j) The Service Apparatus required to operate the Shared Facility. The fire system also includes the cost to comply with any obligations of the Management Committee regarding fire certification and safety. The fire system does not include additional fire safety equipment or services installed in the building by a member, owner or occupier.
SF20	Strata Management Services	Strata management services include the services provided by the Strata Manager appointed by the Management Committee. Costs for strata management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the Strata Manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the Strata Manager; c) Audit fees incurred by the Management Committee; and d) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this management statement.
SF21	Building Manager	This shared service (if provided) includes, without limitation the services provided by the building manager appointed by the Committee to supervise the operation, routine and non-routine maintenance, repair and replacement of the Shared Facilities. Costs for facilities management services include, without limitation:

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		a) Management fees and other fees (including the supervision fee) that the Committee must pay the building manager according to their agreement; b) Other costs incurred by the Committee (including office rental, printing, stationery costs, office equipment, phone and internet provision) according to its agreement with the building manager; and c) Costs associated with routine and non-routine maintenance and repair of Shared Facilities.
SF22	Building Manager's Office	This Shared Facility is located on the ground floor level marked SF22 on the shared facilities plans and is the site office for the building manager. Costs include: a) Air-Conditioning; b) Furniture; c) Electricity; d) Computer and software systems; and e) The Service Apparatus required to operate the Shared Facility.
SF23	Security Systems	Security systems generally include all security items giving access to Shared Facilities and vehicular access into the building at ground level and the basement levels. In particular, security systems include: a) Security keys and swipe cards (and equipment for encoding security keys); b) Security cameras in common property at ground level and basement levels and Shared Facilities;

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		c) Security equipment (for example, computers, monitors) monitoring security cameras in common property at ground level and basement levels or Shared Facilities; d) Security access card reader; e) Access control and intercom system; and f) The Service Apparatus required to operate the Shared Facility.
SF24	Sewer, Stormwater, Drainage Systems and OSD	The sewer, stormwater, drainage system and OSD tank marked SF24 on the shared facilities plans, pipework, pits drains and infrastructure includes: a) All stormwater pipework; b) All in ground pipework and stormwater infrastructure; c) The Service Apparatus required to operate the Shared Facility; and d) Routine testing, cleaning and maintenance.
SF25	Television Reception and pay TV dish	The television reception and pay TV dish includes antenna and the head end. This includes all repairs and maintenance of the antenna and dish, cabling, amplifiers, splitters and other equipment from the antenna to end of the common cabling.
SF26	Consultant fees	This shared service includes consultant's costs including, without limitation: a) Consultants fees incurred by the Building Management Committee; b) Preparation of a Capital Works Fund forecast report; and c) The Service Apparatus required to operate the Shared Facility.

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SF27	Building Structure, Perimeter and Retaining Walls	This includes all footings, columns, beams, slabs, perimeter walls and retaining walls and other structural elements located on basement levels and open areas at ground level which support the building. This includes structural repairs and structural maintenance (but not ordinary maintenance and repairs such as painting and cleaning), waterproofing and replacement where necessary.
SF28	Exterior Paintwork, Render, Brickwork and Mortar	This Shared Facility includes all exterior surfaces which are painted and / or rendered and brickwork and mortar. Costs include cleaning, repair and replacement of the render, maintenance and repainting.
SF29	Gutters and Downpipes	This Shared Facility includes all guttering and downpipes located on the interior of the building. Costs include cleaning, repair and replacement of the gutters, downpipes and floor waste.
SF30	Ramps and Basement Circulation Areas	The ramps and basement circulation areas including all ramps, aisles, driveways and other open circulation areas marked SF30 on the shared facilities plans. This includes: a) Line marking on the ramps and circulation areas (excluding individual car spaces); b) Cleaning; c) Repair and maintenance excluding structural repairs and maintenance; d) Lighting; e) Signage in the driveways and ramps; f) Electricity;

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		g) Mechanical ventilation systems; and h) The Service Apparatus required to operate the Shared Facility. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
SF31	Lighting	Lighting in shared facilities. This includes but is not limited to: a) Lighting fittings (repairs, maintenance and replacement; b) Electrical wires to the light fittings; c) Electricity consumption of the lights; and d) Replacement of light tubes, globes and starters.
SF32	Condenser Units	This Shared Facility is marked SF32 and includes: a) Condenser / compressor units; b) Refrigerant pipes; c) Electrical wiring; d) Drainage pipes; e) Service Apparatus required to operate this Shared Facility; and a) Costs and access associated with the operation, maintenance and replacement of the Shared Facility.
SF33	Sewer System	The sewerage system includes: a) Sewer pipes, pumps, vent pipes and hydraulic pipes that service the lots from the boundary trap to the junction point; b) The sewer pumps located in the basement;

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		c) The costs of operating, maintaining and replacing the sewer system; d) Access to the Shared Facility for operational and maintenance matters; and e) The Service Apparatus required to operate the Shared Facility. The sewerage system excludes the sewerage components, which are located inside each Lot, which are for the exclusive use of a member, an owner or an occupier.
SF34	Loading Area	The loading dock area located on the basement level 1 and can be used for the delivery of goods and furniture and the removal of waste. This includes: a) Lighting costs and electricity; b) Hose taps and connected hoses; c) Ventilation system for the area; d) Cleaning costs; e) Line markings and signage; f) Sliding roller shutter / gate / door; and g) The Service Apparatus required to operate the Shared Facility.
SF35	Plant Room	The plant rooms include: a) Ventilation; b) Smoke extraction system; c) Gas, water, drainage; d) Cleaning, maintenance and lighting; and e) The Service Apparatus required to operate the Shared Facility.

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION
SF36	Public Parking Facility	This Shared Facility includes: a) Access to Lot 3; b) The public parking equipment including: • Car park sensors • Illuminated signs showing number of available car parks • Ticket / pay machines located on basement levels 1 and 2 marked SF36; c) Costs of operating, maintaining and replacing any equipment in the Shared Facility; and d) The Service Apparatus required operate the Shared Facility. The Shared Facility will be available to the general public between 6:00am and 9:00pm.
SF37	Commercial Parking	This Shared Facility includes those car spaces marked SF37 on basement level 4. Visitors to the commercial Lot 2 may only use this facility to park vehicles between 7:30am and 6:00pm Monday to Friday and 7:30am to 1:00pm Saturday. The Shared Facility also includes: a) The costs of operating and maintaining the facility; and b) The Service Apparatus required to operate the Shared Facility.
SF38	Accounting and Taxation	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Building Management Committee according to this Management Statement.

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION
		It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.
SF39	Shared Facilities not listed above	These are facilities that two or more Members share and any Service that more than one member benefits from which are not expressly listed elsewhere in this Schedule 1.

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Schedule 2 Shared Costs

This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

Proportion based on the relative replacement cost value of each Stratum Lot as required by the Strata Schemes Management Act 2015.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated from each stratum lot as quoted in the Waste Management Plan.

SF	Shared Facility	Residential Stratum Proportion	Retail Stratum Proportion	Carpark Stratum Proportion	Methodology of Apportionment
SF1	Electrical Infrastructure	83%	12%	5%	1
SF2	Telecommunication System	87%	13%	0%	1
SF3	Gas Infrastructure	87%	13%	0%	1
SF4	Cold Water System	87%	13%	0%	1
SF5	Insurance	83%	12%	5%	3

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SF	Shared Facility	Residential Stratum Proportion	Retail Stratum Proportion	Carpark Stratum Proportion	Methodology of Apportionment
SF6	Pest Control	83%	12%	5%	1
SF7	Roller Shutter Ground Floor	68%	14%	18%	2
SF8	Roller Shutter Basement 2	100%	0%	0%	4
SF9	Roller Shutter Basement 2	92%	1%	7%	2
SF10	Roller Shutter Basement 3	79%	21%	0%	2
SF11	Fire Stairs and Fire Corridors	83%	12%	5%	1
SF12	Commercial Exhaust Risers		100%		4
SF13	Lifts 3 and 4	87%	13%	0%	1
SF14	Lift 5	0%	71%	29%	1
SF15	Cleaner's Room	83%	12%	5%	1
SF16	Electricity Consumption by Shared Facilities	83%	12%	5%	1
SF17	Awning	87%	13%	0%	1
SF18	Bike Racks	87%	13%	0%	1
SF19	Fire Control Systems	83%	12%	5%	1
SF20	Strata Management Services	83%	12%	5%	1

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SF	Shared Facility	Residential Stratum Proportion	Retail Stratum Proportion	Carpark Stratum Proportion	Methodology of Apportionment
SF21	Building Manager	83%	12%	5%	1
SF22	Building Manager's Office	83%	12%	5%	1
SF23	Security Systems	83%	12%	5%	1
SF24	Sewer, Stormwater, Drainage Systems and OSD	83%	12%	5%	1
SF25	Television Reception and pay TV dish	87%	13%	0%	1
SF26	Consultant fees	83%	12%	5%	1
SF27	Building Structure, Perimeter and Retaining Walls	83%	12%	5%	1
SF28	Exterior Paintwork, Render, Brickwork and Mortar	83%	12%	5%	1
SF29	Gutters and Downpipes	83%	12%	5%	1
SF30	Ramps and Basement Circulation Areas	66%	15%	19%	1
SF31	Lighting	83%	12%	5%	1
SF32	Condenser Units	0%	100%	0%	4
SF33	Sewer System	87%	13%	0%	1
SF34	Loading Area	77%	23%	0%	6
SF35	Plant Room	83%	12%	5%	1

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SF	Shared Facility	Residential Stratum Proportion	Retail Stratum Proportion	Carpark Stratum Proportion	Methodology of Apportionment
SF36	Public Parking Facility	0%	0%	100%	4
SF37	Commercial Parking	50%	50%	0%	5
SF38	Accounting and Taxation	83%	12%	5%	1
SF39	Shared Facilities not listed above	83%	12%	5%	1

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Schedule 3 Architectural Code

The Banks

MANAGEMENT STATEMENT

Schedule C - Architectural Code

Part 1

Introduction

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling Building Works and the External Appearance of The Banks are:

(a) to preserve the design integrity and architectural quality of The Banks;

(b) to recognise the different requirements of the main and separate components of The Banks, while having proper regard to the common interest of all Members, Owners and Occupiers;

(c) to maintain the high aesthetic standards that make The Banks such an attractive and desirable place in which to live or operate a business; and

(d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

(a) the External Appearance of The Banks;

(b) works which you may carry out without consent from the Management Committee or your Owners Corporation;

(c) works which you may not carry out without consent from the Management Committee or your Owners Corporation;

(d) acoustic requirements and noise control; and

(e) works which you cannot carry out.

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1.3 Disputes

The dispute resolution provisions in the Management Statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Easements

Despite anything to the contrary in this management statement the Management Statement or the Architectural Code, you do not need to obtain approval from the Management Committee to carry out works Building Works or other works or do anything which you are entitled to do under the Easements.

2 Who must comply with the Architectural Code?

2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those who are exempt under clause 16 ("Architectural Compliance") of the Management Statement.

2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under the Management Statement (unless the contrary intention is expressed).

2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Management Statement exempts the Developer from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

3 Management Statement and By-Laws

3.1 Inconsistencies with this the Management Statement

If there is an inconsistency between a clause in this the Management Statement and the Architectural Code, the clause in the Management Statement prevails.

3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.

4 Where to get more information

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Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

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The Banks
MANAGEMENT STATEMENT

Part 2

Architectural Standards and Architectural Works

5 Objectives

5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in The Banks:

(a) which is not in conformity with the appearance of The Banks; or

(b) which, in the opinion of the Management Committee acting reasonably, affects the External Appearance of The Banks.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in The Banks.

5.2 Architectural Works

You must apply to the Management Committee for consent to carry out Architectural Works. Architectural Works are anything:

(a) for which the Architectural Standards in this Part 2 require you to obtain consent;

(b) which affect the architectural integrity of The Banks and are not approved under the Architectural Standards;

(c) which otherwise changes the External Appearance of The Banks; or

(d) which are not Building Works; or

(e) referred to in clauses 6 to 13 below.

5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of The Banks and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in a Residential Lot or a Commercial Lot. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

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6 General requirements

6.1 Owners Corporations

An Owners Corporation must obtain consent from the Management Committee to place, install or retain anything in its Common Property:

(a) that is not in conformity with the External Appearance of The Banks; or

(b) that, in the opinion of the Management Committee acting reasonably, affects the External Appearance of The Banks.

6.2 Retail Lots and Commercial Lots

If you are the Owner or Occupier of a Residential Lot or a Commercial Lot, you must not place, install or retain anything on your Balcony or in a part of your Residential Lot or Commercial Lot visible from the outside of your Strata Scheme:

(a) that is not in conformity with the Architectural Code; or

(b) that, in the opinion of the Management Committee acting reasonably, affects the External Appearance of The Banks.

6.3 Powers of the Management Committee

The Management Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of The Banks if, in the opinion of the Management Committee acting reasonably, the item:

(a) is not in conformity with the Architectural Code; or

(b) is not in conformity with the External Appearance of The Banks; or

(c) affects the External Appearance of The Banks.

7 Window coverings and blinds

7.1 The need for a co-ordinated approach

The Management Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors, particularly in Residential Lots and Commercial Lots.

7.2 Curtains, blinds and other window coverings in Residential Lots

If you are the Owner or Occupier of a Residential Lot, you:

(a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Residential Lot provided they have an appearance from outside the Residential Lot that is white; and

ePlan

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(b) must have consent from the Management Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.2(a). Curtain linings or sheers are an acceptable method of achieving this (provided they comply with the colours in this clause 7.2(a)).

7.3 Curtains, blinds and other window coverings in the Commercial Lots

If you are the Owner or Occupier of a Commercial Lot, you may install curtains, blinds, louvres, shutters and other window coverings in your Commercial Lot provided that they are:

(a) in conformity with the appearance of The Banks and have an appearance from outside the Commercial Lot that is white; and

(b) of a quality commensurate to the quality of The Banks.

7.4 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

(a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is white; and

(b) you must have consent from the Management Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.4(a).

7.5 Sun shades

You must have consent from the Management Committee to install a sun shade, sun blind, awning or other sun shading device:

(a) in your Residential Lot or Commercial Lot; or

(b) if you are an Owners Corporation, in your Strata Scheme.

7.6 Window treatments

Subject to clause 7.7, you must have consent from the Management Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

(a) in your Residential Lot or Commercial Lot; or

(b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

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7.7 Window treatments for Commercial Lots

(a) Window treatments for Commercial Lots must:

(i) be of high quality materials; and

(ii) incorporate a form of display into the shopfront (where possible).

(b) The window treatments for Commercial Lots do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Lot. Any proposal for a Commercial Lot shop front treatment or display must be consented to by the Management Committee generally.

8 Colour schemes and paint work

8.1 Your obligations

(a) You must have consent from the Management Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Residential Lot or Common Property if the proposed colour or surface changes or is not in keeping with the External Appearance of The Banks. This clause does not apply to the Commercial Lots.

(b) If you are the Owner or Occupier of a Commercial Lot, you must have consent from the Management Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or The Banks. The Management Committee will generally consent to a change if it is in keeping with the design and colour scheme of with the ground floor external areas of The Banks.

9 External lighting

9.1 Your obligations

You must have consent from the Management Committee to change the existing exterior lighting in your Residential Lot, Commercial Lot or Common Property.

10 External finishes

10.1 Your obligations

Subject to clause 11 ("Commercial Shared Facilities"), you must have consent from the Management Committee and Council to change the existing exterior balustrade, flooring or fittings in your Retail Lot, Commercial Lot or Common Property.

11 Signage

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11.1 Signs on Common Property

An Owners Corporation must have consent from the Management Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Act).

11.2 Signs in Commercial Lots

(a) The Owner or Occupier of a Commercial Lot may erect a sign or shopfront display in your Commercial Lot provided that it complies with the following guidelines:

(i) signage and display to be designed by a professional signage consultant with appropriate experience;

(ii) signage above the frontage entry doors may occupy up to 25% of the area around the entrance;

(iii) total area of signage and shopfront displays not to exceed 10% of the total glazed frontage to the Commercial Lot (being frontage to the Open Space Areas or);

(iv) all 3-dimensional signs must be placed inside glazed frontage;

(v) no signs or displays are permitted on the external surface of the glazed frontage;

(vi) lettering or symbols incorporated in illuminated signage must be 3-dimensional;

(vii) no signs are permitted to the internal or external surface of glazing that faces onto the External Courtyard Space (being Shared Facility SF17);

(viii) no flat box signs are permitted.

(b) Illuminated signs must be switched off during hours determined by the Management Committee (acting reasonably).

(c) The Owner or Occupier of a Commercial Lot must have consent from the Management Committee generally to erect a sign or shopfront display in your Commercial Lot which does not comply with the guidelines set out in clause 11.2(a) above.

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The Banks
MANAGEMENT STATEMENT

Part 3

Building Standards and Building Works

12 Objectives

12.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of The Banks. The purposes of the Building Standards are:

(a) to maintain the External Appearance of The Banks;

(b) to ensure that Building Works are co-ordinated and consistent throughout The Banks; and

(c) to prevent damage to structures and services in The Banks.

12.2 When do you need consent to carry out work?

You must apply to the Management Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, a Residential Lot or Commercial Lot:

(a) that are not approved under the Building Standards in this Part 3;

(b) that affect the External Appearance of The Banks;

(c) that the Building Standards in this Part 3 require you to obtain consent; or

(d) that are not Architectural Works.

12.3 Types of Building Works

There are 3 types of Building Works that regulate works may be carried out in The Banks. They are:

(a) Common Property Building Works. See clause 13 ("Common Property Building Works");

(b) External Appearance Building Works. See clause 14 ("External Appearance Building Works"); and

(c) Shared Facility Building Works. See clause 15 ("Shared Facilities Building Works").

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12.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

(a) your Owners Corporation (if applicable) to carry out Common Property Building Works;

(b) the Management Committee to carry out External Appearance Building Works; and

(c) the Management Committee to carry out Shared Facility Building Works.

13 Common Property Building Works

13.1 Definition

Subject to this clause 13, Common Property Building Works are all works in a Residential Lot, Commercial Lot or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

13.2 What is Common Property?

Common Property in a Strata Scheme includes:

(a) the boundaries of an Residential Lot or Commercial Lot;

(b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of The Banks. As these items affect all of The Banks, the Management Committee will control alterations to them under this part of the Architectural Code.

13.3 Common Property in a Retail Lot

The Common Property boundaries of a Residential Lot or Commercial Lot are usually the boundary walls (e.g. a wall between 2 Residential Lots), the floor and the ceiling of the Residential Lot or Commercial Lot. Important points to note in this regard are:

(a) the door onto the Balcony of an Residential Lot or Commercial Lot will generally be Common Property; and

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(b) a "wall" includes a window or door in the wall.

13.4 When is consent necessary?

Subject to clause 13.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

(a) alter the existing materials in the floor of your Residential Lot or Commercial Lot;

(b) install a security system in your Residential Lot or Commercial Lot if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Residential Lot); and

(c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Residential Lot or Commercial Lot.

13.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Management Committee to carry out Common Property Building Works if the proposed works are:

(a) minor fit out works inside your Residential Lot or Commercial Lot;

(b) works or alterations to the interior of Common Property walls enclosing your Residential Lot or Commercial Lot (e.g. hanging pictures or attaching items to a Common Property wall).

14 External Appearance Building Works

14.1 Your obligations

You must obtain consent from the Management Committee before you carry out External Appearance Building Works.

14.2 Definition

Subject to this clause 14.2, External Appearance Building Works are all works in Common Property, Shared Facilities, a Residential Lot or Commercial Lot that affect (or will affect) the External Appearance of The Banks. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

14.3 What is the External Appearance?

The External Appearance of The Banks is the appearance of any external surface of a Strata Scheme, a Residential Lot or Commercial Lot that is visible from outside the Strata Scheme, Residential Lot or Commercial Lot.

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15 Shared Facilities Building Works

15.1 Your obligations

You must obtain consent from the Management Committee before you carry out Shared Facilities Building Works.

15.2 Definition

Subject to this clause 15.2, Shared Facilities Building Works are:

(a) all works that affect Shared Facilities;

(b) works in a Residential Lot or Commercial Lot that affect another component of The Banks; and

(c) works in Common Property that affect another component in The Banks.

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

16 Installing security devices

16.1 When is consent necessary?

Subject to this clause 16.1, you must have consent from the Management Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

16.2 Security doors and windows

Subject to this clause 16.2, the Management Committee will generally consent to an application to install a security door or window in a Residential Lot, Commercial Lot or Common Property if:

(a) the door or window is finished in:

  (i) a colour that matches the existing door or window frame; or

  (ii) a cream or off white colour for a Residential Lot; and

(b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail. The Management Committee will generally not consent to the installation of a security door to the entry door to a Residential Lot or Commercial Lot.

16.3 Alarms

You may install a security alarm in your Residential Lot, Commercial Lot or Common Property without consent from the Management Committee or your Owners Corporation if:

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(a) the alarm is a "back to base" facility;

(b) the alarm is silent;

(c) the alarm does not have flashing lights;

(d) the installation is not attached to or does not interferes with Common Property (e.g. is not attached to the ceiling of the Balcony of your Residential Lot or Commercial Lot); and

(e) the installation is not attached to or does not interfere with a Shared Facility.

16.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

(a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or

(b) a Shared Facility, you must obtain consent from the Management Committee before you install the alarm.

16.5 Other security devices

You must have consent from the Management Committee to install any type of security device not contemplated by this clause 16.5. The Management Committee will generally consent to the installation of other security devices if:

(a) the device is in keeping with the appearance of The Banks; and

(b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

17 Some prohibitions

You must not:

(a) install a solid fuel burning appliance in The Banks;

(b) install a mounted air conditioning unit on the Balcony of a Residential , Commercial Lot or on Common Property;

(c) enclose the Balcony of a Residential Lot or Commercial Lot;

(d) hang clothes, laundry, bedding or similar items on your Balcony or in any area that is visible from outside a component in The Banks; or

(e) attach or hang an aerial, security device or wires outside a component in The Banks.

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The Banks
MANAGEMENT STATEMENT

Part 4

Acoustic Standards

18 Objectives

18.1 Acoustic Standards

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of The Banks.

18.2 Your obligations

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

18.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 19.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

19 General requirements

19.1 Noise which affects your neighbours

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Residential Lot, Commercial Lot or Common Property.

19.2 Equipment and machinery

You must ensure that equipment and machinery in your Residential Lot, Commercial Lot or Common Property does not cause vibrations or noise in another part of The Banks (e.g. tread mills, weight machines or washing machines).

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19.3 Using power tools

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

19.4 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

19.5 Playing music

Subject to the Architectural Standards and, in particular, clause 5 ("Objectives") and this clause 19.5, you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00pm (or another hour reasonably determined by the Management Committee).

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The Banks
MANAGEMENT STATEMENT

Part 5

The approval process and carrying out work

20 Application process

20.1 Making an application

The Management Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with your application under the Architectural Code.

20.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

(a) be in writing;

(b) include the plans, drawings and other documents specified by the Management Committee according to this clause 20.2 for the type of works for which you are seeking approval; and

(c) include enough information to give the Management Committee and an Owners Corporation enough information to make a decision about your application. However, the Management Committee or an Owners Corporation may:

(i) require you to submit additional plans, diagrams or other information which it has not specified according to clause 20.2 to assist in the decision making process; and

(ii) waive the requirements it makes under clause 20.2 about the plans, diagrams and other information which you must submit with your application.

20.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who must give consent to the application).

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20.4 Discretion

Subject to any Standing Approvals, the Management Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

20.5 Appointing consultants

The Management Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg an architect or engineer for applications affecting the External Appearance of The Banks).

20.6 Appointing an expert

(a) If an application to carry out Architectural Works is made under any clause of this Architectural Code, and will (or is likely to):

(i) impact on the appearance of areas used by visitors and Commercial Lots; or

(ii) impact on the External Appearance of The Banks as viewed by visitors and residents entering and exiting the Residential Lots or Commercial Lots

and the Commercial Lot or Residential Lot either does not approve of the application or votes against the Management Committee granting approval to the application at a Meeting or Emergency Meeting, the Management Committee may refer the application for expert determination.

(b) Any expert determination under this clause will proceed in accordance with clauses 5.5 ("Expert Decision") to 5.9 ("Pre-Condition") of the Management Statement except that:

(i) the expert must have requisite expertise in design or architecture to act as an expert and review and make a determination about the application;

(ii) the expert to be appointed must be approved by the Management Committee.

20.7 Paying the costs for a consultant

The Management Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 20.

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20.8 Time frame for making a decision

Subject to this clause 20, the Management Committee or an Owners Corporation must review and make a decision about an application within 1 month after receiving the application (or another period agreed between the parties).

20.9 Time frame for making a decision where a consultant has been appointed

If the Management Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Management Committee or Owners Corporation must make a decision about the application within one month after the consultant makes a recommendation to the Management Committee or the Owners Corporation (or another period agreed between the parties).

20.10 Notifying the applicant of a decision

The Management Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

(a) clearly describe any conditions which attach to the approval; and

(b) if the application is not approved, explain in detail the reasons for the decision.

21 Approval process

21.1 Standing Approvals by the Management Committee

The Management Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

21.2 Standing approvals by an Owners Corporation

An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property building Works.

21.3 Conditional approvals

The Management Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:

(a) a reasonable time frame in which the works must be completed;

(b) the hours and days during which the works must be carried out; and

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(c) methods of accessing The Banks to carry out the works.

21.4 Revoking approval

The Management Committee and an Owners Corporation may revoke their approval if an applicant does not comply with the conditions for the approval.

21.5 Approvals from Council and Government Agencies

You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Management Committee or an Owners Corporation has created a Standing Approval.

21.6 When can you apply for consent from Council?

Subject to this clause 21, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Management Committee and your Owners Corporation (as appropriate).

21.7 Approving applications to Council and Government Agencies

You must not unreasonably refuse to approve or sign an application to Council or a Government Agency if the works contemplated in the application have been approved by the Management Committee.

22 Additional obligations for Owners Corporation

22.1 Notice of approvals

An Owners Corporation must promptly:

(a) advise the Management Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and

(b) provide the Management Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

22.2 Notice of works on Common Property

An Owners Corporation must promptly:

(a) advise the Management Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and

(b) provide the Management Committee with details of the works carried out.

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23 Procedures for carrying out work

23.1 Procedures before you carry out work

Before you carry out works under the Architectural Code, you must:

(a) arrange with the Management Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;

(b) comply with the reasonable requirements of the Management Committee and your Owners Corporation about the time and means by which you must access The Banks to carry out the work; and

(c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Management Committee and your Owners Corporation about the times and means by which they must access The Banks to carry out the work.

23.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Management Committee or your Owners Corporation;

(b) carry out the work in a proper manner and to the reasonable satisfaction of the Management Committee and, where appropriate, your Owners Corporation;

(c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work;

(d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

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The Banks
MANAGEMENT STATEMENT

Part 6

Fit Out Guide

24 Alterations & Fit-Outs

24.1 What Must Be Submitted?

Plans for ***any*** alterations, additions and/or fit-outs to be carried out within a Commercial Lot must be submitted to the Owners Corporation via the Building Manager for approval ***prior*** to the commencement of ***any*** works. Fit-Outs and Renovations Form (Application 1) is to be completed and given to the Facilities Manager.

The design of a fit-out must be in keeping with the standards and concepts of The Banks and the Architectural Code

Where appropriate a copy of Fire Safety Certificate must be provided.

Applications for Construction Certificates and Development Applications to Council require approval by the Owners Corporation. The particular DA, CDC or CC being lodged with the appropriate certifying authority must be submitted to the Building Manager for the approval of the Owners Corporation.

24.2 What is Available?

The following documentation is available from the Building Manager to assist with preparation of plans:

- Floor plans
- Reflected ceiling plans detailing the lighting layout
- Mechanical air conditioning duct layout and base design criteria
- Sprinkler and fire services layout
- Finish specifications: ceilings and bulkheads; carpets; walls
- Design standards including: floor loadings; lift capacities; wall to window mullions; electrical and communication cabling.

24.3 Requirements When Works are Approved

Once fit-out works are approved the Building Manager must be consulted and informed of the work schedule.

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All contractors will be required to sign a Contactors On-site Form (Application 2) before commencing any work. This is not required in instances where a regular contractor of the Building is used.

Any contractors working within The Banks ***must***:

- be fully licensed;
- hold current $20 Million Public Liability and Workers Compensation Insurance policies;
- operate within the Building's construction hours;
- comply with all areas of the *Work Health and Safety Act 2011* to ensure a safe working environment;
- take due care to avoid any damage to the Building, common areas and the lifts;
- maintain the worksite and common areas in clean condition at all times.

A contractor or workman that causes damage to The Banks will be liable for the repair costs to correct the damage.

Any rubbish created by the contractor or workmen is to be removed by the contractor or workmen at their expense at regular intervals.

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Application 1

The Banks

Fit-outs & Renovations Form

Regulations and Requirements

This Form is to be signed by Company Principal or authorised agent as acknowledgement of the conditions hereon.

As stated in this Fit-Out Guide any work carried out to any Commercial Lot or area within the boundaries of the Building must be fully approved by Management, Council and the Owners Corporation.

Plans of the fit-out or renovations must be submitted to and approved by Management as well as the relevant authorities **BEFORE ANY WORK IS COMMENCED.**

All changes to any areas must fully comply with Fire Safety requirements and all systems such as fire sprinklers and smoke detectors must be situated in the suite in such positions and configurations to fully comply with all Council and Fire Regulations and the Fire Safety Certificate at your expense.

No fit-out should be placed into any configuration where it will obstruct any required inspection access such as to fire dampers, air conditioning turn off valves or electrical switches.

All work carried out within the Building must be carried out within the building's construction work hours, and must be performed by competent tradespersons fully licensed in the field of work being carried out and fully insured for coverage of such work. A copy of the contractor's insurance status and work cover clearance will be required by the Building Manager before the contractor commences work.

Hence, copies of the following documentation are to be provided to the Building Manager:

- fit-out / renovation plans;
- DA / or Complying Development Certificate
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation.

I HAVE FULLY READ AND UNDERSTAND THE ABOVE CONDITIONS AND AGREE TO ABIDE BY THOSE CONDITIONS, THE BY-LAWS AND ARCHITECTURAL CODE FOR The Banks.

Name _____

Company Position _____

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Signature _____

Date _____

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Application 2

The Banks

Contractors On-Site Form

Work initiated by • Individual's Name • Business Name • Suite No. • Contact No.	
Contractor's details • Contact Name • Business Name • Contact No.	
Contractor's Insurances • Policy Cover • Policy Number (copy attached)	
Area(s) to be accessed	
Description of work	
Date(s) and time to be on-site	

I undertake that in signing this Form *all* contractors

- are currently covered by Public Liability and Workers Compensation policies
- are operating within appropriate Australian Standards

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- will operate within the Building's construction work hours
- will comply with all areas of OH&S to ensure a safe working environment
- will take due care to avoid any damage to the building, its fixtures and lifts. (Any damage will be made good at the expense of the contractors)
- will maintain the cleanliness of the site (this includes daily removal of any resulting rubbish at the expense of the contractor) and understand that smoking is not permitted within the Building
- understand that deliveries are not allowed through the front foyer, that there is a loading dock with limited capacity. Parking is not available in the loading dock.

Name	Signature	Date

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Application 3

The Banks

Checklist for Fit-outs

A. Prior to Fit-out

1 Make sure all essential services are not affected by your fit-out plans. These include sprinkler heads, smoke detectors, speakers and the positioning of fire exit signs, air-conditioning, and electrical wiring.

2 Ensure that the work to be undertaken will comply with the relevant Australian standards and that all contractors are fully licensed.

3 Submit / organise the following with Council:

- DA;
- your fit-out plans;
- Construction Certificate (can also be from a private certifier).

4 Submit copies of the following to the Building Manager:

- fit-out / renovation plans;
- approved DA or Complying Development Certificate & Construction Certificate;
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation;
- signed Fit-out & Renovations Form;
- the appropriate number of Contractor On-site Forms.

5 Prior to commencing work request that your Principal Contractor meet with the Building Manager. This will help to create a desired and smooth working relationship.

B. During Fit-out

6 Where possible the fit-out work should not be in view of passing residents or visitors of Commercial Lots or Residential Lots. For example, glass can be covered with suitable material such as plastic or paper so as to hide the work in progress.

7 The buildings construction work hours are to be adhered to.

8 No unnecessary noise is to be created disturbing the operation of existing businesses.

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9 During the fit-out all WH&S conditions must be complied with and the safe free flow of regular pedestrian traffic will not be hindered.

10 All common areas are to be fully protected and not damaged through the use of protective coverings to all floors and walls.

11 Any soiling of any common areas is to be immediately cleaned to management satisfaction.

12 Any rubbish is *not* to be stored in the garbage room or other areas of the building, and is to be removed daily by the contractor.

13 Give notice to the Building Manager for deliveries required for the fit-out.

Note that:

- Heavy deliveries may incur additional assessment
- After hours deliveries may require security guard supervision
- Unauthorised deliveries will be turned away.

14 There is No Smoking in the Building.

15 No penetrations to fire rated areas shall be allowed without written approval.

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Schedule 4 Shared Facilities Plan

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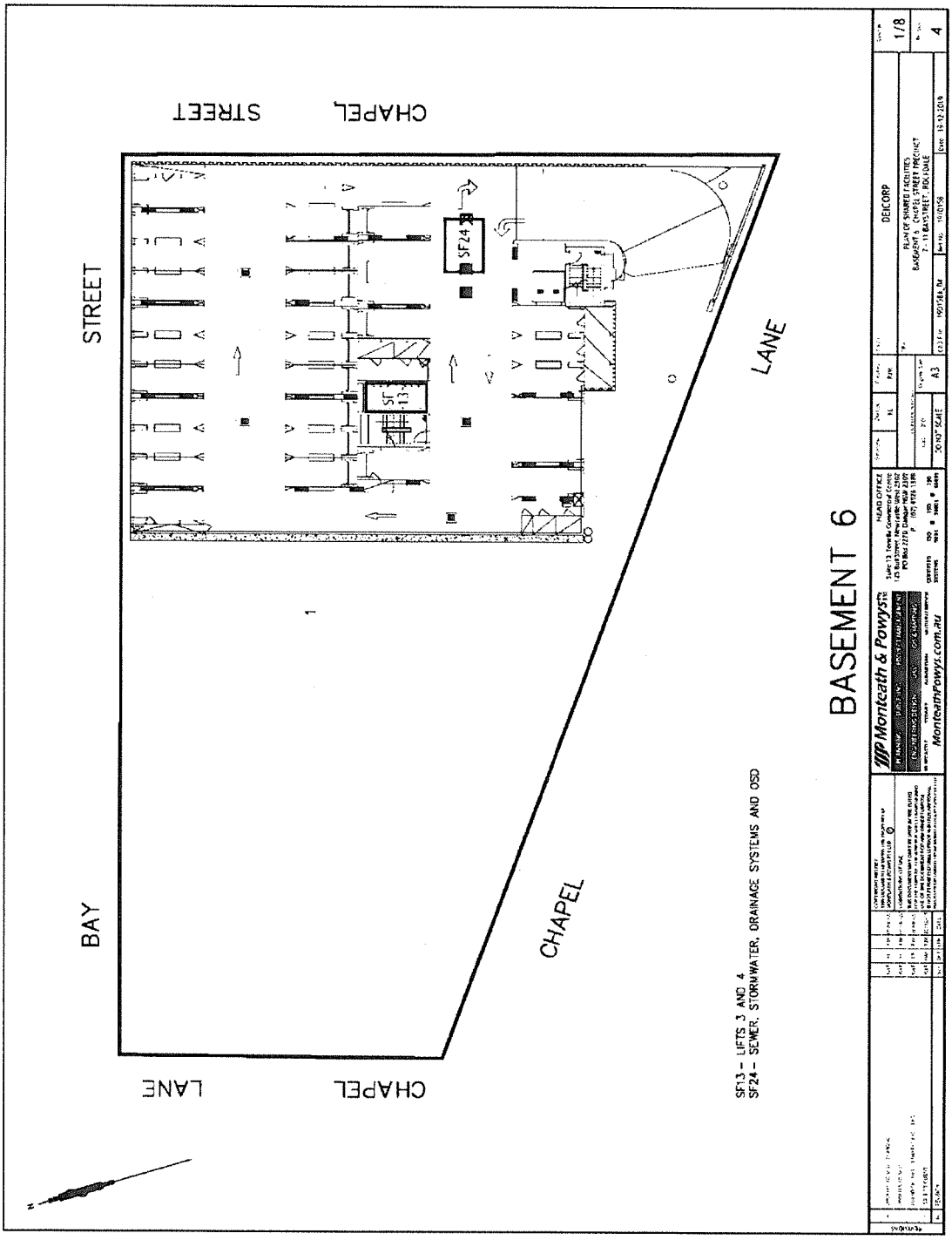

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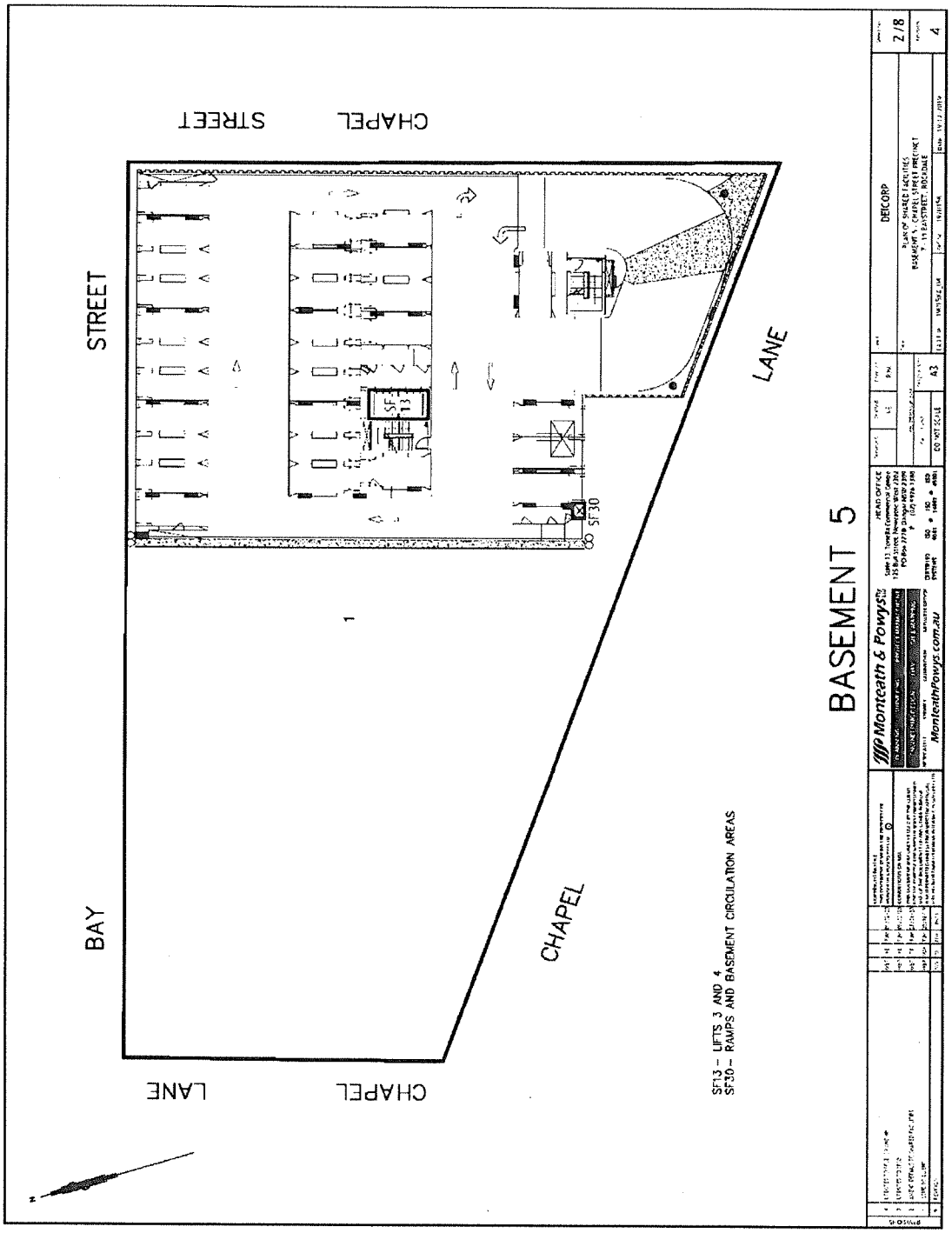

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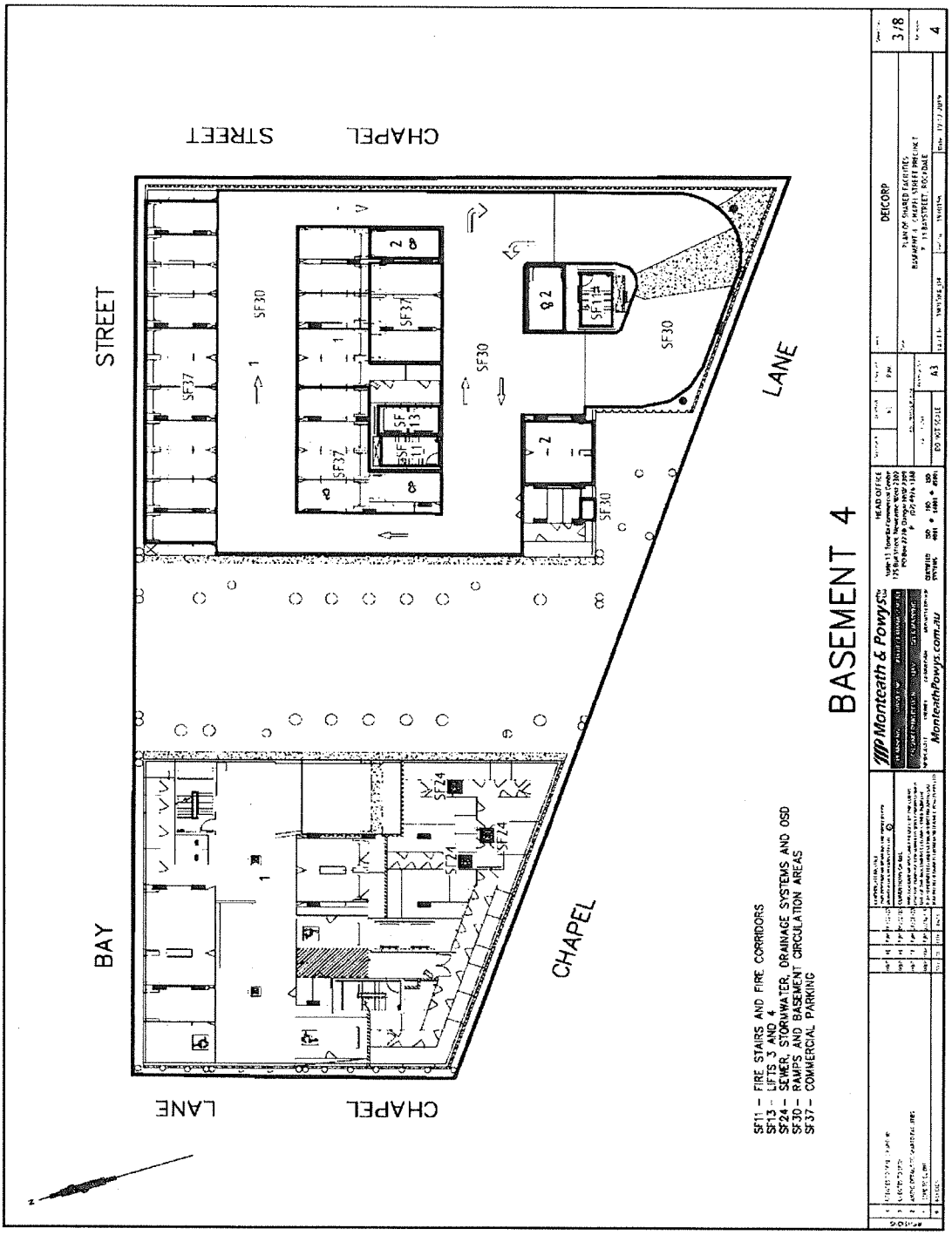

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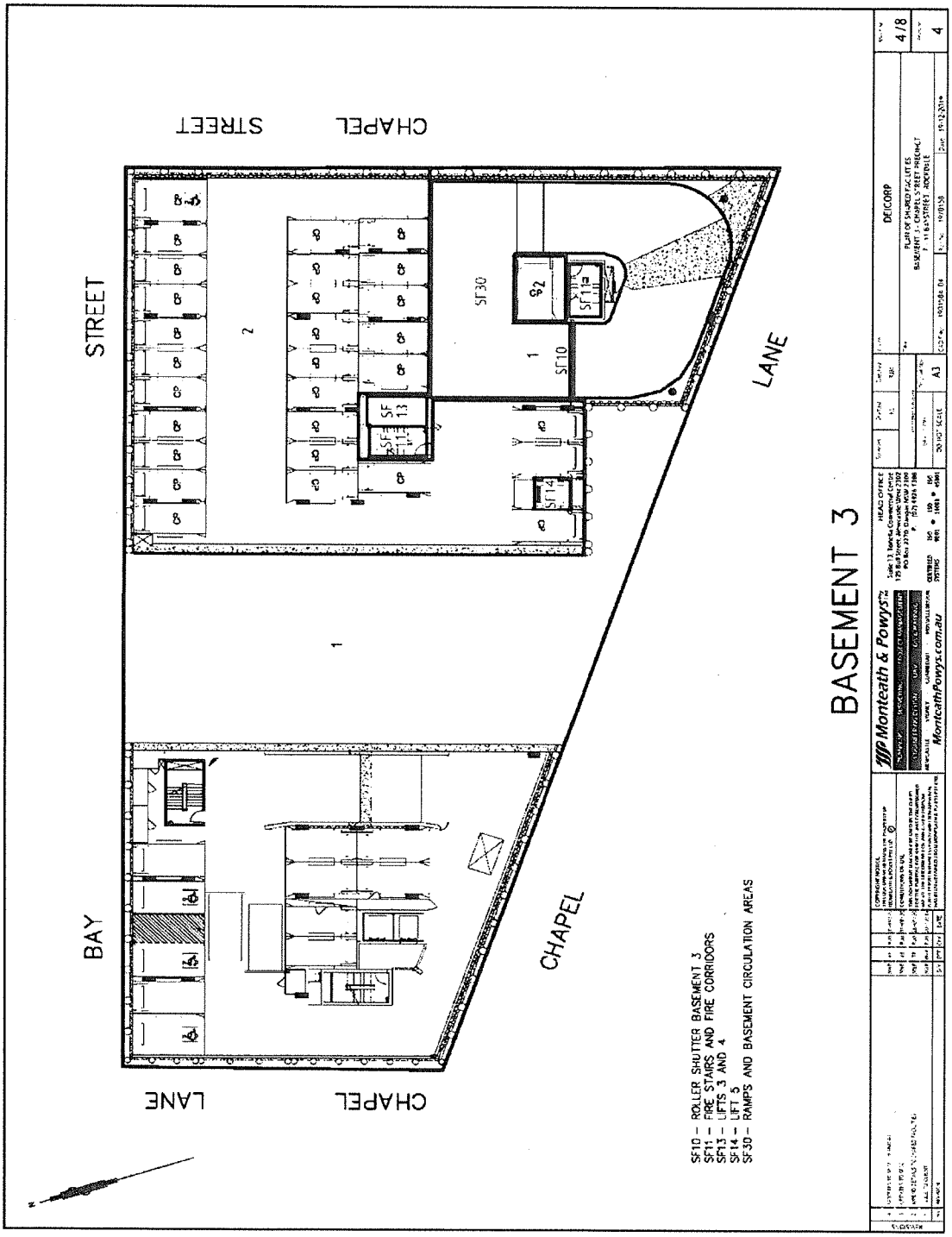

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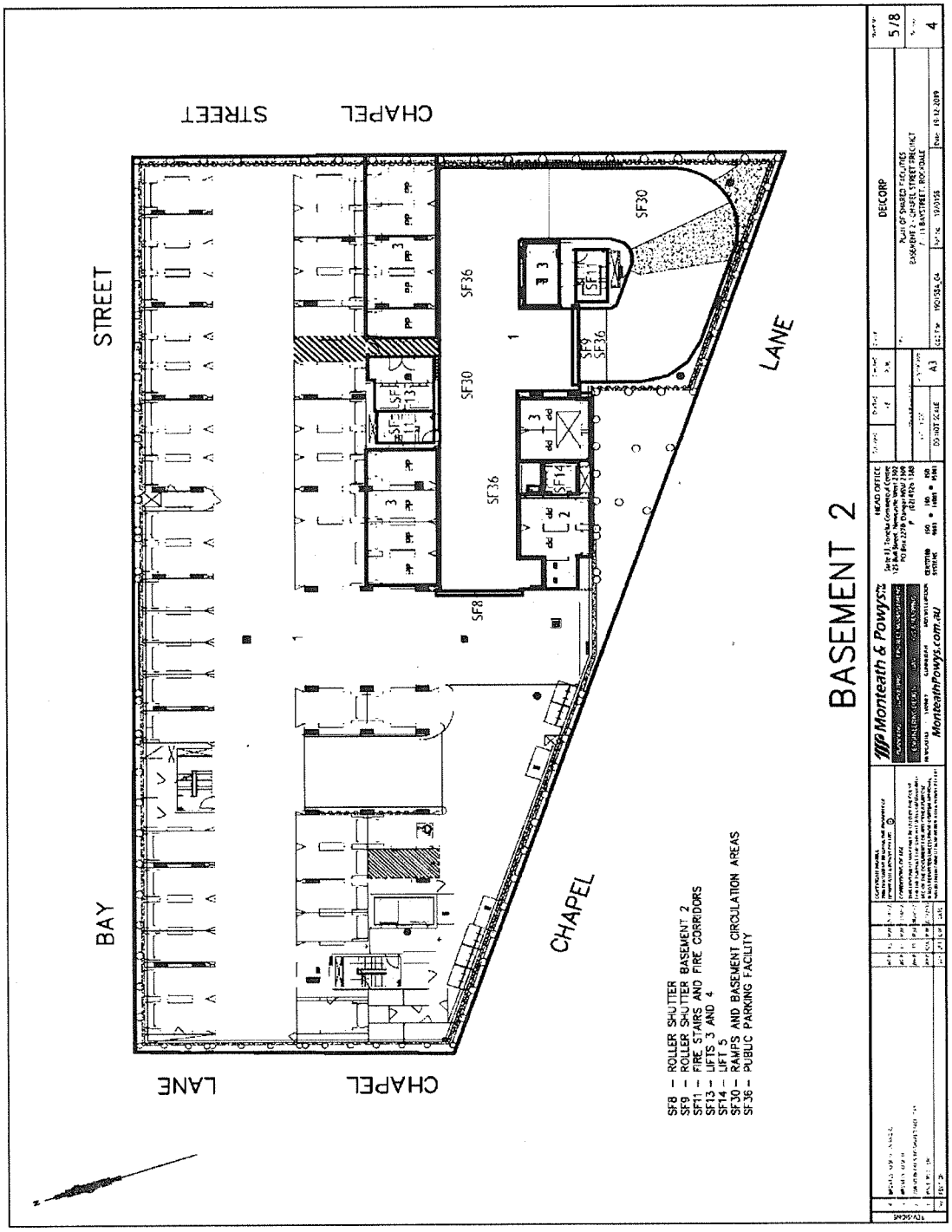

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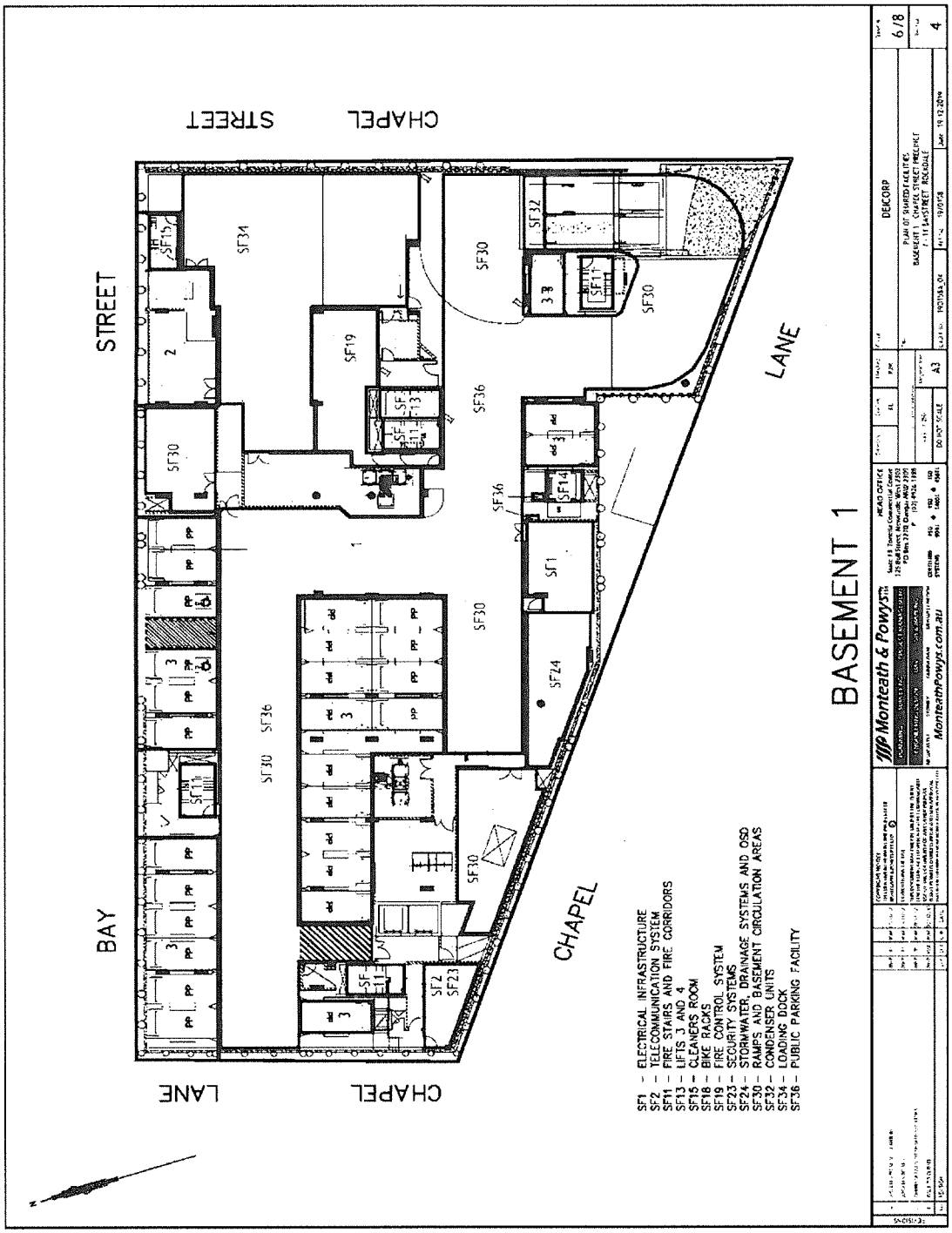

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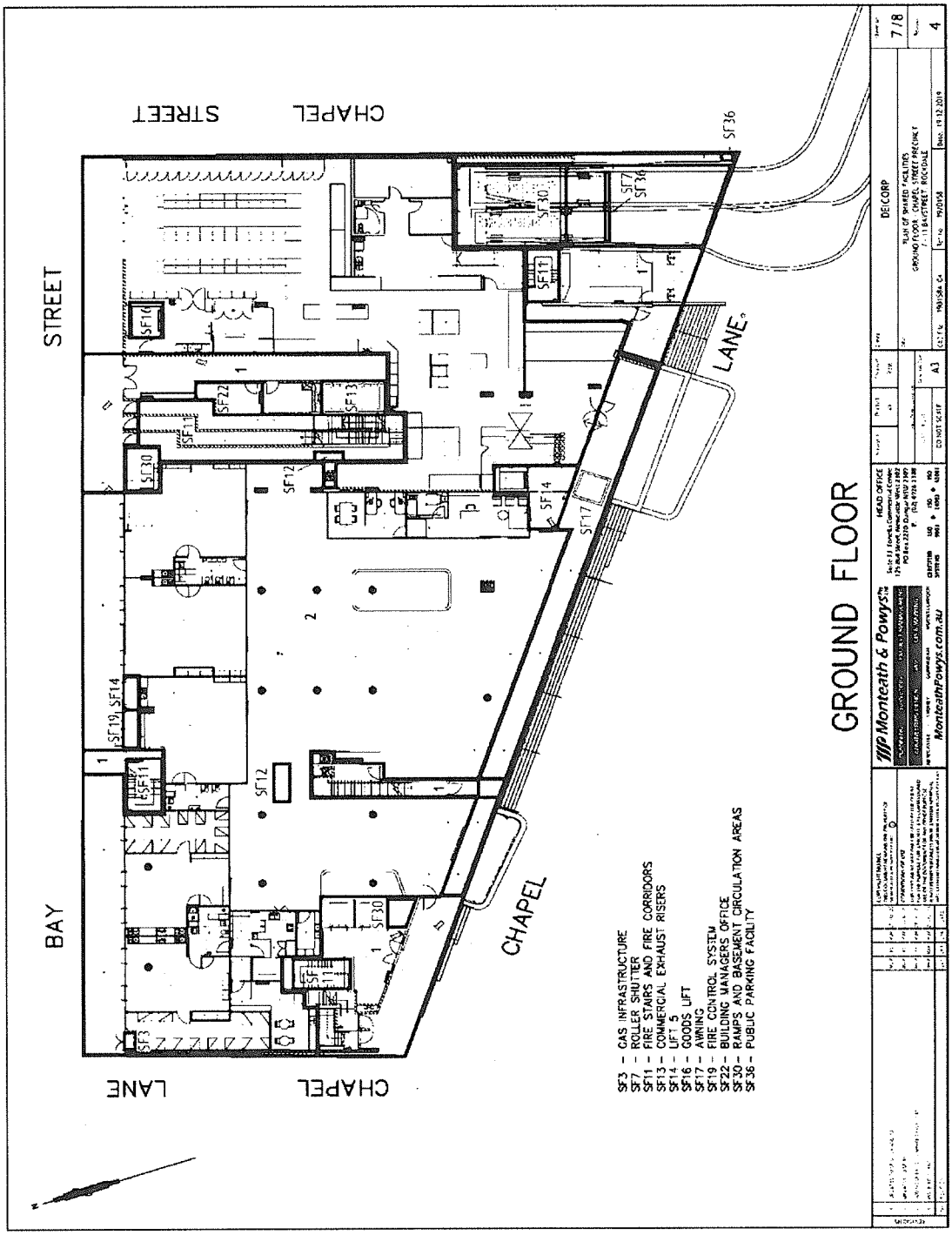

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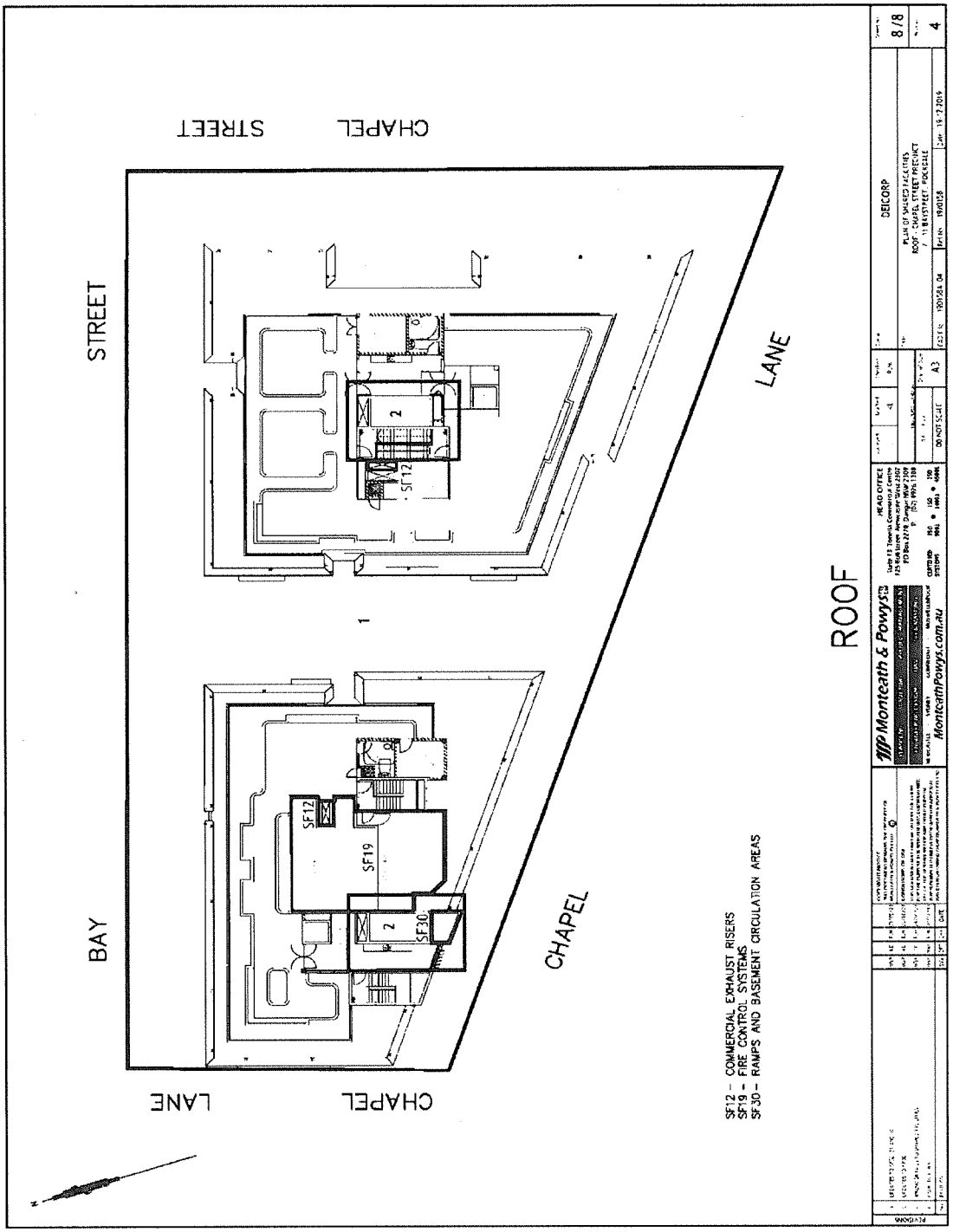

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Form: 11R
Release: 4·3

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REQUEST

New South Wales
Real Property Act 1900

AN747533T

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.

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

(A) **STAMP DUTY** — If applicable. Revenue NSW use only

(B) **TORRENS TITLE** — See annexure A

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box — Name, Address or DX, Telephone, and Customer Account Number if any

659M SCOTT ASHWOOD PTY LTD
LLPN: 123482P
Ph: 9099 7400

Reference: MISC 03010531

CODE: R

(E) **APPLICANT** — Combined Projects (Rockdale) Pty Ltd ACN 601 986 654

Meredith Wallace

RW Robbie Vorbach 24.10.18

(F) **NATURE OF REQUEST** — Registration of voluntary planning agreement pursuant to section 7.6 of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

The applicant requests that the Registrar General register the voluntary planning agreement annexed to this dealing as annexure B.

DATE 24/9/2018

(H)

RELODGED
20 DEC 2018
TIME: 11:30

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Robbie Vorbach
Signatory's capacity: solicitor

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1708

WORD consent by Arab Bank Australia Ltd on 08.10.18 for R

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Annexure A to request for registration of voluntary planning agreement.

Parties:

Combined Projects (Rockdale) Pty Ltd

Dated: 24 September 2018

Torrens title: 3/13570, 4/13570, 5/13570, D/420619, 61/703624, 2/1027204, 1/551369, 2/551369, 1/309448, 2/309448, 1/450104, 2/450104, 1/79509, 1/522410, 2/522410, *19/59816,*1/84102

* AUTO CONSOL 5131 - 168

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ANNEXURE D

Attachment A to Conditions of Development Consent
Combined Projects (Rockdale) Pty Ltd v Bayside Council
Land & Environment Court Proceedings No. 2016/321926

~~June 2017~~

Bayside Council

Combined Projects (Rockdale) Pty Ltd

Planning Agreement

Section 93F of the Environmental Planning and Assessment Act, 1979 (NSW)

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Date 17 July 2018

Parties

Bayside Council (ABN 80 690 785 443) of 444/446 Princes Hwy, Rockdale, New South Wales (**Council**)

Combined Projects (Rockdale) Pty Ltd (ACN 601 986 654) of Level 7, 111 Devonshire Street, Surry Hills, New South Wales (**Developer**)

Background

A On, 23 December 2015, the Developer made a Development Application for Development Consent to carry out the Development on the Land.

B In connection with the Development Application, the Developer has offered to enter into this Agreement to make Development Contributions in the event that the Development Consent is granted.

Operative provisions

1 Definitions and interpretation

1.1 Definitions

In this Agreement these terms have the following meanings:

Act	the *Environmental Planning and Assessment Act 1979* (NSW).
Access Easement	means the easement for access limited in depth burdening the basement levels of Building C and benefiting Lot 1 in DP 930952 (No 13 Bay Street) so as to provide suitable access to any basement car park on that Lot which has received development consent.
Agreement	this voluntary planning agreement including any schedules or annexures.
Authority	means any Federal, State or local government or semi-governmental, statutory, judicial or public person,

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	instrumentality or department.
Building C	means the building that is to be constructed on the Building C Land and that is identified as Building C in the Development Application.
Building C Land	means the land known as 15-21 Bay Street, Rockdale and contained in the titles in the table in **Schedule 1** and identified as Area C.
Business Day	a day which is not a Saturday, Sunday or bank or public holiday in Sydney.
Consent Authority	means any other Authority having the function to determine the Development Application under the Act.
Development	means the development on the Land as described in the Development Application being the construction of a mixed use development comprising of 3 x 12 storey buildings with 365 residential apartments, 6 commercial premises, communal roof top open space, associated basement parking, public carpark, public domain works, stratum subdivision and demolition of existing structures.
Development Application	means Development Application DA2016/241 seeking consent for the Development.
Development Consent	means a development consent, within the meaning of the Act, for the Development Application, which authorises the carrying out of the Development, and includes, for the avoidance of doubt, conditions of development consent.
Development Contributions	means those contributions identified in **Schedule 2.**
GST	has the same meaning as in the GST Law.
GST Law	has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Item	means an item referred to in **Schedule 2**.
Land	means the land located at 15-21 Bay Street, 1-11 Chapel Street, 1-3 Chapel Lane & 6-12 Lister Avenue, Rockdale contained in the titles in **Schedule 1** and identified as Areas A, B and C.
LPI	Land and Property Information or any other Authority replacing it.
Occupation Certificate	has the same meaning as under section 109C of the Act.
Party	means a party to this Agreement, including their

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	successors and assigns.
Permitted Encumbrances	means any easements required by any service provider, Authority or the Development Consent or as otherwise agreed in writing by the Council.
Practical Completion	means, in relation to the Works in Kind, the stage in the execution of the Works in Kind when those works are complete except for minor defects that: (a) do not prevent the Works in Kind from being reasonably capable of being used for their intended purpose; and (b) rectification of which will not prejudice the convenient use of the Works in Kind, and for which arrangements are in place satisfactory to the Council to ensure the necessary rectification occurs.
Public Car Parking Spaces	means 40 car parking spaces within basement levels 1 and 2 in Building C as identified in yellow on the plans attached at **Annexure A**.
Public Car Parking Easement Rights	means easement rights in favour of Council and the public for car parking on the Public Car Parking Spaces, with associated easement rights in favour of Council and the public for over Building C to access to the Public Car Parking Spaces.
Public Domain Works - Stage 1	means landscaping and other public domain works (including without limitation tree planting, paving, seating, lighting etc) that are the subject of Development Consent, and as generally shown on the Scott Carver Plans, in relation to the area of land indicated in green and marked 'Stage 1 Works' on Plan No. DA - 1002 which is attached as **Annexure B**.
Public Domain Works - Stage 2	means landscaping and other public domain works (including without limitation tree planting, paving, seating, lighting etc) that are the subject of Development Consent, as generally shown on the Scott Carver Plans, in relation to the area of land indicated in green and marked 'Stage 2 Works' on Plan No. DA - 1002 which is attached as **Annexure B**.
Public Pedestrian Link Easement	means easement rights in favour of the Council and the public for pedestrian access between Bay Street and Chapel Grove through the ground floor of Building C in the area hatched red on **Annexure B**.

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Registration on Title	means the registration of this Agreement under section 93H of the Act in the folio of the register kept under the *Real Property Act 1900 (NSW)* in relation to the Land, and **Registered on Title** refers to the state of the Agreement being so registered.
Regulation	the *Environmental Planning and Assessment Regulation 2000* (NSW).
Road Widening Land - Bay Street	means that part of the Land adjoining Bay Street that is hatched in blue and indicated as 'Road Widening Setback 5.5 m' on the plan attached at **Annexure C** to be dedicated to Council for the purposes of the road widening of Bay Street.
Road Widening Land - Chapel Lane	means that part of the Land adjoining Chapel Lane that is hatched blue and indicated as 'Road Widening Setback 6 m' on the plan attached at **Annexure C** to be dedicated to Council for the purposes of the road widening of Chapel Lane.
Scott Carver Plans	means the plans prepared by Scott Carver numbers DA000 Rev 4; DA100 Rev 4; DA101 Rev 4; DA102 Rev 4; DA103 Rev 4; DA104 Rev 4; DA105 Rev 4; DA106 Rev 4; DA0107Rev 4; DA108 Rev 1; DA109 Rev 1; DA110 Rev 1; DA200 Rev 4; DA201 Rev 4; DA202 Rev 4; DA203 Rev 4; DA204 Rev 4; DA000 Rev 4; DA000 Rev 4, dated: Rev 1 dated 26.11.17; Rev 4 dated 20.4.17 – all print date 20 April, 2017 which form part of the Development Application.
Stage 1 Works	means building works that are the subject of Development Consent in relation to the area of land indicated in green and marked 'Stage 1 Works' on Plan No. DA - 1002 which is attached as **Annexure C**
Stage 2 Works	means building works that are the subject of Development Consent in relation to the area of land indicated in blue and marked 'Stage 2 Works' on Plan No. DA - 1002 which is attached as **Annexure C**
Works in Kind	means each of the Works in Kind to be carried out by the Developer specified in **Table 1, Column 1** of **Schedule 2**.

1.2 Interpretation

Unless expressed to the contrary, in this Agreement:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

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(d) 'includes' means includes without limitation;

(e) if the day on or by which any act, must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day;

(f) '$' or 'dollars' is a reference to Australian currency and all amounts payable under this Agreement are payable in Australian dollars;

(g) a reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

(h) a reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced;

(i) a reference to a clause, part, schedule or annexure is a reference to a clause, part, schedule or annexure of or to this Agreement;

(j) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;

(k) a reference to a Party to this Agreement includes a reference to the servants, agents and contractors of the Party, and the Party's successors and assigns;

(l) any schedules and annexures form part of this Agreement;

(m) headings do not affect the interpretation of this Agreement; and

(n) this Agreement is not binding on any Party unless it or a counterpart has been duly executed by each person named as a Party to this Agreement.

2 Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by subdivision 2 of Division 6 of Part 4 of the Act.

3 Application of this Agreement

This Agreement applies to the Land and the Development.

4 Operation of this Agreement

This Agreement operates only if:

(a) the Development Application receives development consent through the actions of the Consent Authority; and

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(b) the Agreement is entered into as required by Clause 25C(1) of the Regulation.

5 Development Contributions to be made under this Agreement

The Developer agrees to provide a Development Contribution to Council by:

(a) delivering the Works in Kind; and

(b) dedicating to Council the Road Widening Land - Bay Street and the Road Widening Land - Chapel Street ;

(c) the creation of the Public Car Parking Easement Rights;

(d) the creation of the Public Pedestrian Link Easement; and

(e) the creation of the Access Easement,

at the Developer's cost, and in accordance with the timing set out in **Schedule 2** of this Agreement and any other provisions of this Agreement.

6 Delivery of Development Contributions

6.1 Delivery of Works in Kind

(a) The Works in Kind are to be carried out in accordance with the drawings and plans approved under the Development Consent.

(b) The Developer must carry out the Works in Kind:

(i) in accordance with the timing specified in **Table 1 of Schedule 2**;

(ii) in a proper and workmanlike manner;

(iii) in accordance with any relevant law and the Development Consent; and

(iv) at no cost to Council.

(c) The Works in Kind are delivered for the purposes of this Agreement when they reach Practical Completion.

6.2 Dedication of Road Widening Land

(a) The Developer must take all steps necessary to register at the LPI the transfer of the Road Widening Land - Bay Street and the Road Widening Land - Chapel Street in accordance with the timing specified in **Table 2** of **Schedule 2** by either:

(i) dedication of the Road Widening Land - Bay Street and/or the Road Widening Land - Chapel Street on the registration of a deposited plan which indicates that the Road Widening Land - Bay Street and/or the Road Widening Land - Chapel Street is intended to be dedicated to the Council; or

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(ii) delivery to the Council of:

(A) a form of transfer in respect of the Road Widening Land - Bay Street and/or the Road Widening Land - Chapel Street executed by the Developer in registrable form transferring that land for $1.00; and

(B) the certificates of title for the Road Widening Land - Bay Street and/or the Road Widening Land - Chapel Street; and

(C) withdrawal of any caveat, mortgage or charge registered on the title to the Road Widening Land - Bay Street and/or the Road Widening Land - Chapel Street which would prevent registration of the transfer to Council,

and the Developer must otherwise take any other necessary action (other than paying stamp duty associated with the transfer) to give effect to the transfer of the title of the Road Widening Land - Bay Street and/or the Road Widening Land - Chapel Street to the Council.

(b) The Council agrees that it will accept the Road Widening Land - Bay Street and the Road Widening Land - Chapel Street to the Permitted Encumbrances.

(c) If for whatever reason it becomes necessary (in the opinion of the Council) the Developer must do all things necessary, including preparing any survey plans or other required documents, to grant any rights reasonably necessary to allow the public to access and use the Road Widening Land - Bay Street and the Road Widening Land - Chapel Street . For the avoidance of doubt, this includes:

(i) the grant of any necessary easements and rights of way, in favour of Council or In gross, required to facilitate public access and use of the Road Widening Land - Bay Street and the Road Widening Land - Chapel Street ; and

(ii) the preparation, execution and registration of any documents required to give effect to such easements and rights of way; and

(iii) procuring the execution of such documents by Council or any other third party whose execution is necessary to give effect to the documents.

(d) Council must, without delay or objection, attend to the execution of any documents required to give effect to the Permitted Encumbrances.

6.3 Creation of the Public Car Parking Easement Rights

(a) The Developer must take all steps necessary to register at the LPI to grant and create the Public Car Parking Easement Rights in accordance with the timing specified in **Table 2** of **Schedule 2** by either:

(i) the registration of a deposited plan which has the effect of granting the Public Car Parking Easement Rights; or

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(ii) delivering to Council:

(A) an instrument in registrable form that is effective to grant the Public Car Parking Easement Rights when executed by the Council as transferee;

(B) the written consent to the registration of the granting of the easement of any person whose consent is required to that registration; and

(C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of the transfer of the Public Car Parking Easement Rights.

(b) If for whatever reason it becomes necessary (in the opinion of the Council) the Developer must do all things necessary, including preparing any survey plans or other required documents, to grant any rights reasonably necessary to allow the public to access and use the Public Car Parking Easement Rights. For the avoidance of doubt, this includes:

(i) the grant of any necessary easements and rights of way, in favour of Council or in gross, required to facilitate public access and use of the Public Car Parking Easement Rights; and

(ii) the preparation, execution and registration of any documents required to give effect to such easements and rights of way; and

(iii) procuring the execution of such documents by Council or any other third party whose execution is necessary to give effect to the documents.

6.4 Creation of the Public Pedestrian Link Easement

(a) The Developer must take all steps necessary to register at the LPI to grant and create the Public Pedestrian Link Easement in accordance with the timing specified in **Table 2** of **Schedule 2** by either:

(i) the registration of a deposited plan which has the effect of granting the Public Pedestrian Link Easement; or

(ii) delivering to Council:

(A) an instrument in registrable form that is effective to grant the Public Pedestrian Link Easement when executed by the Council as transferee;

(B) the written consent to the registration of the granting of the easement of any person whose consent is required to that registration; and

(C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of the transfer of the Public Pedestrian Link Easement.

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(b) If for whatever reason it becomes necessary (in the opinion of the Council) the Developer must do all things necessary, including preparing any survey plans or other required documents, to grant any rights reasonably necessary to allow the public to access and use the Public Pedestrian Link Easement. For the avoidance of doubt, this includes:

(i) the grant of any necessary easements and rights of way, in favour of Council or in gross, required to facilitate public access and use of the Public Pedestrian Link Easement; and

(ii) the preparation, execution and registration of any documents required to give effect to such easements and rights of way; and

(iii) procuring the execution of such documents by Council or any other third party whose execution is necessary to give effect to the documents.

6.5 Creation of Access Easement

(a) Prior to the time for the delivery of the Development Contribution consisting of the Access Easement, the Parties must negotiate in good faith to agree the:

(i) limitations of the Access Easement; and

(ii) the terms of the Access Easement.

(b) The Developer must take all steps necessary to grant the Access Easement in accordance with the timing specified in **Table 3** of **Schedule 2** by either:

(i) the registration of a deposited plan which has the effect of granting the Access Easement; or

(ii) delivering to Council:

(A) an instrument in registrable form that is effective to grant the Access Easement when executed by the Council as transferee;

(B) the written consent to the registration of the granting of the easement of any person whose consent is required to that registration; and

(C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of the transfer of the Access Easement.

6.6 Public purpose

The Council must, acting reasonably and in good faith, apply the Development Contributions received from the Developer under this Agreement towards the public purposes identified in **Schedule 2**.

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7 Application of sections 94, 94A and 94EF of the Act to the Development

(a) This Agreement does not exclude the application of sections 94, 94A and 94EF of the Act; or

(b) Benefits under this Agreement are not to be taken into account in determining a development contribution under section 94 of the Act.

8 Access to land by Developer

(a) The Council authorises the Developer, for no licence fee, rent or other cost, to enter, occupy and use any land owned or controlled by the Council for the purpose of performing its obligations under this Agreement, subject to any conditions and requirements of Development Consent.

(b) Subject to **clause 8(a)** above, the Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, for no licence fee, rent or other cost, to enter any other Council owned or controlled land in order to enable the Developer to properly perform its obligations under this Agreement.

9 Registration of this Agreement

9.1 Registration of Agreement on Title

(a) The Developer must, at its cost, take all practical steps required to enable the Registration on Title of this Agreement on the Land, including:

(i) procuring the consent of each person who:

(A) has an estate or interest in the Land registered under the *Real Property Act 1900 (NSW)*; or

(B) is seized or possessed of an estate or interest in the Land; and

(ii) attending to the execution of any documents and procuring execution by any other required party; and

(iii) procuring the production of the relevant certificates of title.

(b) The Parties will take all practical steps to procure the lodgement of this Agreement with the LPI as soon as reasonably practicable after the Agreement is entered into by the Parties.

(c) The Parties agree that on Registration on Title that this Agreement will be binding on and enforceable against the owners of the Land from time to time as if each owner of the Land for the time being had entered into this Agreement.

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10 Review of this Agreement

(a) The Parties agree that this Agreement may be reviewed or modified and that any review or modification of this Agreement will be conducted in the circumstances and in the manner determined by the Parties.

(b) No modification or review of this Agreement, will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

11 Dispute Resolution

11.1 Reference to dispute

If a dispute arises between the Parties in relation to this Agreement, then either Party must resolve that dispute in accordance with this **clause 11.**

11.2 Notice of dispute

The Party wishing to commence the dispute resolution processes must notify the other in writing of:

(a) the intent to invoke this **clause 11**;

(b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this **clause 11**; and

(c) the outcomes which the notifying Party wishes to achieve (if practicable).

11.3 Representatives of parties to meet

(a) The representatives of the Parties must promptly (and in any event within 5 Business Days of the written notice provided in accordance with **clause 11.2**) meet in good faith to attempt to resolve the notified dispute.

(b) The Parties may, without limitation:

(i) resolve the dispute during the course of that meeting;

(ii) agree that further material, expert opinion or consideration is needed to effectively resolve the dispute (in which event the Parties will, in good faith, agree to a timetable for resolution); and

(iii) agree that the Parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination or mediation) which is appropriate for the resolution of the relevant dispute.

11.4 Neither party may constrain

If:

(a) at least one meeting has been held in accordance with **clause 11.3**; and

(b) the Parties have been unable to reach an outcome identified in **clause 11.3(b)(i)** to **11.3(b)(iii)**; and

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(c) either of the Parties, acting in good faith, forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under **clause 11.3**,

then, that Party may, by 5 Business Days written notice to the other Party, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of this Agreement.

12 Security and Enforcement

Section 93F(3)(g) of the Act requires the enforcement of a planning agreement by a suitable means in the event of a breach of the Agreement by the Developer. The intention of the Parties is that the following satisfies this obligation:

(a) **clause 9** through the registration of this Agreement on the title of the Land; and

(b) the timing for the delivery of the Development Contributions as identified in **column 2 of Schedule 2.**

13 Notices

13.1 Delivery

Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

(a) Delivered or posted to that Party at its address set out below.

(b) Faxed to that Party at its fax number set out below.

(c) Emailed to that Party at its email address set out below.

Bayside Council

Attention:	Michael McCabe
Address:	444/446 Princes Hwy, Rockdale, NSW
Fax Number:	9562 1777
Email:	michael.mccabe@bayside.nsw.gov.au

Combined Projects (Rockdale) Pty Ltd

Attention:	Fouad Deiri
Address:	Level 7, 111 Devonshire Street, Surry Hills NSW
Fax Number:	8665 4111
Email:	FD@deicorp.com.au

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13.2 Change of details

If a Party gives the other Party 3 Business Days notice of a change of its address, email or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, emailed, posted or faxed to the latest address, email address or fax number.

13.3 Giving of notice

Any notice, consent, information, application or request is to be treated as given or made at the following time:

(a) If it is delivered, when it is left at the relevant address;

(b) If it is emailed, when it is sent by the Party and no "failure to deliver" email is received;

(c) If it is sent by post, 2 Business Days after it is posted; and

(d) If it is sent by fax, as soon as the sender receives from the senders fax machine a report of an error free transmission to the correct fax number.

13.4 Delivery outside of business hours

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a Business Day, after 5.00 pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

14 Assignment and dealings

14.1 Assignment

(a) A Party must not assign or deal with any right under this Agreement without the prior written consent of the other Parties. Council must not unreasonably withhold or delay its written consent and must respond within 15 Business Days.

(b) Any purported dealing in breach of this **clause 14** is of no effect.

14.2 Transfer dealings

(a) The Developer must not transfer all or any part of the Land unless the Developer:

(i) first informs the proposed purchaser (the **Incoming Party**) of this Agreement;

(ii) Provides the Incoming Party with a copy of this Agreement; and

(iii) enters into a novation deed with the Incoming Party and the Council, whereby the Incoming Party agrees to perform the obligations of the Developer under this Agreement.

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For the avoidance of doubt, this clause does not apply to the sale (off the plan or otherwise) of any final residential or commercial strata lots to a third party.

(b) The Council will promptly execute the novation deed referred to in **clause 14.2(a)(iii)** and do all things reasonably required to give effect to that deed.,

(c) The provisions of this **clause 14.2** do not apply where the Agreement has been registered in accordance with **clause 9**.

15 Costs

The Parties agree to bear their own costs of preparing, negotiating and executing this Agreement.

16 Entire agreement

(a) This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.

(b) Pursuant to clause 25E(7) of the Regulation, the Parties agree that the explanatory note exhibited with this Agreement is not to be used to assist in construing this Agreement.

17 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

18 Governing law and jurisdiction

This Agreement and the transactions contemplated by this Agreement are governed by and are to be construed in accordance with the laws applicable in New South Wales. The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

19 No fetter

Nothing in this Agreement will be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

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20 Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under this Agreement and that entry into this Agreement will not result in the breach of any law.

21 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

22 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

23 GST

23.1 Construction

In this **clause 23** words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

23.2 Intention of the Parties

Without limiting the operation of this **clause 23**, as at the date of this Agreement, the Parties intend that:

(a) Divisions 81 and 82 of the GST Law apply to the supplies made under and in connection with this Agreement;

(b) no tax invoices will be exchanged between the Parties; and

(c) no additional amount will be payable to a Supplier (as defined in **clause 23.4** below) on account of GST.

23.3 Consideration GST exclusive

All prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

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23.4 Payment of GST – additional payment required

(a) If an entity (**Supplier**) makes a taxable supply under or in connection with this Agreement (**Relevant Supply**), then, subject to **clause 23.4(d)**, the Party required under the other provisions of this Agreement to provide the consideration for that Relevant Supply (**Recipient**) must pay an additional amount to the Supplier (**GST Amount**), as calculated under **clause 23.4(b)**or **23.4(c)** (as appropriate).

(b) To the extent that the consideration to be provided by the Recipient for the Relevant Supply under the other provisions of this Agreement is a payment of money (including, for the avoidance of doubt, any payment under **clause 23.4(c)**), the Recipient must pay to the Supplier an additional amount equal to the amount of the payment multiplied by the rate or rates of GST applicable to that Relevant Supply.

(c) To the extent that the consideration to be provided by the Recipient for that Relevant Supply is neither:

(i) a payment of money; nor

(ii) a taxable supply,

(Non-taxable non-monetary consideration),

the Recipient must pay to the Supplier an additional amount equal to $1/11^{th}$ of the GST-inclusive market value of the non-taxable non-monetary consideration.

(d) To the extent that the consideration payable by the Recipient is a taxable supply made to the Supplier by the Recipient, then, notwithstanding **clause 23.4(a)**:

(i) subject to **clause 23.4(d)(ii)**, no additional amount is payable by the Recipient to the Supplier on account of the GST payable on that taxable supply; and

(ii) however, if taking into account any liability for GST of, any input tax credit of, and any amount payable under **clauses 23.4(b) or 23.4(c)** by a Supplier or Recipient, a Supplier or Recipient, or the representative member of a GST group of which they are a member, has a net amount of GST payable that it is not able to recover from another Party under this **clause 23**, the Parties must negotiate in good faith to agree on an appropriate treatment of GST as between them. If agreement cannot be reached prior to the time that a Party becomes liable for GST, the matter is to be resolved in the same way as a dispute under **clause 23.5**.

(e) The recipient will pay the GST Amount referred to in this **clause 23.4** in addition to and at the same time as the first part of the consideration is provided for the Relevant Supply.

23.5 Valuation of non-monetary consideration

The Parties will seek to agree upon the market value of any non-monetary consideration which the Recipient is required to provide under **clause 23.4**. If

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agreement cannot be reached prior to the time that a Party becomes liable for GST, the matter in dispute is to be determined by an independent expert nominated by the President for the time being of the Institute of Chartered Accountants in Australia. The Parties will each pay one half of the costs of referral and determination by the independent expert.

23.6 Tax invoice

The Supplier must deliver a tax invoice to the Recipient before the Supplier is entitled to payment of the GST Amount under **clause 23.4**. The Recipient can withhold payment of the GST Amount until the Supplier provides a tax invoice.

23.7 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this Agreement, the GST Amount payable by the Recipient under **clause 23.4** will be recalculated taking into account any previous adjustment under this clause to reflect the adjustment event and a payment will be made by the Recipient to the Supplier or by the Supplier to the Recipient as the case requires.

23.8 Reimbursements

Where a Party is required under this Agreement to pay, indemnify or reimburse an expense, loss or outgoing of another Party, the amount to be paid, indemnified or reimbursed by the first Party will be the sum of:

(a) the amount of the expense, loss or outgoing less any input tax credits in respect of the expense, loss or outgoing to which the other Party, or to which the representative member of a GST group of which the other Party is a member, is entitled; and

(b) any additional amount payable under **clause 23.4** in respect of that reimbursement.

23.9 No Merger

This **clause 23** does not merge in the completion, discharge, rescission or termination of this Agreement or on the transfer of any property supplied or to be supplied under this Agreement.

24 Relationship of parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

25 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

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26 Counterparts

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one Agreement.

27 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

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Schedule 1

Land subject of the Agreement	
Area A	
6 & 6A Lister Avenue	Lot 3 DP 13570
8 Lister Avenue	Lot 4 DP 13570
10 Lister Avenue	Lot 5 DP 13570
12 Lister Avenue	Lot D DP 420619
1 Chapel Lane	Lot 61 DP 703624
3 Chapel Lane	Lot 2 DP 1027204
Area B	
1 Chapel Street	Lot 1 DP 551369
3 Chapel Street	Lot 2 DP 551369
5 Chapel Street	Lot 1 DP 309448
7 Chapel Street	Lot 2 DP 309448
9 Chapel Street	Lot 1 DP 450104
11 Chapel Street	Lot 2 DP 450104
Area C	
15 Bay Street	Lot 1 DP 79509
17 Bay Street	Lot 1 DP 522410
19 Bay Street	Lot 2 DP 522410
21 Bay Street	Lot 19 DP 59816
21A Bay Street	Lot 1 DP 84102

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Schedule 2

Table 1 - Works in Kind

	Column 1 - Description	Column 2 – Timing	Column 3 – Public purpose
1	**Public Car Parking** The Developer is to carry out the construction of the Public Car Parking Spaces in accordance with the Development Consent.	Practical Completion to be reached prior to the issue of any Occupation Certificate in relation to the Stage 1 Works or as otherwise agreed in writing between the Parties.	Public car parking
2	**Public Domain Works – Stage 1** The Developer is to carry out the Public Domain Works - Stage 1	Practical Completion to be reached prior to the issue of any Occupation Certificate in relation to the Stage 1 Works or as otherwise agreed in writing between the Parties.	Public amenity
3	**Public Domain Works – Stage 2** The Developer is to carry out the Public Domain Works - Stage 2	Practical Completion to be reached prior to the issue of any Occupation Certificate in relation to the Stage 2 Works or as otherwise agreed in writing between the Parties.	Public amenity

Table 2 – Creation of public easement rights/ Dedication of Road Widening Land

	Column 1 – Description	Column 2 – Timing	Column 3 – Public purpose

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	Column 1 – Description	Column 2 – Timing	Column 3 – Public purpose
1	**Creation of easement rights** The Developer will create the Public Car Parking easement rights.	To be created prior to the issue of any Occupation Certificate in relation to the Stage 1 Works or as otherwise agreed in writing between the Parties.	Public car parking
2	**Creation of easement rights** The Developer will create the Public Pedestrian Link Easement	To be created prior to the issue of any Occupation Certificate in relation to the Stage 1 Works or as otherwise agreed in writing between the Parties.	
3	**Dedication of Road Widening Land - Chapel Lane** The Developer will dedicate the Road Widening Land - Chapel Lane to Council.	To be dedicated to Council prior to the issue of any Occupation Certificate in relation to the Stage 2 Works or as otherwise agreed in writing between the Parties.	Public Roads and Road Widening
4	**Dedication of Road Widening Land - Bay Street** The Developer will dedicate the Road Widening Land - Bay Street to Council.	To be dedicated to Council prior to the issue of any Occupation Certificate in relation to the Stage 1 Works or as otherwise agreed in writing between the Parties.	Public Roads and Road Widening

Table 3 – Other

	Column 1 – Description	Column 2 – Timing	Column 3 – Public purpose

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	Column 1 – Description	Column 2 – Timing	Column 3 – Public purpose
1	The Developer will create the Access Easement on the standard terms for a Right of Carriageway under Schedule 8 of the *Conveyancing Act 1919* (NSW) and any other terms negotiated between the parties, acting reasonably.	To be created at reasonable time to be agreed to in writing between the Parties so as to facilitate the redevelopment of Lot 1 in DP930952 (No 13 Bay Street), and in any event no later than 6 months after the granting of any development consent in relation to the said Lot which involves basement car parking proposed to be accessed via the basement levels of Building C.	Access

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Execution

Executed as a deed.

Executed by **Bayside Council** ABN 80 690 785 443 pursuant to ss 377 and 378 of the *Local Government Act 1993*, in the presence of:

.....
Witness

.....
Name of Witness (print)

444-446 PRINCES HWY, ROCKDALE NSW 2216
WITNESS ADDRESS

.....
Authorised Officer

MEREDITH WALLACE
Name of Authorised Officer (print)

Executed by **Combined projects (Rockdale) Pty Ltd ACN 601 986 654** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

SOLE .....
Company Secretary/Director

FOUAD DEIRI
Name of Company Secretary/Director (print)

~~Director~~

~~Name of Director (print)~~

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Annexure A

Public Car Parking Spaces

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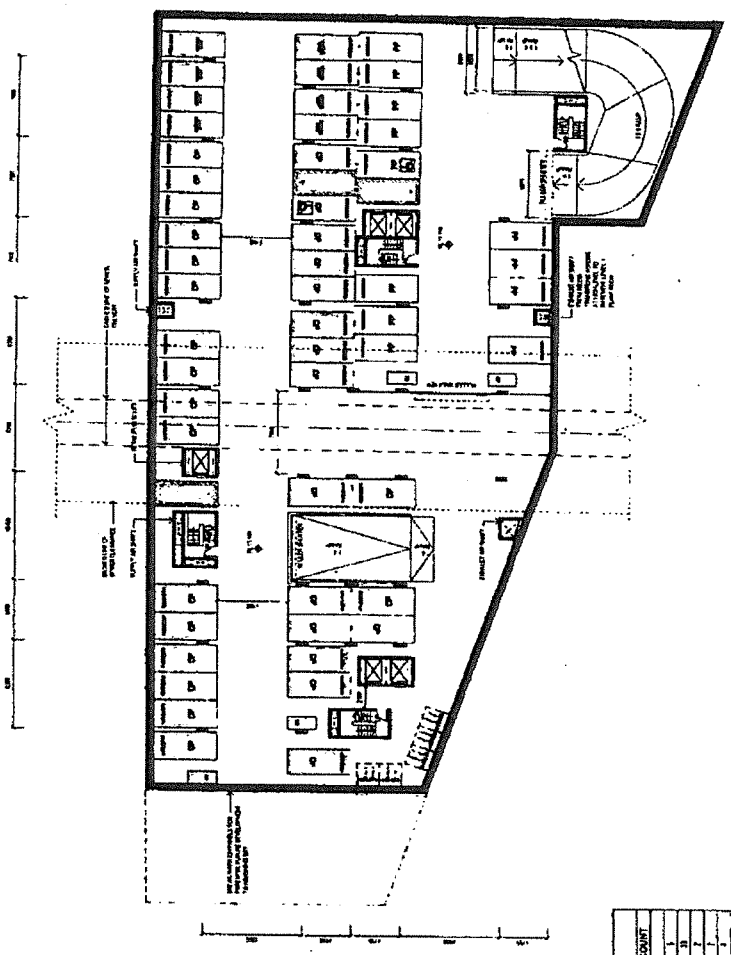
A
(1 of 2)



C_BASEMENT LEVEL 2 SCHEDULE	
DESCRIPTION	COUNT
Typical Studio (0 Bedroom Unit)	1
Typical 1 Bedroom Unit	33
Typical 2 Bedroom Unit	7
Typical 3 Bedroom Unit	1
Building C Visitor Parking	12
Disabled Visitor Parking	1
Total - Level 2 Residential Car Spaces	55
Total - Building C Residential Car Spaces	111

LEGEND
Building C Car Space/Storage
Visitor Parking
Commercial Parking
Storage Cage

ARCHITECTURE & BUILDING WORKS

Project Details
BAY STREET, CHAPEL STREET, CHAPEL LANE & LISTER AVE, ROCKDALE.

Client
COMBINED PROJECTS (NT) LTD

Drawing Title
BUILDING C - BASEMENT 02

Drawing Status
DA SUBMISSION

Project Number
PN-10004

Rev
C

Drawing Number
DA-2073

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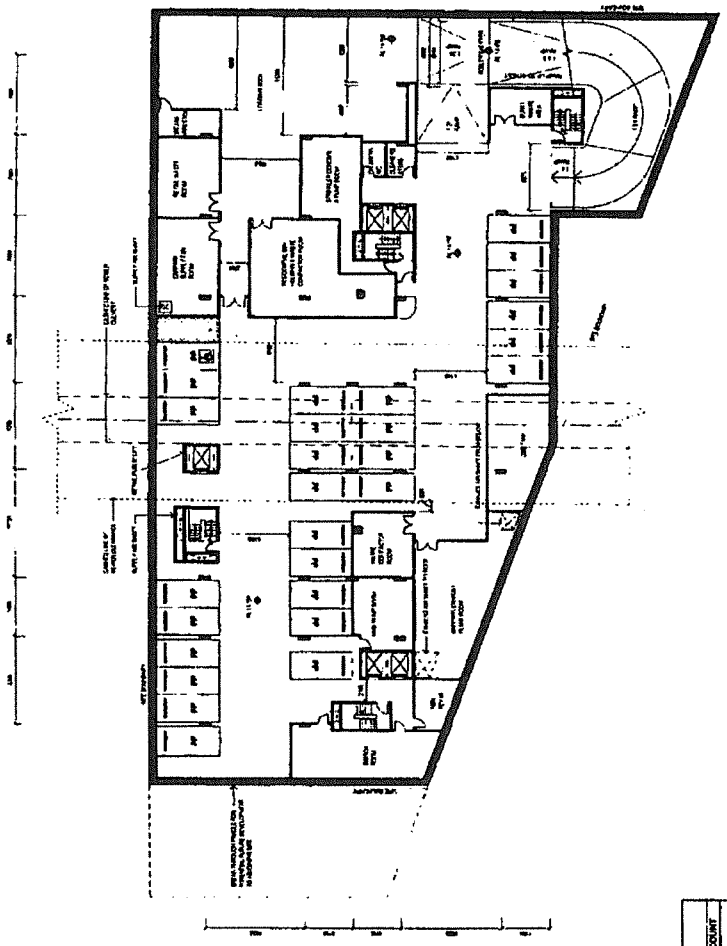
"A"
(2 of 2)



ARCHITECTURE & BUILDING WORKS

BAY STREET, CHAPEL STREET, CHAPEL LANE & LESTER AVE, ROCKDALE.

COMBINED PROJECTS PTY LTD

DA-2074

C_BASEMENT LEVEL 1 SCHEDULE	
DESCRIPTION	COUNT
Disabled Shared Spaces	1
Public Parking	26
TOTAL - LEVEL 1 RESIDENTIAL CAR SPACES	5
TOTAL - BASEMENT 2 RESIDENTIAL CAR SPACES	130

LEGEND

31/36

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Annexure B

Staging Plan (including Public Pedestrian Link Easement)

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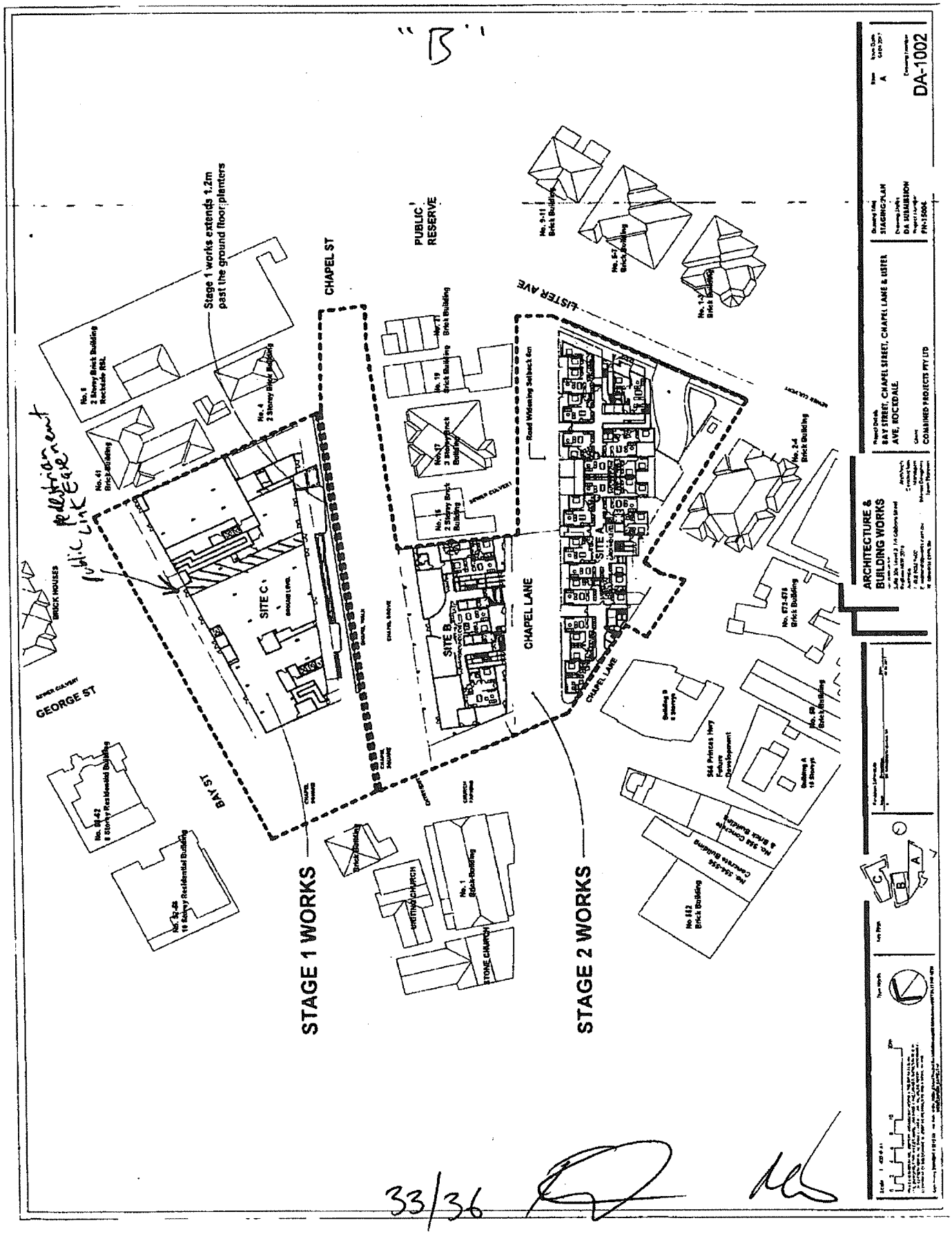
"B"



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Annexure C

Roads Widening Plan

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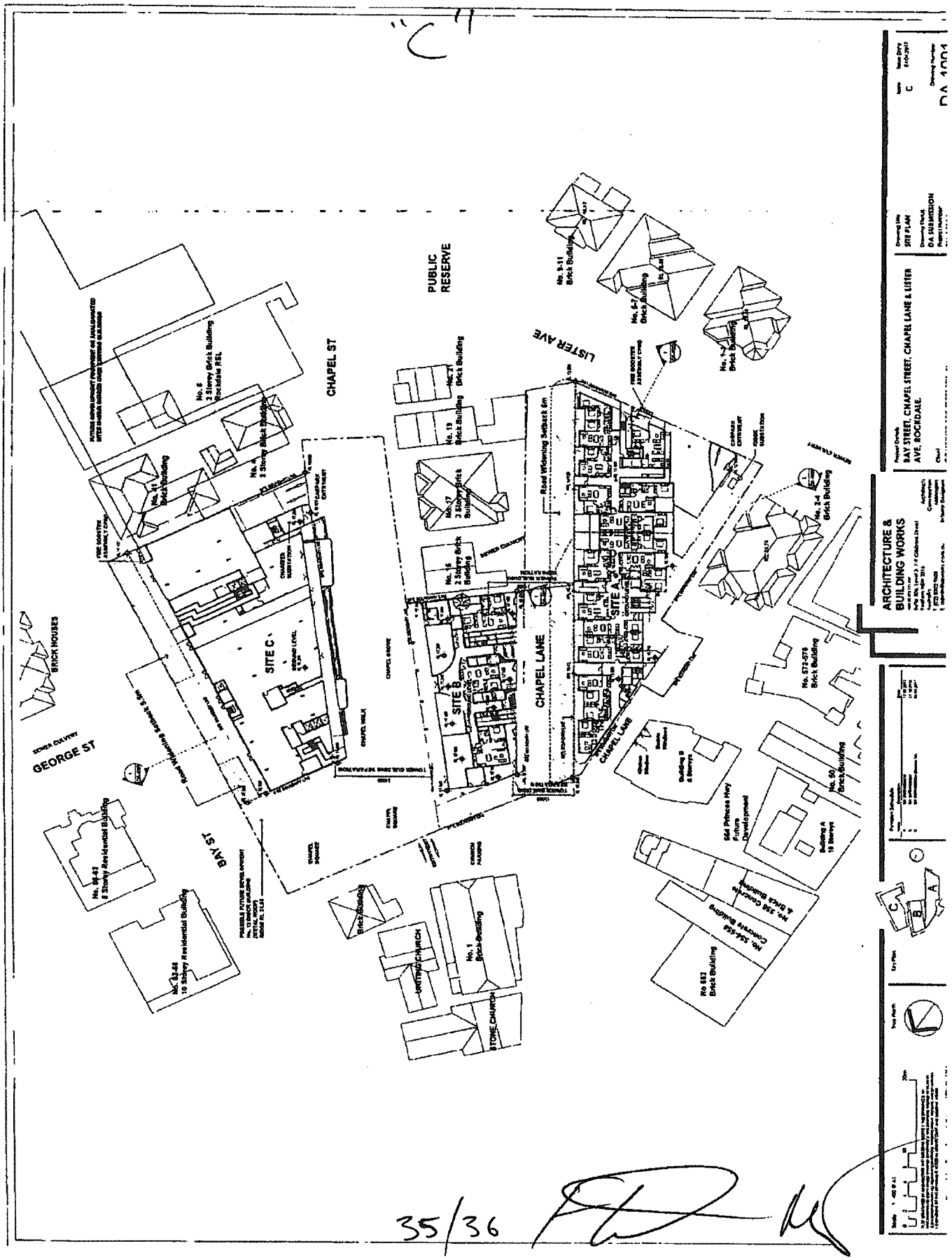

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ANNEXURE TO PLANNING AGREEMENT

ST.GEORGE BANK – A DIVISION OF WESTPAC BANKING CORPORATION A.B.N 33 007 457 141 HEREBY CONSENTS TO THE ATTACHED PLANNING AGREEMENT

PARTIES:

BAYSIDE COUNCIL ABN 80 690 785 443

COMBINED PROJECTS (ROCKDALE) PTY LTD ACN 601 986 654

Affecting Certificate of Title Folio Identifier: 1/522410, 2/522410, 1/79509, Auto Consol 5131-168

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: Azizah Kurdi

Address of witness: 1 KING STREET, CONCORD WEST NSW 2138

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee.
SIGNED by Neil Kelly
as attorney for St. George – A division of Westpac Banking Corporation ABN 33 007 457 141 under power of attorney dated 17 January 2001 registered Book 4299 No.332

.....
Signature Tier Three Attorney
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

*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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Arab Bank Australia

FILM WITH AN 747533

Head Office
PO Box N645 Grosvenor Place
Sydney NSW 1220 Australia
Level 7, 20 Bridge Street,
Sydney NSW 2000 Australia
Telephone +61 2 9377 8900
Fax +61 2 9221 5428
arabbank.com.au

DX 10163 Sydney Stock Exchange
Arab Bank Australia Limited
ABN 37 002 950 745
AFSL/ACL 234563

8 August 2018

NSW Land Registry Services
Queens Square
1 Prince Albert Road
SYDNEY NSW 2000

Attention: Registrar

Dear Sir/Madam

Arab Bank Australia Limited
Folio Identifier: 2/309448, 3/13570, 61/703624, 2/450104, 1/309448, 1/551369, 4/13570, 2/1027204, 2/551369, 5/13570, 1/450104, D/420619
Mortgage No. AN38536

We refer to the above matter and confirm that we are the registered Mortgagee's on titles (AN38536) of the properties listed as follows:

- 6, 6A, 8, 10 and 12 Lister Avenue being folio identifiers 3/13570, 4/13570, 5/13570, D/420619, 61/70362 and 2/1027204; and
- 1, 3, 5, 7, 9 and 11 Chapel Street being folio identifiers 1/551369, 2/551369, 1/309448, 2/309448, 1/450104 and 2/450104

We hereby consent to the registration of the Planning Agreement between Bayside Council ABN 80 690 785 443 and Combined Projects (Rockdale) Pty Ltd ACN 601 986 654 dated June 2017.

Should you wish to discuss this matter please do not hesitate to contact our office.

ARAB BANK AUSTRALIA LTD BY ITS ATTORNEY who hereby states he has no notice of revocation of the Power of Attorney registered in the office of the Registrar General No. 476 Book 4654 under the authority of which he has executed this instrument.

SIGNED SEALED AND DELIVERED for and on behalf of **ARAB BANK AUSTRALIA LIMITED** by JASON WILLIAMS **RON MOORE** its duly constituted Attorneys who are personally known to me:

Campbell Shi

Level 7, 20 Bridge Street
Sydney NSW 2000

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st.george

31 July 2018

St.George Bank - A Division of Westpac Banking Corporation
ABN 33 007 457 141
AFSL 233714
Level 5, 2-14 Meredith Street
Bankstown NSW 2200
m 0413 989 015
e barattab@stgeorge.com.au

Registrar General
NSW Land Registry Services
1 Prince Albert Road
Sydney NSW 2000

RE: Registration of planning agreement – various lots

WESTPAC BANKING CORPORATION (ABN 33 007 457 141), being the mortgagee under registered mortgage dealing number AM508113, hereby consents to the registration of the planning agreement entered into between Bayside Council and Combined Projects (Rockdale) Pty Ltd in respect of the following lots:

1. Lot 1 DP 79509;
2. Lot 1 DP 522410;
3. Lot 2 DP 522410; and
4. Auto Consol 5131-168 (being Lot 19/59816 and Lot 1/84102).

Yours sincerely

Brendan Baratta
Relationship Director
Property Finance South

Req:R983925 /Doc:DL AQ025106 /Rev:24-Apr-2020 /NSW LRS /Prt:28-Apr-2020 12:22 /Seq:1 of 4
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Form: 07L
Release: 2.0
www.lands.nsw.gov.au

LEASE

New South Wales
Real Property Act 1900

AQ25106R

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

BEING PART AUTO CONSOL 5131-168,

authorised to make the alteration
[illegible] 9/4/20

(A) **TORRENS TITLE**

1/84102 PART being the premises shown as Substation No.77263 in DP1260193 together with the right of way and easement referred to in Clauses 1 and 2 of Annexure "A" and shown as 'U', 'X', 'Y' & 'Z' in DP1260193.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
W	Daw & Walton Pty Ltd Po Box 3222, Redfern NSW 2016 Em: survey@daw-walton.com.au Ph: 80651156 Reference: 2530-14SUB	L

(C) **LESSOR**

COMBINED PROJECTS (ROCKDALE) PTY LTD, ACN 601 986 654

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

(D) Encumbrances (if applicable):

(E) **LESSEE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

(F) **TENANCY:**

(G)
1. **TERM** 50 years
2. **COMMENCING DATE** 08 APRIL 2020
3. **TERMINATING DATE** 07 APRIL 2070
4. With an **OPTION TO RENEW** for a period of 25 years
   set out in clause 29 of Memorandum AK980904
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause 1 & 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 recorded in the Department of Lands, Land and Propert Information Division as No(s). AK980904
9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

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DATE

(H) 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: COMBINED PROJECTS (ROCKDALE) PTY LTD, ACN 601 986 654

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: FOUAD DEIRI

Office held: SOLE DIRECTOR/SECRETARY

Signature of authorised person:

Name of authorised person:

Office held:

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

Signature of witness:

Name of witness:

Address of witness:

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

Signature of lessee:

For execution by the Lessee see page 3

(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

and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at in the State of New South Wales

on in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: *[tick one]*

- ☐ Justice of the Peace
- ☐ Practising Solicitor
- ☐ Other *[specify]*

* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

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Annexure **A** to LEASE

Parties:

COMBINED PROJECTS (ROCKDALE) PTY LTD, ACN 601 986 654 and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

Dated

The Lessee shall have the benefit of the following rights:

1 A RIGHT OF WAY over the land shown as 'Y' in DP1260193 on the terms contained in clause 18(a) of Memorandum AK980904 filed in Land & Property Information NSW.

2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as 'U', 'X' & 'Z' in DP1260193 on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.

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

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the
Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

.....
Signature of Attorney

Nigel Peter John Lowry
.....
Print Name of Attorney

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

.....
Signature of Witness

Alesa Matis
.....
Print Name of Witness
24-28 CAMPBELL STREET,
SYDNEY NSW 2000

.....
Signature of Attorney

Trevor Mark Armstrong
.....
Print Name of Attorney

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

.....
Signature of Witness

Effie Dimitriou
.....
Print Name of Witness
24-28 CAMPBELL STREET,
SYDNEY NSW 2000

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FILM WITH AQ25106

sparke HELMORE LAWYERS

10 March 2020

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease from Combined Projects (Rockdale) Pty Limited
Property: 15-21 Bay Street, Rockdale
Caveat No.: AP440434
Our ref: HEM/AUS096-02175

We act for Ausgrid Operator Partnership, a partnership carried on under the name of Ausgrid by:

1 Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

2 ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

3 ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

4 ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

5 ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4,

("**Ausgrid**"). Ausgrid is the caveator pursuant to the above caveat.

We are instructed to consent to the registration of a lease in favour of ADMHC.

Caveat AP440434 should be removed from the title on the registration of the lease.

If you require any additional information please contact our office.

Yours faithfully

Partner responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

InfoTrack

Req:R983926 /Doc:DP 1260193 P /Rev:07-Apr-2020 /NSW LRS /Pgs:ALL /Prt:26-Apr-2020 12:22 /Seq:1 of 3
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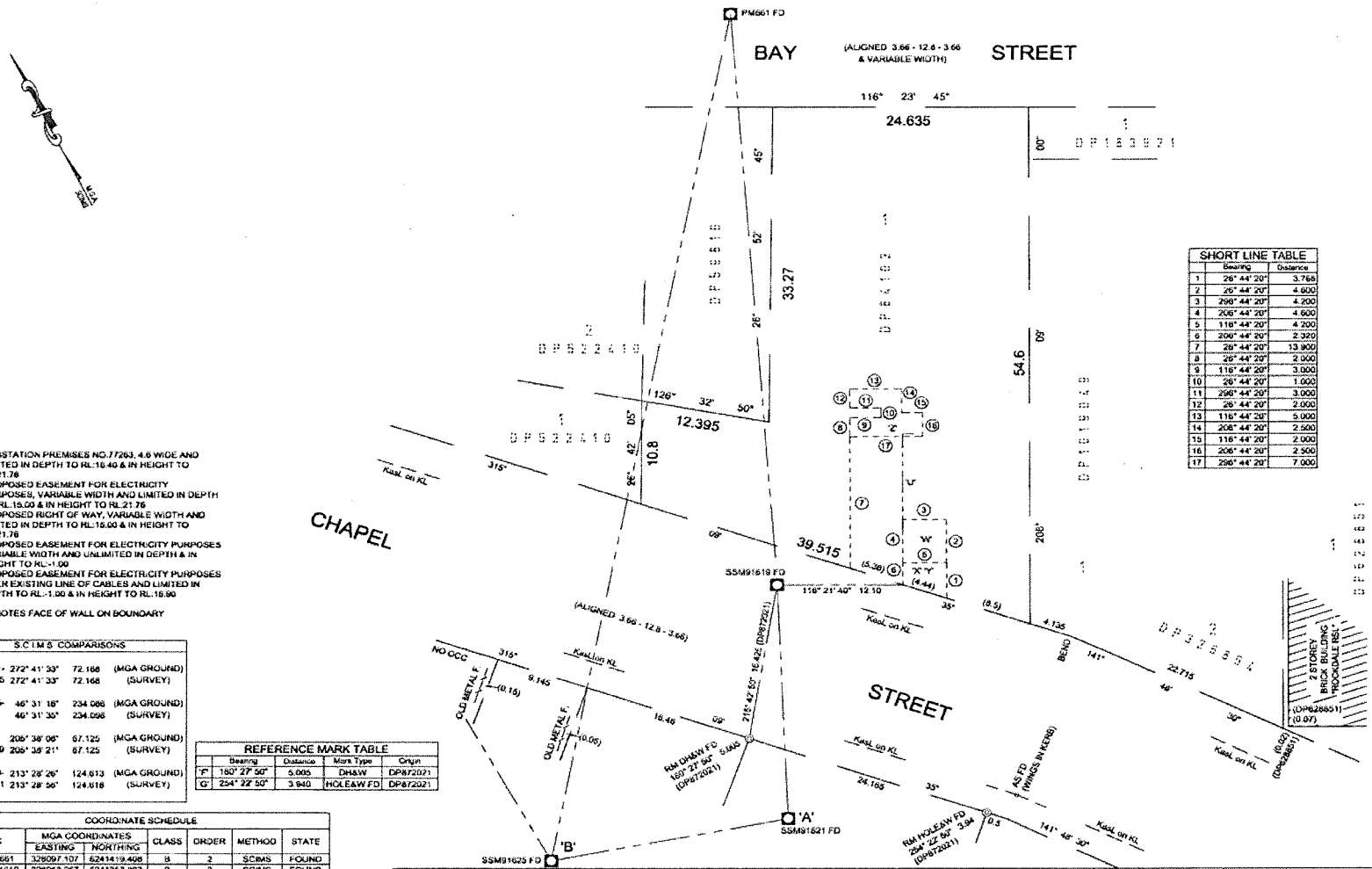
PLAN FORM 2 (A2) DP1260193 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 1 sheets



'W' SUBSTATION PREMISES NO.77263, 4.6 WIDE AND LIMITED IN DEPTH TO RL:18.40 & IN HEIGHT TO RL:21.76

'X' PROPOSED EASEMENT FOR ELECTRICITY PURPOSES, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:15.00 & IN HEIGHT TO RL:21.76

'Y' PROPOSED RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:15.00 & IN HEIGHT TO RL:21.76

'Z' PROPOSED EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH AND UNLIMITED IN DEPTH & IN HEIGHT TO RL:-1.00

'U' PROPOSED EASEMENT FOR ELECTRICITY PURPOSES OVER EXISTING LINE OF CABLES AND LIMITED IN DEPTH TO RL:-1.00 & IN HEIGHT TO RL:18.90

FOW DENOTES FACE OF WALL ON BOUNDARY

SHORT LINE TABLE		
	Bearing	Distance
1	26° 44' 20"	3.765
2	26° 44' 20"	4.900
3	296° 44' 20"	4.200
4	206° 44' 20"	4.600
5	116° 44' 20"	4.200
6	206° 44' 20"	2.320
7	26° 44' 20"	13.900
8	26° 44' 20"	2.000
9	116° 44' 20"	3.000
10	26° 44' 20"	1.000
11	296° 44' 20"	3.000
12	26° 44' 20"	2.000
13	116° 44' 20"	5.000
14	206° 44' 20"	2.500
15	116° 44' 20"	2.000
16	206° 44' 20"	2.500
17	296° 44' 20"	7.000

S.C.I.M.S. COMPARISONS			
SSM91621- -SSM91625	272° 41' 33" 272° 41' 33"	72.168 72.168	(MGA GROUND) (SURVEY)
SSM91625- -PM661	46° 31' 15" 46° 31' 35"	234.086 234.098	(MGA GROUND) (SURVEY)
PM661- -SSM91619	206° 38' 06" 206° 38' 21"	67.125 67.125	(MGA GROUND) (SURVEY)
SSM91619- -SSM91621	213° 28' 26" 213° 28' 56"	124.613 124.618	(MGA GROUND) (SURVEY)

REFERENCE MARK TABLE				
	Bearing	Distance	Mark Type	Origin
'F'	180° 27' 50"	5.005	DH&W	DP872021
'G'	254° 22' 50"	3.940	HOLE&W FD	DP872021

COORDINATE SCHEDULE						
MARK	MGA COORDINATES EASTING	MGA COORDINATES NORTHING	CLASS	ORDER	METHOD	STATE
PM 661	329097.107	6241419.408	B	2	SCIMS	FOUND
SSM 91619	329068.087	6241350.893	B	2	SCIMS	FOUND
SSM 91621	327999.339	6241254.953	B	2	SCIMS	FOUND
SSM 91625	327927.254	6241258.343	B	2	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 00-00-2018		MGA ZONE: 56			MGA DATUM: GDA94	
COMBINED SCALE FACTOR: 0.999959						

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 18 DEC 2019 SURVEYOR's REF: 2530-14DPSUB	PLAN OF: PROPOSED EASEMENTS OVER LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: Lengths are in metres. Reduction Ratio 1 : 250	REGISTERED: 7.4.2020	DP1260193

Req:R983926 /Doc:DP 1260193 P /Rev:07-Apr-2020 /NSW LRS /Pgs:ALL /Prt:28-Apr-2020 12:22 /Seq:2 of 3
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 7.4.2020

Title System: **TORRENS**

Office Use Only

DP1260193

PLAN OF PROPOSED EASEMENTS OVER LOT 1 IN DP84102

LGA: **BAYSIDE**

Locality: **ROCKDALE**

Parish: **ST GEORGE**

County: **CUMBERLAND**

Survey Certificate

I, **JOHN WALTON**

Of **DAW & WALTON PTY LTD**

PO Box 3222, REDFERN NSW 2016

survey@daw-walton.com.au

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 2017*, is accurate and the survey was completed on 18 Dec 2019, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'A'–'B'

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 18 Dec 2019

Surveyor Identification No: 8430

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s. 6.15 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.

Plans used in the preparation of survey/compilation.

DP84102 DP628851

DP551369 DP872021

DP930952

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 2530-14DPSUB

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

Req:R983926 /Doc:DP 1260193 P /Rev:07-Apr-2020 /NSW LRS /Pgs:ALL /Prt:28-Apr-2020 12:22 /Seq:3 of 3
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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 7.4.2020

Office Use Only

DP1260193

PLAN OF PROPOSED EASEMENTS OVER LOT 1 IN DP84102

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

EXECUTED by COMBINED PROJECTS (ROCKDALE) PTY LTD, ACN 601 986 654
In accordance with section 127 of the Corporations Act:

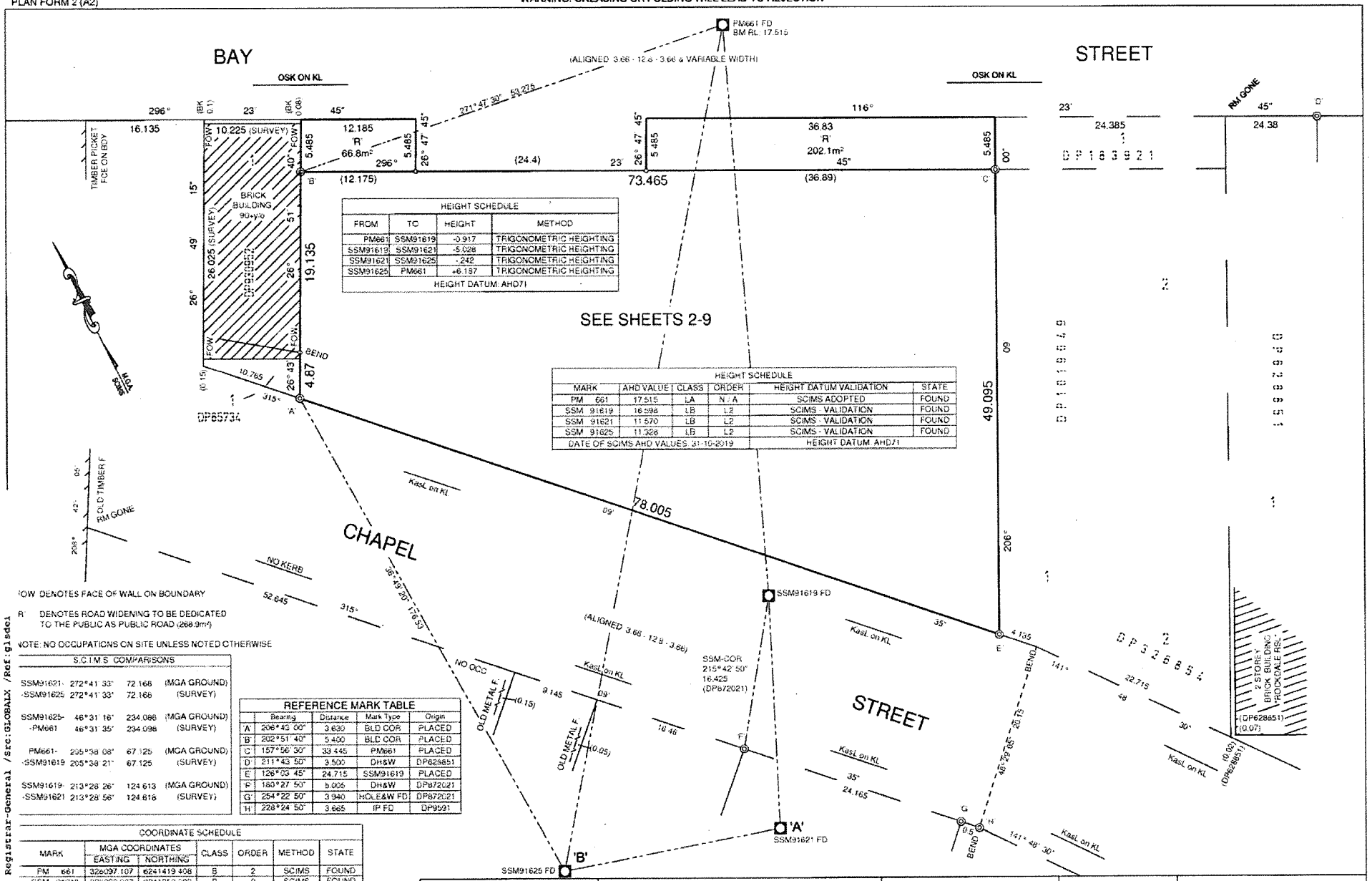
.....

Name **FOUAD DEIRI**

Authority **SOLE DIRECTOR / SECRETARY**

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2530-14DPSUB



SURVEYOR: JOHN WALTON
DATE OF SURVEY: 31-10-2019
SURVEYOR's REF: 2530-15DPC-2

PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102

LGA: BAYSIDE
LOCALITY: ROCKDALE
SUBDIVISION No: SC2020/8
Lengths are in metres. Reduction Ratio 1:250

REGISTERED: 23.4.2020

DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:1 of 14
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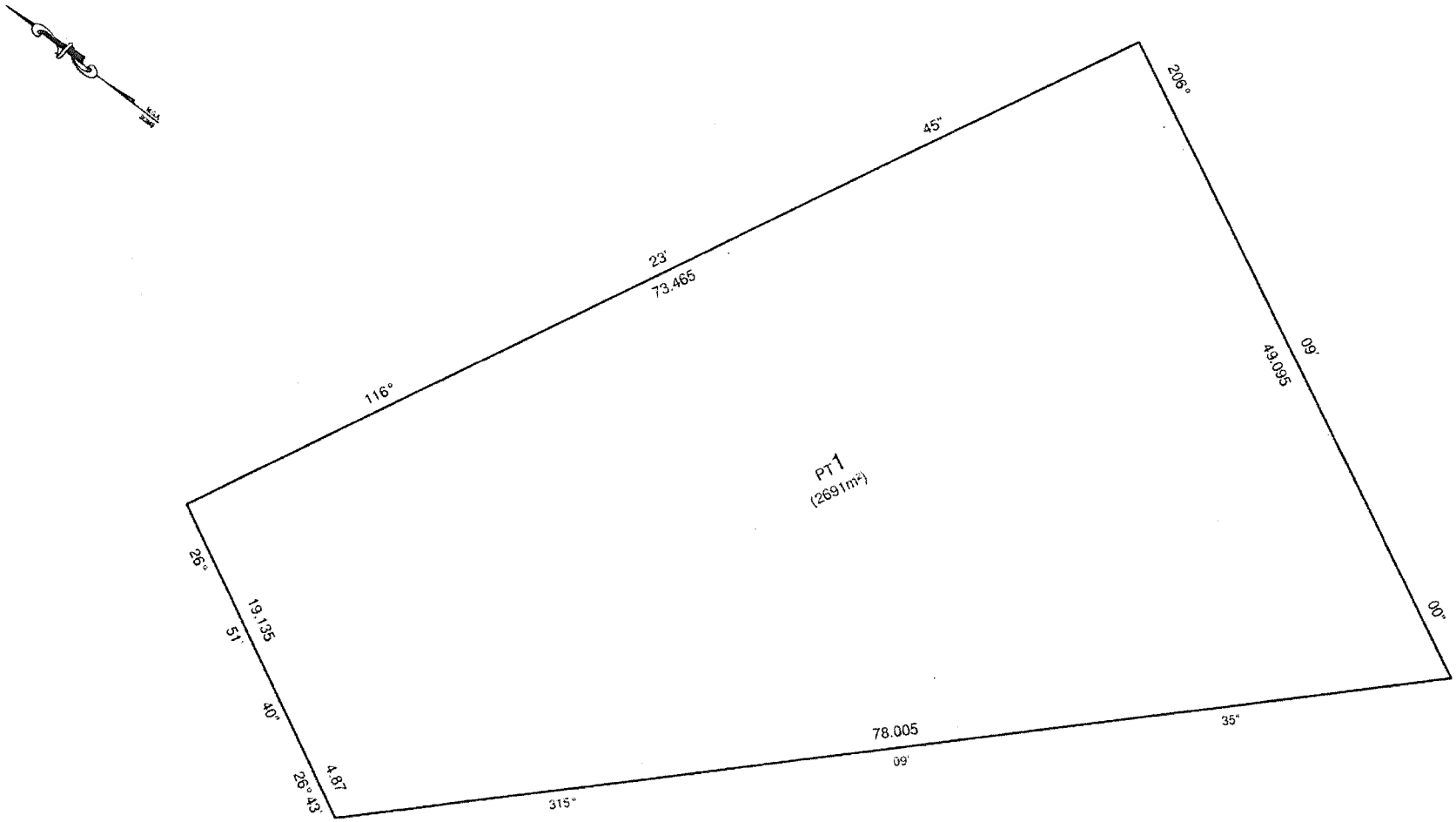
BASEMENT 5 AND BELOW



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 2691 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 0 m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 0 m²

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 5.05 (AHD)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:2 of 14
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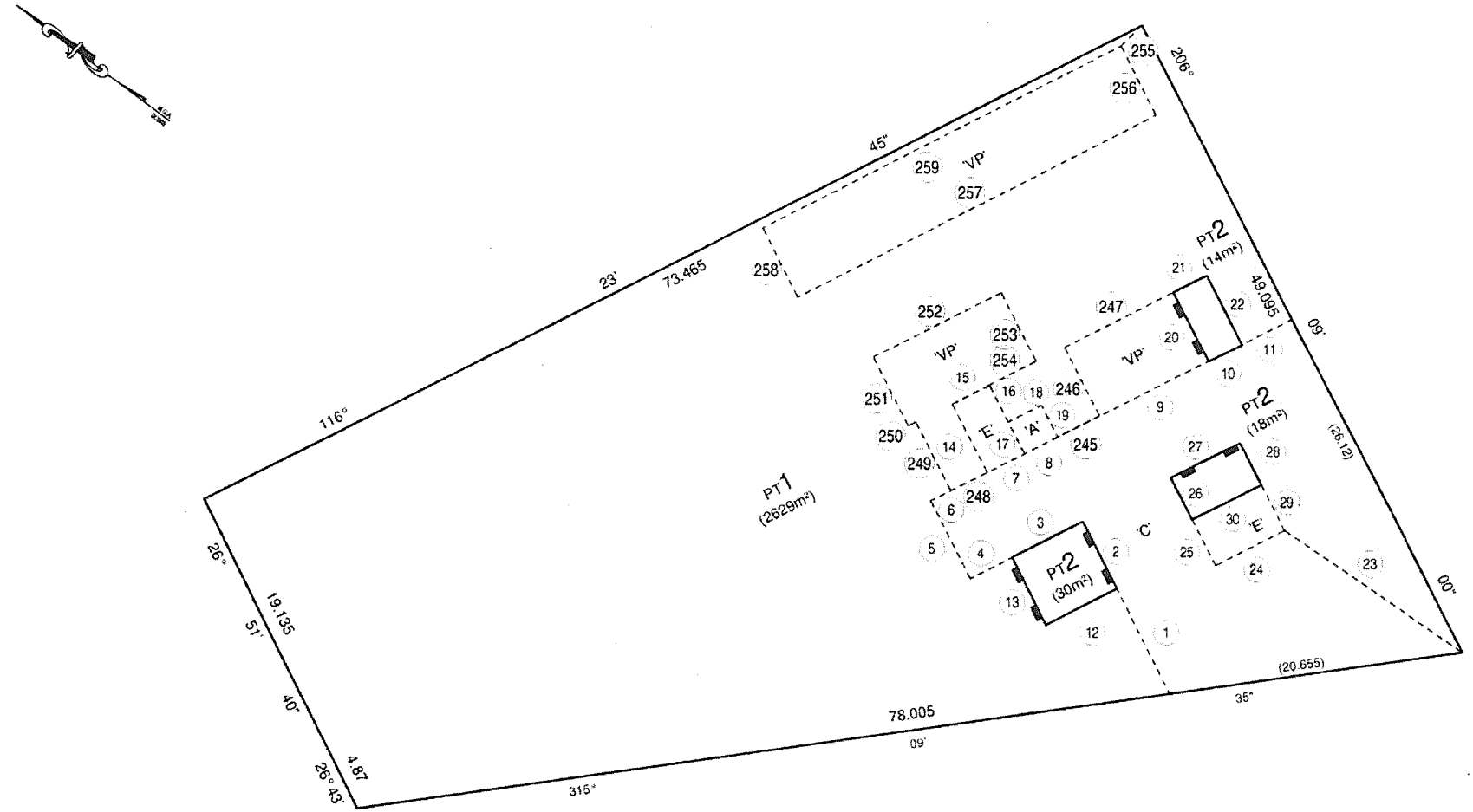
BASEMENT 4



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 2629 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 62 m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 0 m²

DENOTES FACE OF COLUMN ON BOUNDARY
'A' DENOTES EASEMENT FOR ACCESS (VARIABLE WIDTH) & LIMITED IN STRATUM
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) & LIMITED IN STRATUM
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS (VARIABLE WIDTH) & LIMITED IN STRATUM
'VP' DENOTES POSITIVE COVENANT (VARIABLE WIDTH) & LIMITED IN STRATUM
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN
EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL 5.05 (AHD) AND LIMITED IN HEIGHT TO RL 8.05 (AHD)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:3 of 14
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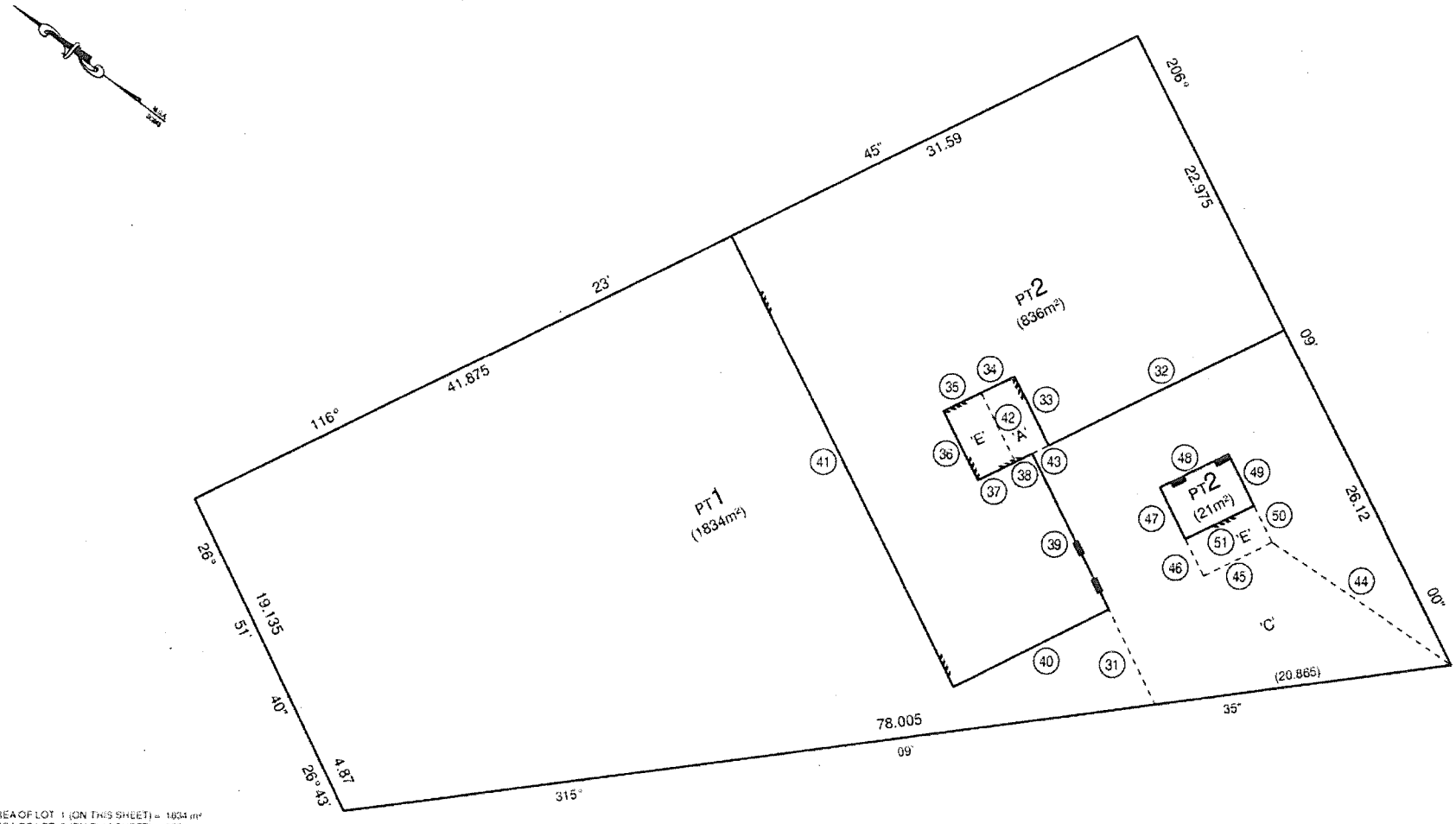
BASEMENT 3



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 1834 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 857 m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 0 m²

DENOTES CENTERLINE OF COLUMN ON BOUNDARY

DENOTES FACE OF COLUMN ON BOUNDARY

DENOTES FACE OF WALL ON BOUNDARY

A DENOTES EASEMENT FOR ACCESS (VARIABLE WIDTH) & LIMITED IN STRATUM

C DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) & LIMITED IN STRATUM

E DENOTES EASEMENT FOR EMERGENCY EGRESS (VARIABLE WIDTH) & LIMITED IN STRATUM

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL 8.05 (AHD) AND LIMITED IN HEIGHT TO RL 11.05 (AHD)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:4 of 14
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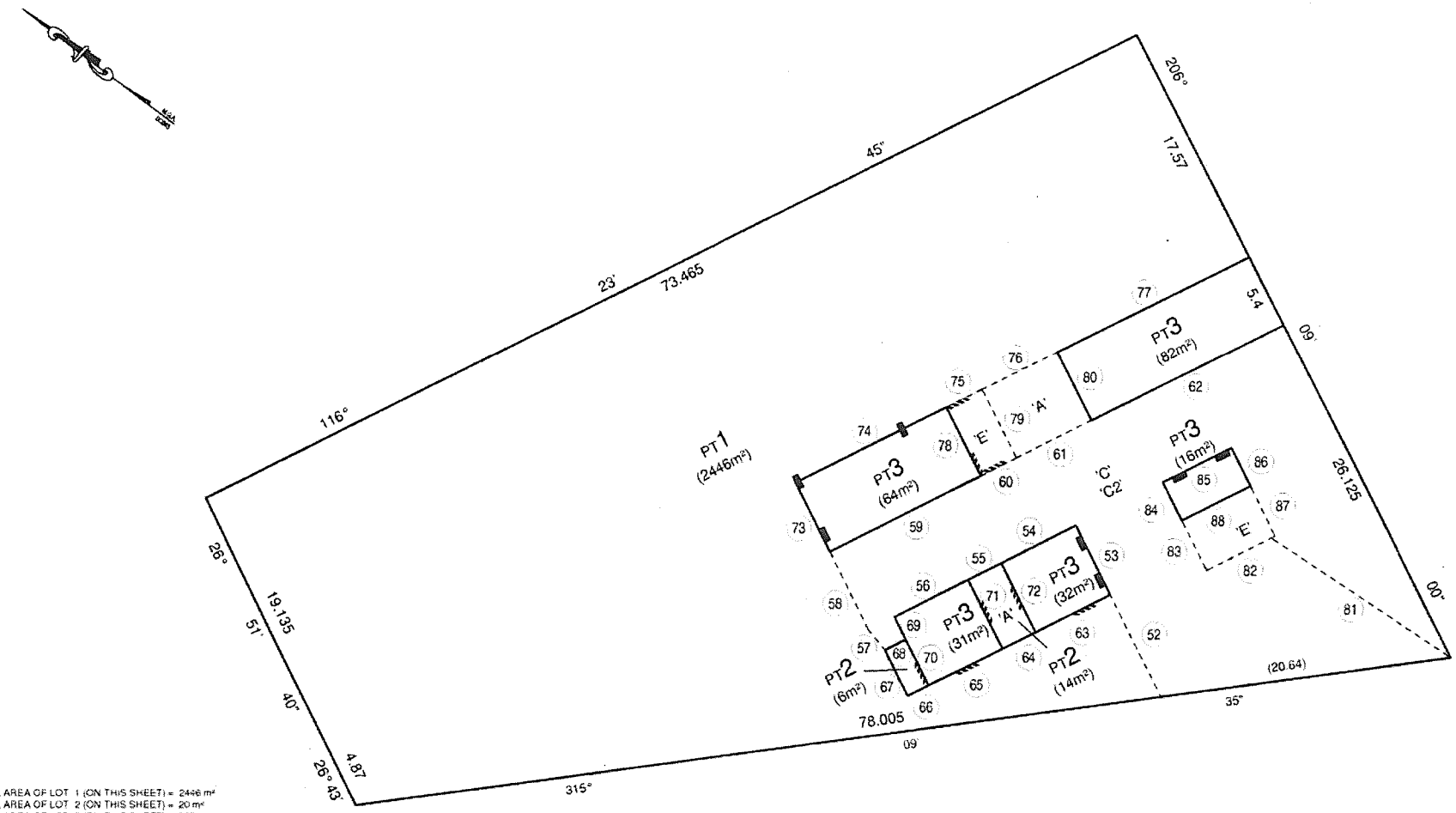
BASEMENT 2



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 2446 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 20 m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 225 m²

DENOTES CENTERLINE OF COLUMN ON BOUNDARY
DENOTES FACE OF COLUMN ON BOUNDARY
DENOTES FACE OF WALL ON BOUNDARY

'A' DENOTES RIGHT OF ACCESS (VARIABLE WIDTH) LIMITED IN STRATUM
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'C2' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'E' DENOTES EASEMENT FOR FIRE EGRESS (VARIABLE WIDTH) LIMITED IN STRATUM
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN
EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL 11.05 (AHD) AND LIMITED IN HEIGHT TO RL 14.05 (AHD)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:5 of 14
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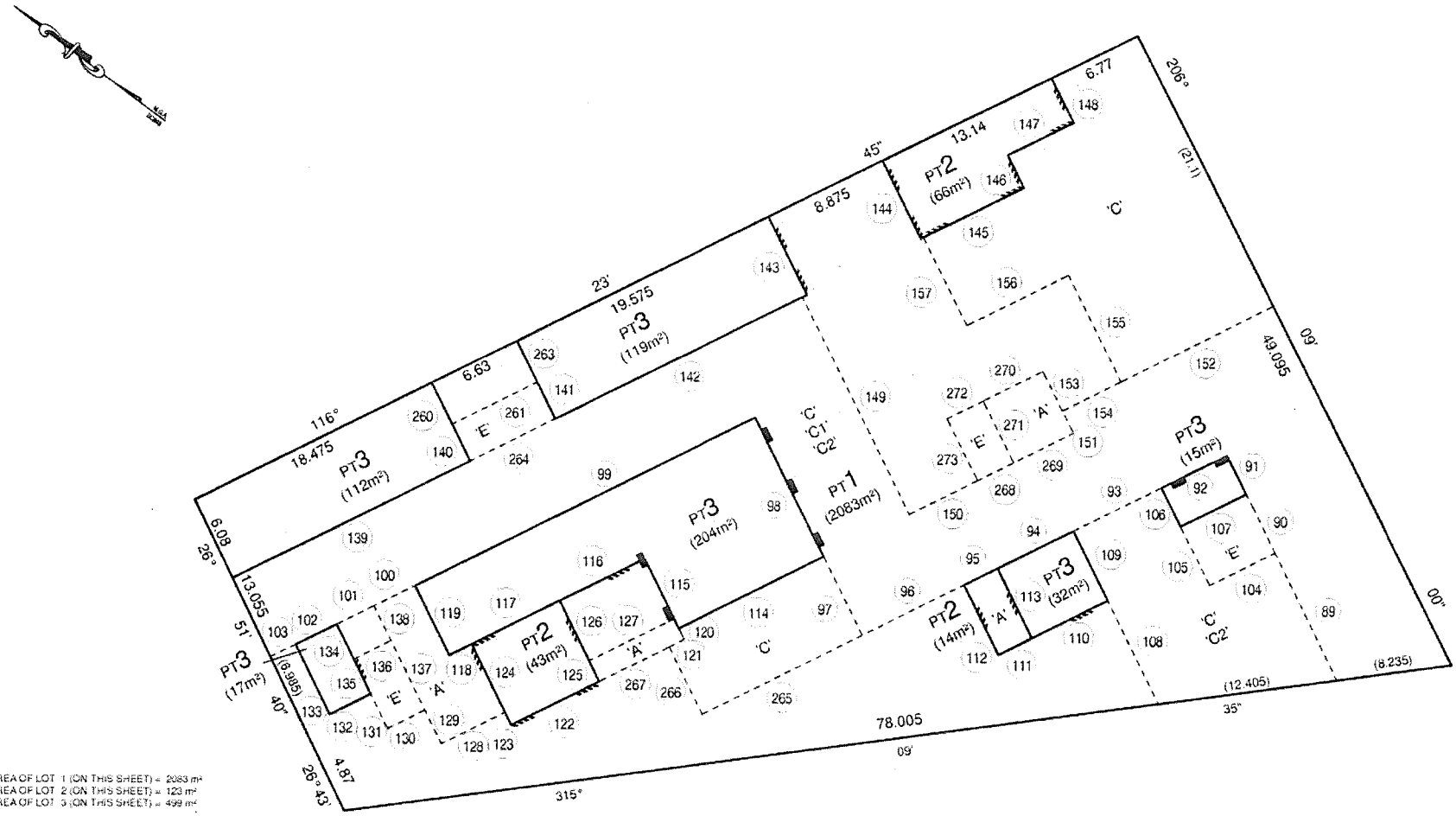
BASEMENT 1



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 2083 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 123 m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 499 m²

DENOTES CENTERLINE OF COLUMN ON BOUNDARY
DENOTES FACE OF COLUMN ON BOUNDARY
DENOTES FACE OF WALL ON BOUNDARY
'A' DENOTES RIGHT OF ACCESS (VARIABLE WIDTH) LIMITED IN STRATUM
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'C1' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'C2' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'E' DENOTES EASEMENT FOR FIRE EGRESS (VARIABLE WIDTH) LIMITED IN STRATUM
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN
EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL 14.05 (AHD) AND LIMITED IN HEIGHT TO RL 18.10 (AHD)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

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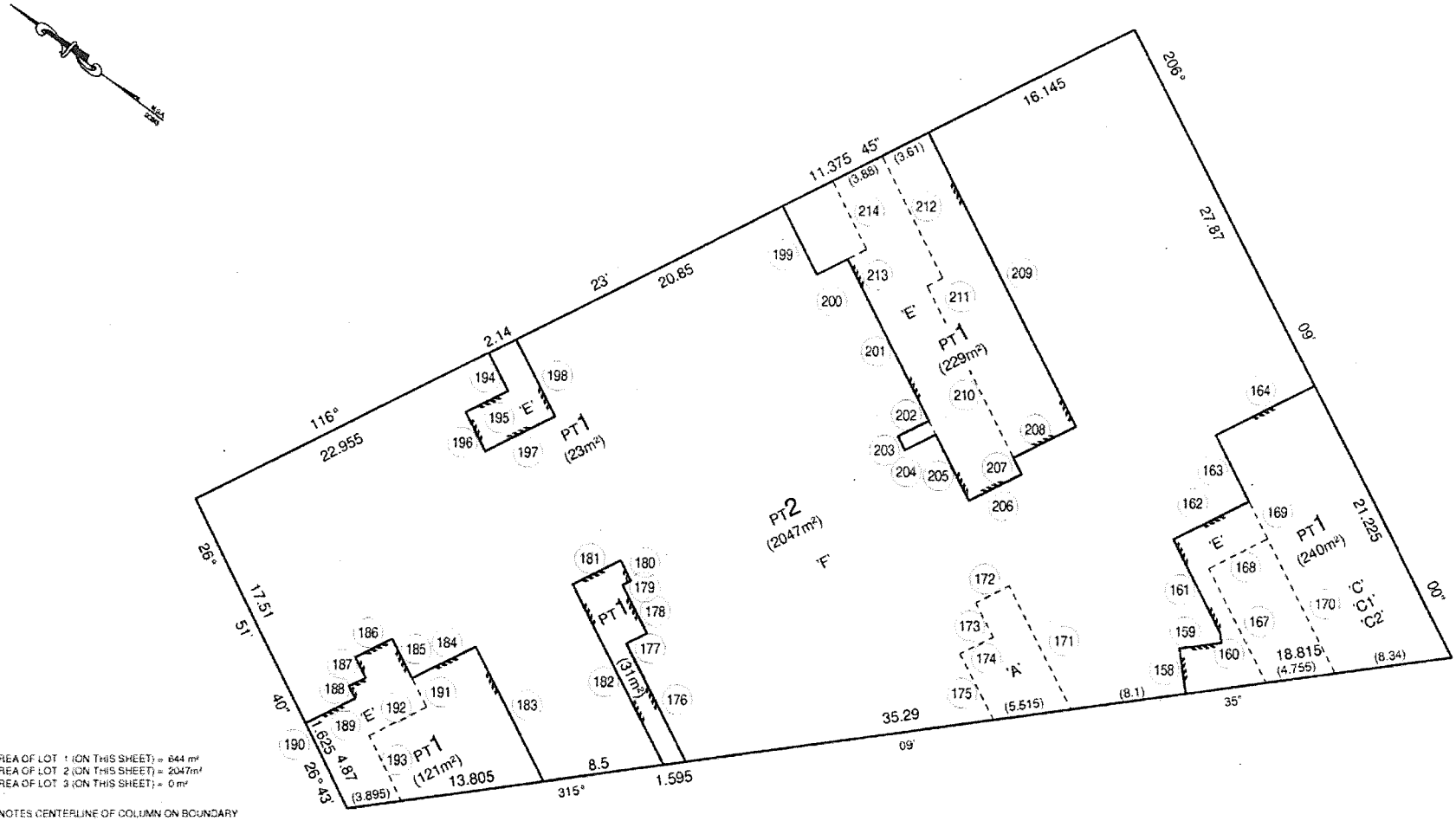
GROUND FLOOR



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 644 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 2047m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 0 m²

DENOTES CENTERLINE OF COLUMN ON BOUNDARY
DENOTES FACE OF COLUMN ON BOUNDARY
DENOTES FACE OF WALL ON BOUNDARY
'A' DENOTES RIGHT OF ACCESS (VARIABLE WIDTH) LIMITED IN STRATUM
'C' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'C1' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'C2' DENOTES RIGHT OF CARRIAGEWAY (VARIABLE WIDTH) LIMITED IN STRATUM
'E' DENOTES EASEMENT FOR FIRE EGRESS (VARIABLE WIDTH) LIMITED IN STRATUM
'F' DENOTES RIGHT OF FOOTWAY (VARIABLE WIDTH LIMITED IN STRATUM
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN
EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL 18.10 (AHD) AND LIMITED IN HEIGHT TO RL 22.37 (AHD)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

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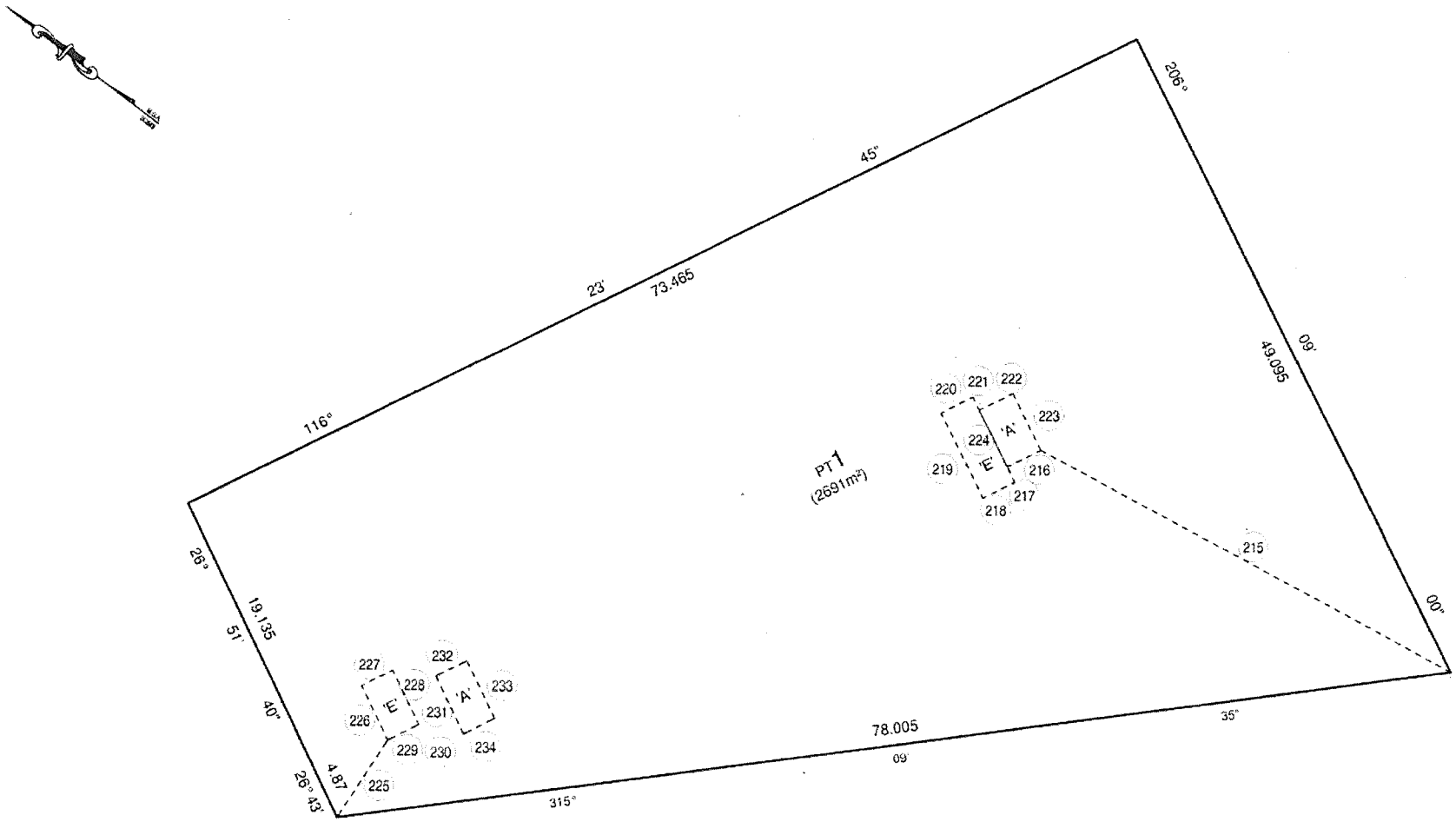
LEVEL 1-ROOF TERRACE



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 2691 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 0 m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 0 m²

'A' DENOTES RIGHT OF ACCESS (VARIABLE WIDTH) LIMITED IN STRATUM
'E' DENOTES EASEMENT FOR FIRE EGRESS (VARIABLE WIDTH) LIMITED IN STRATUM
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN
EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL 22.37 (AHD) AND LIMITED IN HEIGHT TO RL 50.62 (AHD)

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:8 of 14
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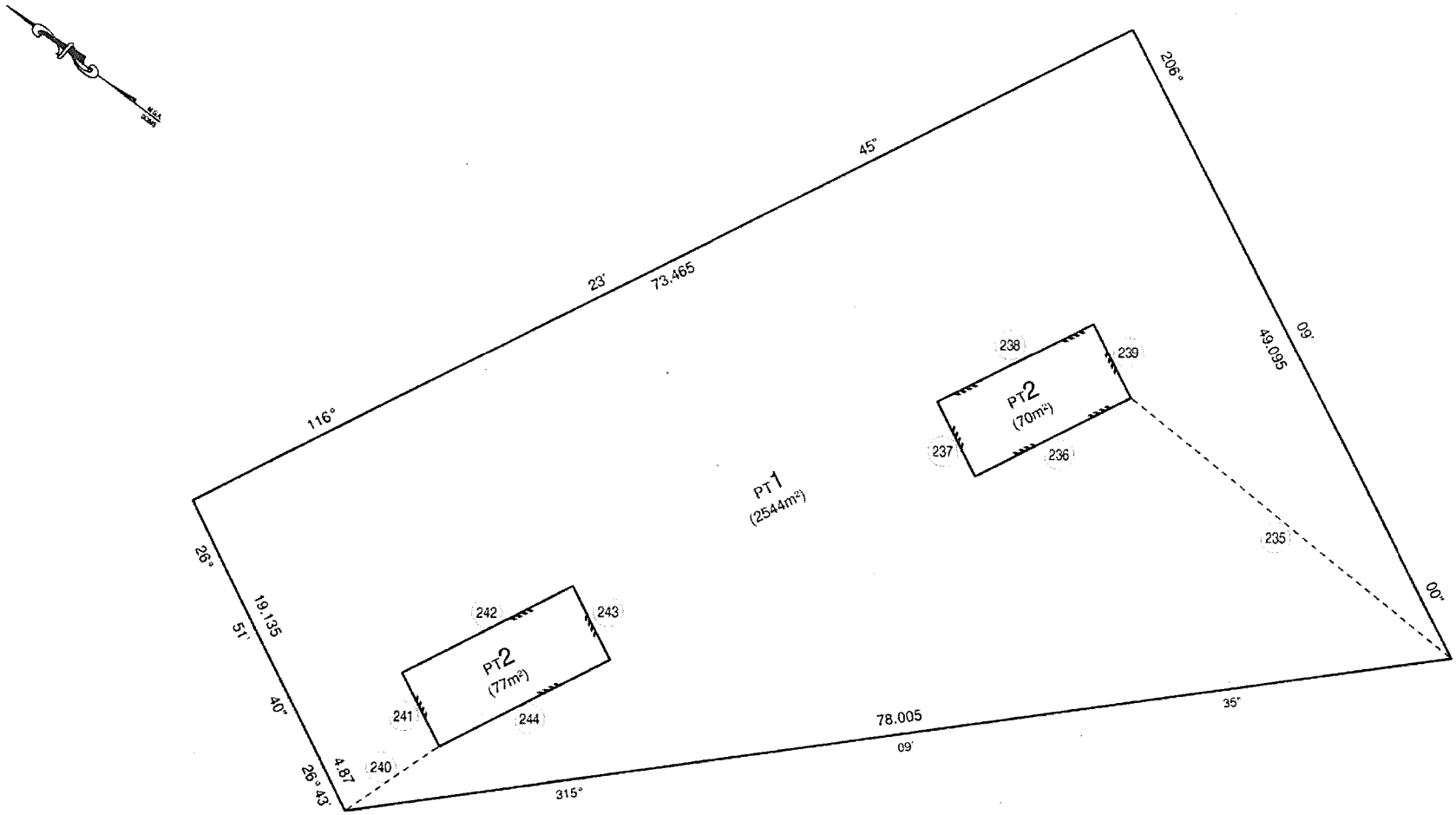
ROOF LEVEL AND ABOVE



TOTAL AREA OF LOT 1 (ON THIS SHEET) = 2544 m²
TOTAL AREA OF LOT 2 (ON THIS SHEET) = 147 m²
TOTAL AREA OF LOT 3 (ON THIS SHEET) = 0 m²

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN
EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF THE LOTS IN THIS PLAN

ALL LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL 50.52 (AHD) AND UNLIMITED IN HEIGHT

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

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:200	REGISTERED: 23.4.2020	DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:9 of 14
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Number	Bearing	Distance	Comment	Number	Bearing	Distance	Comment	Number	Bearing	Distance	Comment	Number	Bearing	Distance	Comment	Number	Bearing	Distance	Comment
1	26°23'44"	8.003		56	296°23'44"	5.800		111	296°23'44"	2.580		166	135°09'37"	18.813		221	206°23'44"	1.000	
2	26°23'44"	5.400		57	14°28'00"	1.770		112	26°23'45"	5.400		167	206°23'44"	8.932		222	296°23'44"	2.600	
3	296°23'44"	5.693		58	26°23'44"	5.099		113	26°23'45"	5.400		168	116°23'44"	4.503		223	206°23'44"	4.400	
4	296°23'44"	3.250		59	116°23'44"	11.900		114	296°23'44"	11.345		169	26°23'44"	2.900		224	206°23'44"	4.400	
5	26°23'44"	6.072		60	116°23'45"	2.900		115	26°23'44"	5.416		170	206°23'44"	10.462		225	86°10'17"	6.351	
6	116°23'44"	1.747		61	116°23'44"	5.795		116	296°23'44"	6.575		171	206°23'44"	9.744		226	26°23'44"	4.130	
7	116°23'44"	2.900		62	116°23'44"	15.239		117	296°23'43"	6.915		172	296°23'44"	2.620		227	116°23'44"	2.400	
8	116°23'44"	2.553		63	296°23'44"	5.949		118	296°23'50"	1.700		173	206°23'44"	2.696		228	26°23'44"	4.130	
9	116°23'44"	8.400		64	296°23'44"	2.555		119	26°23'44"	5.400		174	296°23'44"	2.601		229	296°23'44"	2.400	
10	116°23'44"	2.600		65	296°23'44"	5.800		120	206°23'44"	0.819		175	26°23'44"	5.274		230	154°16'43"	3.167	
11	116°23'44"	4.028		66	296°23'44"	1.735		121	296°23'44"	2.450		176	206°23'44"	9.251		231	26°23'44"	4.400	
12	296°23'44"	5.693		67	26°23'44"	3.670		122	296°23'44"	6.915		177	116°23'44"	1.656		232	116°23'44"	2.240	
13	26°23'44"	5.400		68	116°23'44"	1.735		123	26°23'44"	1.005		178	26°23'44"	3.606		233	206°23'44"	4.400	
14	26°23'44"	5.400		69	26°23'44"	1.730		124	26°23'44"	5.230		179	116°23'44"	0.650		234	296°23'44"	2.240	
15	116°23'44"	2.900		70	26°23'44"	3.670		125	26°23'44"	1.589		180	26°23'44"	1.747		235	351°48'26"	29.305	
16	206°23'44"	2.670		71	26°23'44"	5.400		126	26°23'44"	4.646		181	296°23'44"	3.815		236	296°23'44"	6.800	
17	206°23'44"	2.530		72	26°23'44"	5.400		127	116°23'44"	6.575		182	26°23'44"	14.092		237	26°23'44"	8.600	
18	116°23'44"	2.553		73	26°23'45"	5.400		128	296°23'44"	4.881		183	206°23'44"	10.645		238	296°23'44"	6.800	
19	206°23'44"	2.530		74	116°23'44"	11.900		129	26°23'44"	2.555		184	296°23'44"	4.889		239	206°23'44"	8.600	
20	26°23'44"	5.400		75	116°23'45"	2.900		130	296°23'44"	2.904		185	26°23'44"	2.950		240	122°55'14"	8.342	
21	116°23'44"	2.600		76	116°23'44"	5.795		131	26°23'44"	2.640		186	296°23'44"	2.900		241	206°23'44"	8.800	
22	206°23'44"	5.400		77	116°23'44"	15.215		132	296°23'44"	3.200		187	206°23'44"	1.625		242	296°23'44"	6.830	
23	357°03'05"	15.106		78	26°23'45"	5.400		133	26°23'44"	5.435		188	296°23'44"	1.320		243	26°23'44"	8.800	
24	296°23'44"	5.400		79	26°23'45"	5.400		134	206°23'44"	2.699		189	206°23'44"	1.035		244	296°23'44"	6.830	
25	26°23'44"	3.550		80	26°23'44"	5.400		135	206°23'44"	2.736		190	296°23'44"	3.928		245	296°23'44"	3.461	
26	26°23'44"	3.300		81	357°00'26"	15.061		136	116°23'44"	2.904		191	206°23'44"	2.440		246	206°23'44"	5.400	
27	116°23'44"	5.400		82	296°23'44"	5.410		137	206°23'44"	5.376		192	296°23'44"	4.501		247	116°23'44"	8.400	
28	206°23'44"	3.300		83	26°23'44"	3.892		138	26°23'44"	2.699		193	206°23'44"	5.015		248	116°23'44"	2.700	
29	206°23'44"	3.550		84	26°23'44"	3.000		139	116°23'44"	18.525		194	206°23'44"	3.089		249	26°23'44"	5.400	
30	296°23'44"	5.400		85	116°23'44"	5.410		140	26°23'44"	3.050		195	296°23'44"	3.310		250	116°23'44"	0.600	
31	26°23'44"	7.858		86	206°23'44"	3.000		141	206°23'44"	3.050		196	206°23'44"	3.051		251	206°23'44"	5.400	
32	296°23'44"	18.488		87	206°23'44"	3.892		142	116°23'44"	19.577		197	296°23'44"	5.450		252	116°23'44"	10.000	
33	26°23'44"	5.400		88	296°23'44"	5.410		143	26°23'44"	6.060		198	206°23'44"	6.140		253	206°23'44"	5.400	
34	296°23'44"	2.553		89	26°56'16"	9.643		144	206°23'44"	6.060		199	26°23'44"	5.880		254	116°23'44"	3.800	
35	296°23'44"	2.900		90	26°23'44"	4.754		145	116°23'44"	7.956		200	116°23'44"	2.368		255	277°52'08"	2.046	
36	206°23'44"	5.400		91	26°23'44"	3.000		146	26°23'44"	2.490		201	26°23'44"	12.150		256	26°23'44"	5.400	
37	116°23'44"	2.900		92	296°23'44"	5.090		147	116°23'44"	5.184		202	296°23'44"	2.380		257	296°23'45"	28.000	
38	116°23'44"	1.395		93	296°23'44"	6.745		148	26°23'44"	3.570		203	206°23'44"	1.135		258	26°23'44"	5.400	
39	206°23'44"	11.550		94	296°23'44"	5.955		149	206°23'44"	16.886		204	116°23'44"	2.380		259	296°23'45"	28.000	
40	296°23'44"	12.045		95	296°23'44"	2.580		150	116°23'44"	5.330		205	206°23'44"	5.150		260	206°23'44"	3.030	
41	206°23'44"	34.525		96	296°23'44"	7.875		151	26°23'44"	1.863		206	116°23'44"	4.190		261	116°23'39"	6.630	
42	26°23'44"	5.400		97	26°23'44"	6.084		152	116°23'44"	11.925		207	26°23'44"	1.355		263	206°23'44"	3.030	
43	116°23'44"	1.158		98	26°23'44"	10.816		153	26°23'44"	3.137		208	116°23'44"	4.815		264	116°23'39"	6.630	
44	357°03'05"	15.106		99	296°23'44"	26.535		154	116°23'44"	4.321		209	206°23'44"	22.960		265	296°23'44"	13.795	
45	296°23'44"	5.400		100	296°23'44"	3.181		155	26°23'44"	8.178		210	206°23'44"	12.925		266	26°23'44"	5.265	
46	26°23'44"	2.878		101	296°23'44"	2.904		156	296°23'44"	8.076		211	116°23'44"	1.207		267	296°23'44"	4.125	
47	26°23'44"	3.972		102	296°23'44"	3.200		157	26°23'44"	6.865		212	206°23'44"	10.035		268	296°23'44"	2.620	
48	116°23'44"	5.400		103	296°23'44"	2.005		158	45°09'37"	3.190		213	116°23'44"	1.517		269	116°23'44"	5.035	
49	206°23'44"	3.972		104	296°23'44"	5.090		159	135°09'37"	2.913		214	206°23'44"	5.880		270	296°23'44"	5.035	
50	206°23'44"	2.878		105	26°23'44"	4.754		160	45°09'37"	0.723		215	350°47'51"	32.376		271	206°23'44"	5.000	
51	296°23'44"	5.400		106	26°23'44"	3.000		161	206°23'44"	7.226		216	296°23'44"	2.600		272	296°23'44"	2.620	
52	26°23'44"	7.986		107	296°23'44"	5.090		162	296°23'44"	5.897		217	206°23'44"	1.200		273	206°23'44"	5.000	
53	26°23'44"	5.400		108	26°23'44"	8.006		163	206°23'44"	5.180		218	296°23'44"	2.450					
54	296°23'44"	5.949		109	26°23'44"	5.400		164	296°23'44"	7.808		219	26°23'44"	6.600					
55	296°23'44"	2.555		110	296°23'44"	5.955		165	26°08'59"	21.226		220	296°23'44"	2.450					

SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR'S REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:1	REGISTERED: 23.4.2020	DP1259032

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

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:10 of 14
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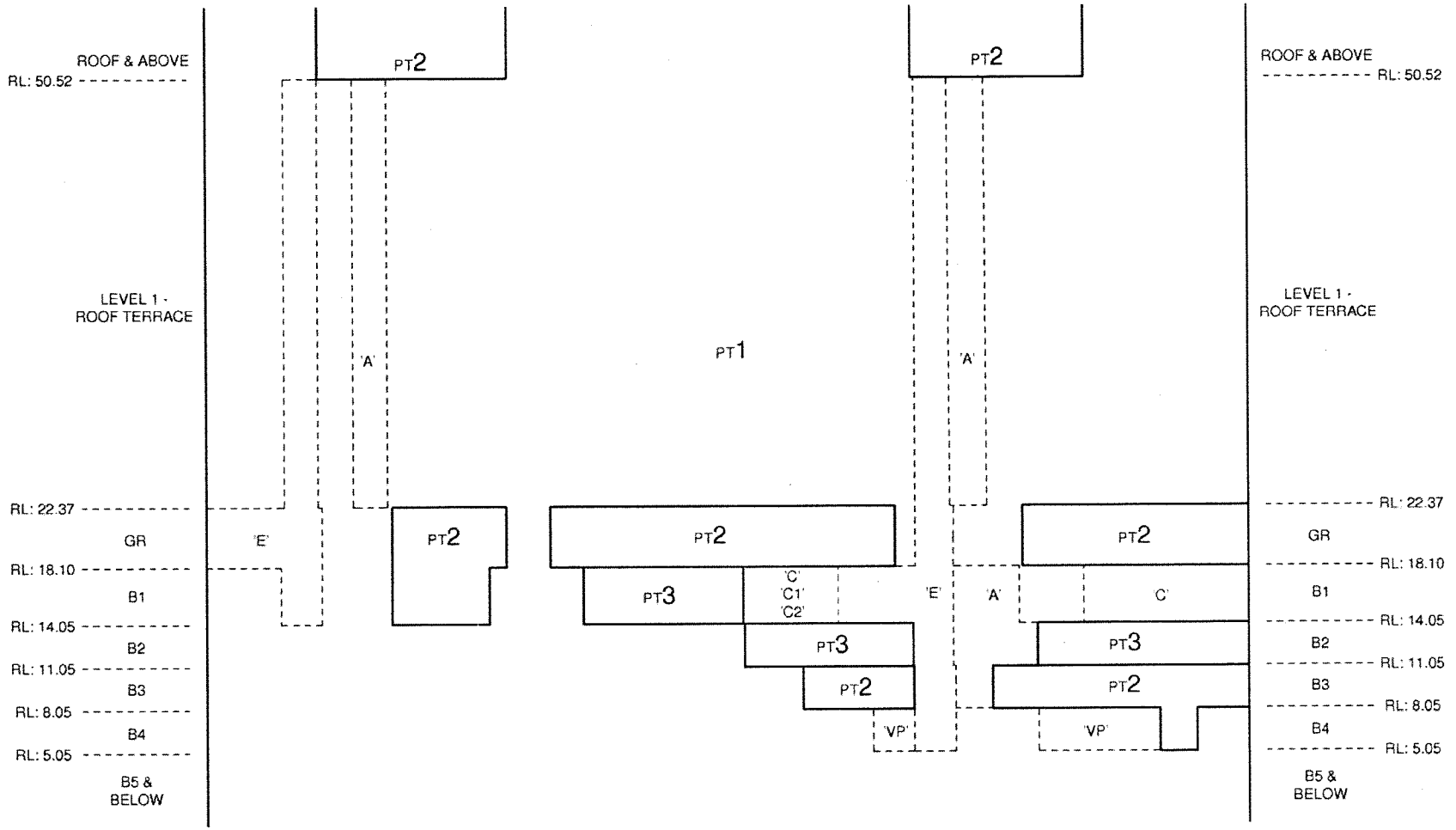
SECTION 'A'



SURVEYOR: JOHN WALTON DATE OF SURVEY: 31-10-2019 SURVEYOR's REF: 2530-15DPC-2	PLAN OF: SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 AND LOT 1 IN DP84102	LGA: BAYSIDE LOCALITY: ROCKDALE SUBDIVISION No: SC2020/8 Lengths are in metres. Reduction Ratio 1:1000	REGISTERED: 23.4.2020	DP1259032

Req:R975560 /Doc:DP 1259032 P /Rev:23-Apr-2020 /NSW LRS /Pgs:ALL /Prt:27-Apr-2020 09:38 /Seq:11 of 14
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use Only

Registered: 23.4.2020

Title System: **TORRENS**

Office Use Only

DP1259032

PLAN OF **SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 and LOT 1 IN DP84102**

LGA: **BAYSIDE**

Locality: **ROCKDALE**

Parish: **ST GEORGE**

County: **CUMBERLAND**

Survey Certificate

I,.....**JOHN WALTON** .....

Of....**DAW & WALTON PTY LTD** .....

.....**PO Box 3222, REDFERN NSW 2016** .....

.....**survey@daw-walton.com.au**.....

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 2017*, is accurate and the survey was completed on .....31-10-19....., or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: ...'A'–'B' .....

Type: *Urban/~~*Rural~~

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

Signature: ..... Dated: 19-02-2020.

Surveyor Identification No: ...8430

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, Luis Melim

*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: L. Melim

Accreditation number: —

Consent Authority: BAYSIDE COUNCIL

Date of endorsement: 17-03-2020

Subdivision Certificate number: SC 2020/8

File number: DA 2019/97

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP79509 DP522410

DP59816 DP84102

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE THE AREA SHOWN AS ROAD WIDENING 'R' TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: 2530-15DPC-2

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

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Office Use Only

Registered: 23.4.2020

Office Use Only

DP1259032

PLAN OF **SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 and LOT 1 IN DP84102**

Subdivision Certificate number: SC 2020/8

Date of Endorsement: 17-03-2020

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

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

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality
1	N/A	19	BAY	STREET	ROCKDALE
2	N/A	2	CHAPEL	STREET	ROCKDALE
3	N/A	2A	CHAPEL	STREET	ROCKDALE

Pursuant to section 88B of the Conveyancing Act 1919, as amended,

It is intended to create:

1. Easement for Services (Whole of Lot)
2. Easement for Support & Shelter (Whole of Lot)
3. Easement for Access 'A' (Variable Width & Limited in Stratum)
4. Right of Carriageway 'C' (Variable Width & Limited in Stratum)
5. Easement for Emergency Egress 'E' (Variable Width & Limited in Stratum)
6. Positive Covenant (OSD)
7. Positive Covenant (Pump)
8. Positive Covenant (Waste)
9. Positive Covenant (Parking)
10. Positive Covenant (Boom Gate)
11. Right of Footway 'F' (Variable Width & Limited in Stratum)
12. Right of Carriageway 'C1' (Variable Width & Limited in Stratum)
13. Right of Carriageway 'C2' (Variable Width & Limited in Stratum)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2530-15DPC-2

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 23.4.2020

Office Use Only

DP1259032

PLAN OF **SUBDIVISION OF LOT 1 IN DP79509, LOT 1 & 2 IN DP522410, LOT 19 IN DP59816 and LOT 1 IN DP84102**

Subdivision Certificate number: SC 2020/8

Date of Endorsement: 17-03-2020

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

EXECUTED by COMBINED PROJECTS (ROCKDALE) PTY LTD, ACN: 601 986 654
In accordance with section 127 of the Corporations Act:

.....

Name..... FOUAD DEIRI

Authority.. SOLE DIRECTOR/SECRETARY

EXECUTED by **WESTPAC BANKING CORPORATION, ACN 007 457 141**
Mortgagee VIDE AM508113

SIGNED SEALED AND DELIVERED for and on behalf of ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 registration book 4298 no 322. By executing this instrument the attorney States that the attorney has received no notice of the revocation of the power of attorney.

Signature Tier Three Attorney
Name: TUNG TRAN

Witness Signature
Name: MELVIN SAMUEL
Level 3/25 Restwell St Bankstown NSW 2200

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2530-15DPC-2

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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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

Full name and address of the proprietor of the land: COMBINED PROJECTS (ROCKDALE) PTY LTD
19 BAY STREET,
ROCKDALE NSW 2216

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Services (Whole of Lot)	All Lots	Every Other Lot
2.	Easement for Support & Shelter (Whole of Lot)	All Lots	Every Other Lot
3.	Easement for Access 'A' (Variable Width & Limited in Stratum)	Lot 1 Lot 2	Lots 2 & 3 Lots 1 & 3
4.	Right of Carriageway 'C' (Variable Width & Limited in Stratum)	Lot 1	Lots 2 & 3
5.	Easement for Emergency Egress 'E' (Variable Width & Limited in Stratum)	Lot 1	Lots 2 & 3
6.	Positive Covenant (OSD)	All Lots	Bayside Council
7.	Positive Covenant (Pump)	All Lots	Bayside Council
8.	Positive Covenant (Waste)	All Lots	Bayside Council
9.	Positive Covenant (Parking)	Lot 1	Bayside Council

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
10.	Positive Covenant (Boom Gate)	Lot 1	Bayside Council
11.	Right of Footway 'F' (Variable Width & Limited in Stratum)	Lot 2	Bayside Council
12.	Right of Carriageway 'C1' (Variable Width & Limited in Stratum)	Lot 1	1/930952 & 1/85734
13.	Right of Carriageway 'C2' (Variable Width & Limited in Stratum)	Lot 1	Bayside Council

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

Part 2 (Terms)

1. Definitions

In this instrument:

Benefited Lot means the relevant land (if any) referred to in the fourth column of the table in Part 1 of this instrument.

Burdened Lot means the relevant land referred to in the third column of the table in Part 1 of this Instrument and if that land becomes a Strata Scheme then the Common Property of that Strata Scheme.

Council means the Bayside Council or its successor.

Detention System means in relation to the Burdened Lot the stormwater drainage detention basin or tank constructed or to be constructed on the Burdened Lot in accordance with the requirements of Council including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on any part of the Burdened Lot.

Development Works has the same meaning as in the building management statement registered on the Burdened Lot or strata management statement attached to the Strata Scheme.

Grantee means the owner of an estate in fee simple or mortgagee in possession of the Lot Benefited, from time to time.

Grantor means the owner of an estate in fee simple or a mortgagee in possession of the Lot Burdened, from time to time.

Instrument means this instrument registered with the Plan pursuant to s.88B *Conveyancing Act 1919 (NSW)*.

Owner means:

(a) the registered proprietor of the Burdened Lot and its successors (including those claiming under or through the registered proprietor), or

(b) if the Burdened Lot is the subject of a Strata Scheme, the Owners Corporation.

Proprietor(s):..... 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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

Owner's Corporation means the owners corporation constituted under the *Strata Schemes Management Act 2015* for a Strata Scheme.

Retention System means in relation to the Burdened Lot the stormwater retention and re-use tank or other device constructed or to be constructed on the Burdened Lot in accordance with the requirements of the Council including all ancillary, gutters, leaf gutter guards, downpipes, pipes, drains, filter, pump, delivery plumbing, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to retain and re-used and control stormwater located on any part of the Burdened Lot.

Service has the same meaning given in the Conveyancing Act 1919 and includes stormwater and sewerage.

Shared Facility has the meaning given in the *Conveyancing Act 1919*.

Strata Scheme has the meaning given in the *Strata Schemes Management Act 2015*.

2. **Terms of Easement for Services numbered 1 in the plan:**

(a) The Grantee and its Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to:

(i) the uninterrupted passage through a Burdened Lot of any Services to or from the Benefited Lot;

(ii) use any Service Equipment in a Burdened Lot through which a Service passes to or from the Benefited Lot (**Relevant Service Equipment**);

(iii) enter, remain in and use any plant rooms in the Burdened Lot where Relevant Service Equipment is located;

(iv) have Relevant Service Equipment supported vertically, horizontally and in each other plane by a Burdened Lot; and

(v) carry out Works in relation to Relevant Service Equipment that is not a Shared Facility and enter and remain in a Burdened Lot, together with any Equipment necessary for that purpose, for a reasonable time to carry out those Works.

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(b) The Grantee has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in the Burdened Lot Service Equipment associated with a Service to or from a Benefited Lot which is additional to the Service Equipment actually existing at the date of registration of this Instrument and this easement applies to such additional Service and Service Equipment as though they existed at the date of registration of this Instrument.

(c) The Grantee and the Grantor acknowledge that:

(i) some of the Services and associated Service Equipment may be Shared Facilities;

(ii) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and

(iii) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.

(d) The Grantee must:

(i) not permit Relevant Service Equipment which is not a Shared Facility to become a hazard or a nuisance; and

(ii) at its cost carry out Works to such Relevant Service Equipment as and when required, to ensure compliance with clause 2(d)(i).

(e) Before carrying out any Works under this easement on a Burdened Lot, the Grantee must:

(i) provide to the Grantor a Schedule of Works;

(ii) provide to the Grantor any other information which the Grantor reasonably requires in order to consider the effect of the Works: and

(iii) obtain the consent of the Grantor to the carrying out of the Works.

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(f) The Grantor may withhold consent under clause 1.5(a)(iii) to carry out the Works if, in the reasonable opinion of the Grantor:

(i) the carrying out of the Works;

(ii) the physical result after the Works are carried out; or

(iii) both the carrying out of the Works and the physical result after the Works are carried out,

will, either temporarily or permanently, interrupt, interfere with or prevent, to an unreasonable extent, the use and enjoyment of the Burdened Lot by the Grantor or any occupier of the Burdened Lot.

(g) The Grantor may not withhold consent under clause 1.5(a)(iii) if the Works:

(i) need to be carried out in circumstances which involve an emergency or a danger to public safety;

(ii) are necessary to enable the Grantee to comply with its obligations under this easement;

(iii) are necessary to enable the Grantee to comply with its obligations under the Management Statement; or

(iv) result from or arise out of any Law or requirements of any relevant Authority.

(h) The Grantee must, while works are being carried out in a Burdened Lot under this easement, take all reasonable steps:

(i) to minimise interruption to or interference with any Service;

(ii) to minimise interruption or interference with the use and enjoyment of the Burdened Lot; and

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(iii) to ensure that:

(A) all necessary safety measures are taken;

(B) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;

(C) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened Lot;

(D) any damage caused to the Burdened Lot is made good as soon as reasonably practicable; and

(E) as soon as reasonably practicable after completing of the Works, the Burdened Lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

(i) The Grantee and the Grantor must, in good faith, consult with each other in relation to the nature and timing of the Works in the Burdened Lot with a view of reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

Name of Authority whose consent is required to release, vary or modify the Easement for Services numbered 1 in the plan;

Council

3. Terms of Easement for Support & Shelter numbered 2 in the plan:

(a) An easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the Lot Benefited by those parts of the Lot Burdened and any structures erected on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.

(b) The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(i) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and

(ii) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.

(c) If a strata management statement is registered under the Development Act resulting in the creation of an easement for support and shelter under section 8AA of the Development Act and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.

(d) If a Strata Plan subdividing a Lot Benefited is registered resulting in the creation of an easement for support and shelter under section 8AA of the Development Act, and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency, the terms of the easement under section 8AA apply.

Name of Authority whose consent is required to release, vary or modify the Easement for Support & Shelter numbered 2 in the plan;

Council

4. **Terms of Easement for Access, (Variable Width & Limited in Stratum) and Emergency Egress (Variable Width & Limited in Stratum) numbered 3 and 5 in the plan:**

(a) The Grantee and its Authorised Users may pass and repass across fire stairs and passages within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:

(i) in an emergency;

(ii) in the case of a fire or fire drill purposes; or

(iii) if the lifts are not operational or are otherwise unavailable.

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(b) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

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

(iii) make good any collateral damage.

(c) A Building Management Statement or Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

(d) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

Name of Authority whose consent is required to release, vary or modify the Easement for Access numbered 3 & 5 in the plan;

Council

5. Terms of Right of Carriageway (Variable Width & Limited in Stratum) numbered 4 in the plan:

(f) The Grantee and any Authorised Person of the Grantee have the full and free right to go, pass and repass the Easement Site:

(i) at all times;

(ii) for all purposes;

(iii) with or without Vehicles.

to access the Benefited Lot or any part of the Benefited Lot.

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(g) In exercising rights under this easement, the Grantee and any Authorised Persons must:

(i) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;

(ii) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;

(iii) only use the Easement Site for its intended purpose;

(iv) not to cause any damage to the Burdened Lot and any improvements on it;

(v) comply with the Management Statement and any Rules; and

(vi) comply with any reasonable direction of the Committee or any person authorised by the Committee.

(h) The Grantee and the Grantor acknowledge that:

(i) the Easement Site is a Shared Facility;

(ii) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;

(iii) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

(i) The Grantee and its Authorised Persons must not:

(i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;

(ii) obstruct use of the Easement Site by any person.

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(j) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.

Name of Authority whose consent is required to release, vary or modify the Right of Carriageway numbered 4 in the plan;

Council

6. Terms of Positive Covenant numbered 6 in the plan:

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, pumps, walls, kerbs, pits, grates, tanks, rainwater tanks, chambers, basins and surfaces designed to temporality detain stormwater) shown on plans approved by the Council DA-2016-241 (hereinafter called 'the system').

The Registered Proprietor will:

(i) Permit stormwater to be temporarily detained by the system;

(ii) Keep the system clean and free of silt, rubbish and debris;

(iii) Maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient matter;

(iv) Carry out the matters referred to in paragraphs (b) and (c) at the proprietor's expense;

(v) Not make any alterations to the system or elements thereof without prior consent in writing of the Council;

(vi) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the lad for compliance with the requirements of this clause;

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(vii) Comply with the terms on any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

(k) In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents my enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the costs of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal cost and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of authority who has the right to release, vary or modify the Positive Covanant numbered 6 in the plan:

Council

7. Terms of Positive Covenant numbered 7 in the plan:

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

I. The Registered Proprietor will

a) permit stormwater to be temporarily detained by the system;

b) Keep the system clean and free of silt, rubbish and debris;

c) arrange for regular inspections and maintenance of the pump system, at not more than 6 monthly intervals, by a recognised pump maintenance specialist to ensure the pump(s), associated alarms and system generally is working effectively. The pump maintenance specialist is to prepare a written report detailing whether the pump system is working effectively and if not what actions need to be undertaken to ensure it is working effectively;

Proprietor(s):..... 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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

d) undertake the rectification works as specified by the pump maintenance specialist's report as soon as practical, but within 14 days of the report being prepared. Obtain a follow- up report to detail that the pump system is now working effectively;

e) maintain written records of all reports and make available to Council such records where requested including details of any rectification works;

f) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner;

g) carry out the matters referred to in paragraphs (b), (c), (d), (e) and (f) at the proprietor's expense;

h) not make any alterations to the system or elements thereof without prior consent in writing of the Council;

i) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land and review the records for compliance with the requirements of this clause;

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

2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause I the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.).

Name of authority who has the right to release, vary or modify the Positive Covanant numbered 7 in the plan:

Council

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

8. Terms of Positive Covenant numbered 8 in the plan:

1. The registered proprietor covenants with the Council that the Waste Management & Collection for the development will be undertaken & managed in accordance with the Waste management Plan prepared by Elephants Foot Recycling Services Pty Ltd, dated 31/01/2019 and furthermore;

2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for

   a. the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;

   b. the delivery, removal, inspection and repair of Waste containers.

3. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2

Name of authority who has the right to release, vary or modify the Positive Covanant numbered 8 in the plan:

Council

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

9. Terms of Positive Covenant numbered 9 in the plan:

1. The registered proprietor covenants with the Council that a minimum of ten (10) visitor parking spaces will be shared with the users of the units within the commercial Lot and will:

   i) permit the registered proprietors and/or invitees of the registered proprietors of the commercial lot 2 to enter upon The Burdened Land with a vehicle or vehicles whether motorised or not and to park, leave or place such a vehicle upon The Burdened Land within the times commencing at 7.30am in the morning Monday to Saturday and ending at 6.00pm in the evening Monday to Friday and 1.00pm in the afternoon on Saturdays. The times referred to are Australian Eastern Standard time or Australian Eastern daylight saving time whichever is in effect at the time that the registered proprietor or invitee enters upon The Burdened Land.

   ii) not obstruct or inhibit in any manner whatsoever access to or exclusive use of the Burdened Land in accordance with the prior cause.

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

Name of authority who has the right to release, vary or modify the Positive Covenant numbered 9 in the plan:

Council

10. Terms of Positive Covenant numbered 10 in the plan:

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "Boom Gate" (which expression includes all ancillary components) shown on plans approved by the Council (hereinafter called 'the system').

I. The Registered Proprietor will

   a) Keep the system in good working order;

   b) arrange for regular inspections and maintenance of the system, at not more than 6 monthly intervals, by a recognised maintenance specialist to ensure the gate and associated systems is working effectively.;

Proprietor(s):..... 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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

c) undertake any rectification works as identified by the maintenance specialist as soon as practical.

d) maintain written records of all reports and make available to Council such records where requested including details of any rectification works;

e) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner;

f) carry out the matters referred to in paragraphs (b), (c), (d), (e) at the proprietor's expense;

g) not make any alterations to the system or elements thereof without prior consent in writing of the Council;

h) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land and review the records for compliance with the requirements of this clause;

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

2 In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.).

Name of authority who has the right to release, vary or modify the Positive Covenant numbered 10 in the plan:

Council

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

11. Terms of Right of Footway (Variable Width & Limited in Stratum) numbered 11 in the plan:

1. Easement for Access

1.1 Council and its Authorised Users are granted full and free right to go, pass and repass at all times (subject to clause 2.3(a)) for the purpose of access to and from Bay Street and Chapel Street through the Lot Burdened over the 1.5 metre wide pathway as designated by the grantor from time to time:

(a) on foot; or

(b) by wheelchair or with other disabled access aids; and

(c) without animals; and

(d) with or without perambulators, strollers and other vehicles and equipment of like nature; and

(e) consistent with use as a public accessway.

2. Obligations relating to access - Council

2.1 When exercising a right under this easement Council must, and must ensure that any Authorised User:

(a) cause as little disturbance and inconvenience as is possible to the Grantor and any occupier of the Lot Burdened;

(b) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;

(c) leave the Lot Burdened in a clean and tidy state;

(d) comply with any Building Management Statement, all applicable laws and approvals and requirements of all Authorities; and

(e) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

2.2 For the purposes of this clause, the reference to Authorised User is not to capture members of the public irrespective of whether they may constitute invitees of Council.

2.3 Council acknowledges and agrees that the rights granted under this easement may be restricted by the Grantor:

(a) to times determined by the Grantor (acting reasonably having regard to the fact that the Easement Site is intended to function as a permanent public accessway, but will be provided through approved use retail tenancies situated on the Lot Burdened) and in compliance with any Building Management Statement;

(b) the Grantor or its tenant may monitor and direct the behaviour of the public when exercising any right of way;

(c) the Grantor or its tenant may (acting reasonably) temporarily exclude the public or any member of the public from the Easement Site; and

(d) if any member or members of the public loiter or congregate for any purpose which the Grantor or its tenant considers to be inappropriate, the Grantor or its tenant may either remove those members of the public or arrange for their removal by an appropriate authority.

3. Construction

Council acknowledges that the Grantor will at its own cost construct and maintain a 1.5 metre wide accessway though the Lot Burdened to a standard suitable for use as a public accessway including lighting and compliance with requirements for access by persons with a disability to the satisfaction of Council (acting reasonably).

4. Maintenance and repair of shared accessway

4.1 The Grantor must at its own cost:

(a) maintain a 1.5 metre wide accessway path through the Lot Burdened in a clean and tidy condition; and

(b) repair or restore (or both) any or all of the surface of the designated accessway path to a safe and good condition.

Proprietor(s):..... 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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

5. Insurance

The Grantor must at all times maintain in force an insurance policy for public risk and public liability for at least $20 million in respect of each event.

Name of authority who has the right to release, vary or modify the Right of Footway numbered 11 in the plan:

Council

12. Terms of Right of Carriageway (Variable Width & Limited in Stratum) numbered 12 in the plan:

(a) The Grantee and any Authorised Person of the Grantee have the full and free right to go, pass and repass the Easement Site:

(i) at all times;

(ii) for all purposes;

(iii) with or without Vehicles.

to access the Benefited Lot or any part of the Benefited Lot.

(b) In exercising rights under this easement, the Grantee and any Authorised Persons must:

(i) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;

(ii) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;

(iii) only use the Easement Site for its intended purpose;

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(iv) not to cause any damage to the Burdened Lot and any improvements on it;

(v) comply with the Management Statement and any Rules; and

(vi) comply with any reasonable direction of the Committee or any person authorised by the Committee.

(c) The Grantee and the Grantor acknowledge that:

(i) the Easement Site is a Shared Facility;

(ii) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;

(iii) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

(d) The Grantee and its Authorised Persons must not:

(i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;

(ii) obstruct use of the Easement Site by any person.

(e) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.

Name of Authority whose consent is required to release, vary or modify the Right of Carriageway numbered 12 in the plan;

Council

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

13. Terms of Right of Carriageway (Variable Width & Limited in Stratum) numbered 13 in the plan:

(a) The Grantee and any Authorised Person of the Grantee have the full and free right to go, pass and repass the Easement Site:

(i) at all times;

(ii) for all purposes;

(iii) with or without Vehicles.

to access the Benefited Lot or any part of the Benefited Lot.

(b) In exercising rights under this easement, the Grantee and any Authorised Persons must:

(i) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;

(ii) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;

(iii) only use the Easement Site for its intended purpose;

(iv) not to cause any damage to the Burdened Lot and any Improvements on it;

(v) comply with the Management Statement and any Rules; and

(vi) comply with any reasonable direction of the Committee or any person authorised by the Committee.

(c) The Grantee and the Grantor acknowledge that:

(i) the Easement Site is a Shared Facility;

(ii) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;

Proprietor(s):..... 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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

(iii) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

(d) The Grantee and its Authorised Persons must not:

(i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;

(ii) obstruct use of the Easement Site by any person.

(e) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.

Name of authority who has the right to release, vary or modify the Right of Carriageway numbered 13 in the plan:

Council

Proprietor(s):.....

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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

Executed by **COMBINED PROJECTS (ROCKDALE) PTY LTD, ACN 601 986 654**

.....

Name: FOUAD DEIRI

Position held: SOLE DIRECTOR/SECRETARY

Executed on behalf of **Bayside ~~City~~ Council** by its Authorised Delegate pursuant to Section 377 Local Government Act 1919 by:

Peter Ward
Signature of Witness

PETER WARD
Name of Witness

444 PRINCES HIGHWAY
ROCKDALE
Address of Witness

Signature of Authorised Delegate

Luis Melim
Authorised Delegate's Name

Manager – Development Services
Authority of Delegate

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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 Conveyancing Act 1919.

Plan: DP1259032

Subdivision of Lot 1 in DP79509, Lot 1 & 2 in DP522410, Lot 19 in DP59816 and Lot 1 in DP84102 covered by Subdivision Certificate No. SC2020/8, dated 17-03-2020.

Executed by **WESTPAC BANKING CORPORATION, ACN 007 457 141**
Mortgagee VIDE AM508113

SIGNED SEALED AND DELIVERED for and on behalf of ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001 registration book 4298 no 322. By executing this instrument the attorney States that the attorney has received no notice of the revocation of the power of attorney.

Signature Tier Three Attorney
Name: TUNG TRAN

Witness Signature
Name: MELVIN SAMUEL
Level 3/26 Restwell St Bankstown NSW 2200

Authorised Delegate:.....

REGISTERED 23.4.2020

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Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	JSM:45287

Land Registry Document Identification

AU324453

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP100561	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100561

Other legal entity

Meeting Date

17/05/2024

Repealed by-law No.	
Details	Not applicable
Added by-law No.	
Details	Special By-Law Nos 6, 7 and 8
Amended by-law No.	
Details	Not applicable

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP100561
Signer Name	JEFFREY STEVEN MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	12/08/2024

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JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 100561

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 100561 was affixed on 12 August 2024 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(s): Kimberley Fazio.....

Authority: Strata Manager.....

THE OWNERS OF STRATA PLAN No 100561
Common Seal

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1 Definitions and interpretation

1.1 In these by-laws, unless a contrary intention appears:

(a) "Act" means the Strata Schemes Management Act 2015;

(b) "Air Conditioning System" means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.

(c) "building" means that part of the building as defined in the Act comprised in the Residential Stratum, the subject of these by-laws.

(d) "Carparking Area" means the area dedicated for vehicle parking in or on the common property on the Strata Plan.

(e) "Carparking Owner" means the owner(s) from time to time of any car space in the strata scheme.

(f) "Council" means Bayside Council and other applicable authorities.

(g) "Garbage Disposal Area" means the area dedicated for the storage of garbage on the common property on the Strata Plan.

(h) "lot" means a lot in the strata scheme.

(i) "Management Statement" means the Management Statement relating to the complex known as The Banks of which the strata scheme is a part of.

(j) "Manager" means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

(k) "Owners Corporation" means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.

(l) "Parcel" means all of the land contained in Certificate of Title Folio Identities 1/79509, 1/522410, 2/522410 and Auto-Consol 5131-168 (being Lot 19 in DP 59816 and Lot 1 in DP 84102).

(m) "Plant Room" means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.

(n) "Residential Stratum" means Lot 1 in the Stratum Plan, being Lot 1 in DP 1259032

(o) "Strata Plan" means the strata plan registered in respect of the building.

(p) "strata scheme" means the strata scheme as defined in the Act in respect of the Strata Plan.

(q) "Strata Committee" means the Strata Committee as defined in the Act.

(r) "Stratum Lot" means a lot in the Stratum Plan.

(s) "Stratum Plan" means the Deposited Plan registered at the Department of Lands subdividing the Parcel into stratum lots.

(t) "Vendor" means Combined Projects (Rockdale) Pty Ltd ACN 601 986 654.

1.2 In these by-laws, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of the by-laws;

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(b) words importing the singular include the plural and vice versa;
(c) words importing a gender include any gender;
(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
(f) a reference to any thing includes a part of that thing;
(g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that staute; and
(h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

1.3 The provisions of registered memorandum AG520000 are incorporated into these by-laws in full as though they form part of these by-laws.

2 Noise

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

3 Vehicles etc. on common property

3.1 An owner or occupier of a lot must not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended.

4 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of the common property by any person.

5 Damage to planter boxes etc on common property

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5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.

5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

6 Compensation for damage to common property

6.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.

6.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 6.1 by way of compensation.

6.3 Any amount payable by way of compensation in accordance with this by-law 6 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation.

7 Not to damage common property

7.1 Except as permitted by the Act, an owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.

7.2 An approval given by the Owners Corporation under by-law 7.1 cannot authorise any additions to the common property.

7.3 This by-law does not prevent an owner or person authorised by him from installing:
(a) any locking or other safety device for protection of his lot against intruders; or
(b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot; subject to the locking or safety device or other device as the case may be being installed in a workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

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7.4 Notwithstanding section 106 of the Act the owner of a lot must:
(a) maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and
(b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

8 Deposit rubbish etc. on common property

8.1 An owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

9 Notice of defects, breakages and accidents

9.1 An owner or occupier of a lot must promptly report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

9.2 An owner or occupier of a lot must, promptly after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.

10 Storage of Flammable Liquids

10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.

10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or

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internal combustion engine which is stored appropriately within the Carparking Area.

11 Appearance of Lot

11.1 An owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

11.2 An owner or occupier of a lot must not erect, install or apply any blinds, shutters, window treatments, security devices (including grills and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation. Unless otherwise approved by the Owners Corporation, all curtains must have a white backing (to the extent they are in front of the facade glazing).

12 Not Misuse Lifts

An owner or occupier of a lot must not misuse or permit to be misused any lift within or upon the common property and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

13 Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way and must obtain the Strata Committee's consent prior to obtaining any necessary council or other approvals required at law.

14 No Alteration to Internal Walls or Structural Features

An owner or occupier of a lot must not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval must not be unreasonably withheld.

15 Water Closets and Water Apparatuses

An owner or occupier of a lot must not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and must not deposit or throw

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any sweepings, rubbish, rags, napkins or any other similar article into that apparatus.

16 Maintenance of Air Conditioning, Ducting Etc

An owner or occupier must at its cost:
(a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System;
(b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;
(c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot;
(d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and
(e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

17 Installation of air-conditioning, ducting etc

The owner or occupier of the lot must not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation. The owner or occupier of a lot must not install any Air Conditioning System on a balcony of the lot if the Air Conditioning System would be visible from the public domain.

18 Vendor's Right to Sell

18.1 For such time as the Vendor remains an owner of a lot in the strata scheme, it shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.

18.2 The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:
(a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
(b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

19 Strata Committee may ensure security

The Strata Committee may take all reasonable steps to ensure the security of the Parcel and buildings from

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intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any part of the common property.

20 Keys

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:
(a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
(b) the Owners Corporation may at is discretion make additional numbers of the keys or devices available to owners on the payment of a reasonable charge as may be determined from time to time by the Strata Committee;
(c) the owner of a lot to whom any key or any operating system is given under this by-law must:
(1) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
(2) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
(d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise then by
returning it to the Owners Corporation.

21 Not Interfere with Security and Keep Fire Doors Locked

An owner or occupier of a lot must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

22 Not Interfere with Fire Fighting Equipment

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An owner or occupier of a lot must not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

23 Fire Protection Systems, Smoke Detectors Etc

23.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the Environmental Planning and Assessment Act 1979 in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.
23.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

24 Signage on Common Property

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme.

25 Movement of goods

25.1 An owner or occupier of a lot is permitted to use for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the Parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the Parcel in accordance with the rules determined by the Strata Committee.

25.2 An owner or occupier must provide reasonably sufficient notice to the owners corporation prior to the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity across the common property.

26 Invitees and licensees to comply with by-laws

26.1 An owner or occupier of a lot which is subject to a lease or licence agreement must take all reasonable

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steps

to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

26.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees comply with the provision of the by-laws and that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot any person lawfully using the common property.

27 Owners Corporation to Provide for Management of Lots, Common Property Etc and Appoint Manager

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:
(a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
(b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
(c) the supervision of any employees and/or contractors of the Owners Corporation;
(d) the control and supervision of the common property generally; and
(e) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

28 Strata Committee to make rules

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the Parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme and the times and manner in which any part of the common property may be used.

29 Building Rules

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from

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time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

30 Terms of Owners Corporation Consents and Approvals

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

31 No smoking

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property or allow smoke to emanate from the lot that disturbs the peaceful enjoyment of other owners and/or
occupiers.

32 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

33 Children Playing on Common Property in Building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

34 Drying of laundry items

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the Parcel (including the lot) in such a way as to be visible from outside the building.

35 Cleaning Windows and Doors

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An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless the Owners Corporation resolves that:

(a) it will keep the glass or specified part of the glass clean; or

(b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

36 Moving furniture and other objects on or through common property

36.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

36.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

36.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

37 Garbage Disposal

37.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the lot on a regular basis.

37.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.

37.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:

(a) permitted means and times for disposal;

(b) disposal routes;

(c) permitted pick-up areas (if any);

(d) location of garbage removal;

(e) storage of garbage;

(f) containment of garbage;

(g) regularity of garbage removal;

(h) segregation of garbage; and

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(i) special garbage requirements,

and may also incorporate or address other matter as determined by the Owners Corporation from time to time.

37.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Owners Corporation, to:

(a) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;

(b) clean the Garbage Disposal Area on at least a weekly basis; and

(c) conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.

37.5 An owner or occupier of a lot must:

(a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

(b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;

(c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;

(d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;

(e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 37.3.

37.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

37.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.

38 Keeping of animals

Standard By-Law 38 was repealed by the Owners Corporation on 24/05/2022

Keeping of Animals amended as follows:

Registration Date: 27/06/2022

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

1. The Keeping of Animals

The Owner or Occupier of a lot may keep:

a) goldfish or other similar fish in a fish tank or indoor aquarium;

b) canaries, budgerigars or similar birds kept indoors at all times;

c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the

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Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and

d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or

b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or

c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or

d) the animal repeatedly causes damage to the common property or another lot, or

e) the animal endangers the health of another occupant through infection or infestation, or

f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or

g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or

h) for a dog kept on a lot

i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or

ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or

iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

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a) another Apartment; or

b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness

An Owner or Occupier of a lot must:

a) ensure that their pet(s) are kept in a clean and hygienic condition;

b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;

c) keep any pet litter tray or box clean and odour free;

d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and

e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

a) A fee of $50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);

b) A fee of $100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and

c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.

7. The Keeping of Animals

The Owner or Occupier of a lot may keep:

e) goldfish or other similar fish in a fish tank or indoor aquarium;

f) canaries, budgerigars or similar birds kept indoors at all times;

g) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners

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Corporation; and

h) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

8. Informing the Owners Corporation

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

9. Unreasonable Interference

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

i) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or

j) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or

k) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or

l) the animal repeatedly causes damage to the common property or another lot, or

m) the animal endangers the health of another occupant through infection or infestation, or

n) the animal causes a persistent offensive odour that penetrates another lot or the common property, or

o) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or

p) for a dog kept on a lot

iv. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or

v. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or

vi. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

10. Controlling Animals

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

c) another Apartment; or

d) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes

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unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

11. Cleanliness

An Owner or Occupier of a lot must:

f) ensure that their pet(s) are kept in a clean and hygienic condition;

g) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;

h) keep any pet litter tray or box clean and odour free;

i) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and

j) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

12. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

d) A fee of $50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);

e) A fee of $100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and

f) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.

39 Provision of amenities or services

39.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunication services (for example, cable television).

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39.2 If the Owners Corporation makes a resolution referred to in by-law 39.1 to provide an amenity or service to a lot or to the owner of occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

40 Traffic on common property

40.1 The Strata Committee has the power to:
(a) impose a speed limit for traffic in common property;
(b) impose reasonable restrictions on the use of common property driveways and parking areas;
(c) install speed humps and other traffic control devices in common property; and
(d) install signs in relation to parking and to control traffic in common property.

40.2 An owner or occupier of a lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Strata Committee.

40.3 An owner or occupier of a lot must comply at all times with any carparking management plan implemented from time to time by the Strata Committee.

41 Access to a lot by the Owners Corporation

The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with section 122 of the Act.

42 Landscaping

The owners and occupiers must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot:
(a) are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;
(b) are regularly maintained and kept neat and tidy at all times;
(c) are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and
(d) do not hang or grow over the boundary of the lot.

43 Restrictions on use of lot

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43.1 An occupier or owner of a lot must not (and is not entitled to) use any lot as a brothel or massage parlour or any other use that is prohibited by law.

43.2 An owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

43.3 An owner or occupier of a lot must ensure that all items located on any balcony or external area are securely affixed or otherwise secured so as to limit moveability, in particular noting dangers applicable to balconies on higher levels due to wind and other weather events.

43.4 An owner or occupier must not permit any item to be thrown or otherwise released from a balcony, whether intentional or unintentional.

43.5 An owner or occupier must not use or permit to be used any balcony as:
(a) a clothes drying area; or
(b) an area for storage of household goods,
in such a way as to be visible from outside the building.

44 Restricted Areas of Common Property

Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter into the roof of the building or any Plant Room.

45 Right of Entry

An owner or occupier any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them ("Authorised Contractor"), together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their lot or to another lot or Common Property or the Carparking Area.

46 Lifts

46.1 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata

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scheme must use lifts contrary to this capacity.

46.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.

46.3 An owner or occupier of a lot must not misuse or permit to be misused any lift in the strata scheme and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

47 Insurance Premiums

47.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

47.2 If the Owners Corporation gives approval under this by-law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

48 Storage

48.1 An owner or occupier of a lot must not use any part of a lot designated for the use of storage to store any flammable substance nor for any purpose that creates a nuisance or harm.

48.2 An owner or occupier of a lot must maintain and keep in a state of good and serviceable repair any storage cage located on his or her lot.

49 Failure to Comply with By-Laws

49.1 The Owners Corporation may do anything on a lot that an owner or occupier should have done under the by- laws which an owner or occupier has not undertaken or in the opinion of the Owners Corporation has not been done properly.

49.2 The Owners Corporation must give the occupier or owner written notice specifying when it will enter into a lot to do the work. An owner or occupier must:

(a) give the Owners Corporation (or persons authorised by it) access to the lot according to the notice and at the owner or occupier's cost; and

(b) pay the Owners Corporation for its costs for doing the work.

49.3 The Owners Corporation may recover any money the owner or occupier owes the Owners Corporation under the by-laws as a debt, and this debt may be added to the owner's levy notice.

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50 Short Term Leasing

The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the Residential Tenancies Act 2010.

51 Service of documents

A document which is otherwise required to be served by the Owners Corporation or Strata Committee or any of their representatives may be served on an owner or occupier of a lot by electronic means provided that the person has given the Owners Corporation or Strata Committee an email address for the service of notices and the document is sent to that address.

52 Floor coverings

52.1 An owner of a lot must ensure that all floor space within the lot:
(a) is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot; and
(b) complies with the acoustic requirements set out in DA2016/241.

52.2 An owner or occupier of a lot must notify the Owners Corporation no less than 21 days before changing any of the floor coverings or surfaces of a lot. The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier to reduce or otherwise ensure that by- law 52.1 is complied with.

52.3 Notwithstanding 52.1(b), if an owner or occupier of a lot changes any of the floor coverings or surfaces of the lot, or otherwise removes an existing floor covering, it must ensure that any newly installed floor covering has a weighted standardised impact sound pressure level not greater than L'nT, w 45 measured in accordance with AS ISO 140.7 and AS ISO 717.2. A test report from a qualified acousticl engineer employed by a firm eligible to membership of the Association of Australian Acoustical Consultants must be submitted by the owner or occupier to the Owners Corporation within 14 days of the installation of the new floor covering demonstrating compliance with that standard. In the event that the standard is not complied with, the Owners Corporation may at the cost of the owner of that lot (or may require that the owner or occupier) remove the non-complying floor covering and replace it with a floor covering that conforms to that standard (in accordance with any directions given by the Owners Corporation).

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

52.5 An owner or occupier must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.

53 Lot owners jointly benefitted by easements or other rights

53.1 Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extend of the use and benefit between the lots cannot be determined from the Stratum Plan, and any instrument registered in conjunction with the Stratum Plan, then the Strata Committee appointed from time to time may make rules and regulations about the extent of the use and benefit between lot s and the owners and occupiers of lots must comply with those rules and regulations at all times.

53.2 The Strata Committee must seek to be as equitable as possible to all the lots referred to in by-law 53.1 having regard to all circumstances.

54 Management Statement

54.1 If there is an inconsistency with a by-law in the Strata Scheme and the Management Statement the Owners Corporation must amend the by-law to make it consistent with the Management Statement.

54.2 The Owners Corporation and owners or occupiers of lots in the Strata Plan must at all times comply with the Management Statement and a consent from the Owners Corporation or the Strata Committee does not relieve the obtaining of consent under the Management Statement if required.

54.3 The Strata Committee may appoint a Representative or Replacement Representative under the Management Statement from a member of the Strata Committee and terminate or appoint a new Representative or Replacement Representative at any time.

55 Rooftop terrace

55.1 The rooftop terrace included within the Strata Scheme is a shared facility for the use and enjoyment of owners and occupiers of the Strata Scheme only.

55.2 The costs of operation, maintenance, service and repair of the rooftop terrace are to be managed

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by the Strata Committee and recoverable as part of the administrative fund.

55.3 The Strata Committee may make rules pertaining to the use of the rooftop terrace including the permitted hours of use.

55.4 The rooftop terrace may only be accessed and used by owners or occupiers of the Strata Scheme.

55.5 The Owners Corporation and owners or occupiers of lots in the Strata Scheme must all times comply with, and only use or occupy the rooftop terrace in accordance with, any plan of management approved by Council from time to time.

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The Following are the Special By-laws registered with the scheme

Special by-law 1 Pre-Meeting & Electronic Voting

Registration Date: 06/07/2021

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

Special by-law 2 Fire Inspection Access &

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Administration Registration Date: 24/06/2021

Intention

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

a. Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation. 'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays. 'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

b. Rights & Responsibilities of the Owners Corporation

i. The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii. An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

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iii. The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

c. Rights and Responsibilities of Lot Owners

i. The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a. That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

b. The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

ii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (reinspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a. A fee of $50 for organisation of the 2nd inspection of a Lot;

b. A fee of $75 for organisation of the 3rd inspection of a Lot;

c. A fee of $100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in sub-clause iii).

iii. Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv. Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a. Smoke alarms;

b. Heat alarms/detectors;

c. Fire door closers;

d. Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).

v. Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant

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pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of $55 upon that Lot owner.

vi. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event theOwners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By

-law shall stand.

vii. In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

d. Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).

An owner of a lot must indemnify the Owners Corporation against any loss or damage the owners corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

Special by-law 3 Recovery of Stationery

Expenses Registration Date: 27/06/2022

Intention

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.

ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;

'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation

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'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other nonelectronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

Special By-law 4 Enforcement of By-Laws

Registration Date: 27/07/2023

Compliance with By-Laws
Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

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a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
b) The Owners Corporation may enforce a By-Law by legal means.
c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.
f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach
Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:
a) A fee of $50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
b) A fee of $100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.
Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan. 'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time. 'Strata Manager' means the Strata Managing Agent for the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined

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in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

Special by-law 5 Lot Owner Charges

Registration Date: 27/07/2023

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):

I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.

II. Administrative Fees imposed to arrange afterhours emergencies.

III. By-Law Breaches

IV. Fines for the late submission of the A.F.S.S.

V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).

VI. Security key and key fob/swipe Administration Fees

VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.

VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a

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Debt by way of a Levy charged to the Lot.

b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.

c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

e) All monies recovered by the Owners Corporation shall form part of the Fund to which the relevant contribution belongs.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

'Owner' means the Owner/s of the Lot.

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

Special By-law 6 Absolution of Maintenance – Lot Fixtures & Fittings

PART 1 - Introduction and Intent

a) This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by

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virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.

c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

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

a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

b) Lot means any lot in the strata plan

c) Owner means the owner of the Lot

d) Owners Corporation means the owners corporation created by the registration of strata plan 100561

e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan

f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

a) the singular includes plural and vice versa;

b) any gender includes the other genders;

c) any terms in the by-law will have the same meaning as those defined in the Act; and

d) references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are

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associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

a) All Cornices
b) All Skirting Boards
c) All Architraves and Internal Door Jams
d) Wall tiles wherever located, including kitchen, bathroom and laundries
e) Floor Tiles wherever located, including kitchen, bathroom and laundries
g) False Ceilings
h) Mezzanines, Stairs and Handrails
i) All paintwork and wall paper
j) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

a) All taps and internal pipe work
b) Shower screens
c) Bathtub, including internal floor waste and drainage pipes
d) Sinks and hand basins including internal drainage pipes,
e) Cabinets and mirrors
f) Toilet pan, including cistern and internal waste pipes
g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

a) All taps and internal pipe work
b) All internal waste and drainage pipes, including connection to the common stack
c) Bench tops
d) Sinks and insinkerators
e) Ovens, Stoves and Cook Tops
f) All lights, light fittings, exhaust fans and rangehood's that only service the lot,

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wherever located, including ducting and external ventilation points

3.4 Floor Coverings

a) All carpet within the lot
b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
c) All Floor boards, whether floating or fixed
d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

a) All tiles, pavers and decking
b) All stairs and handrails within the balcony or courtyard area
c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
d) All plants and grassed areas within the balcony or courtyard
e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
f) Fences that divide two lots
g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
b) All electrical sockets and wall plates
c) Electrical main and sub-main that services only one lot including fuses wherever located
d) Smoke Detectors that only service one lot
e) Alarm Systems that only service one lot
f) Individual Garage Door Motors
g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
i) Ceiling Fans
j) Electrical or Gas Hot Water Heaters and all associated equipment that only service

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one lot, wherever located.

k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
b) Automatic door closers
c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

Special By-law 7 Fire and Works by Owner

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms

a. An owner or occupier must not trigger a false fire alarm.

b. An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:

i. are in breach of, or which place the Owners Corporation's fire services in breach of any Law;

ii. reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or

iii. result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.

c. Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:

i. trigger a false fire alarm; or

ii. carry out any works to which clause 2.2 applies, and:

iii. must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those

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reasonable endeavours.

iv.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

a. if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and

b. if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its reasonable costs or damages flowing from that breach, including:

i. the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;

ii. the costs of engaging an engineer or consultant as referred to in clause 2.2;

iii. the costs of carrying out any work of the type described in clause 2.2.3;

iv. the Schedule B Costs in connection with clauses 3.2.1-3.2.3;

v. any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

a. A debt will, if not paid within a month of (**Interest Start Date**):

i. sending the invoice to the responsible person; or

ii. otherwise notifying the responsible person of the debt,

bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

b. The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

c. All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

a. ***common property*** means the common property for this strata scheme.

b. ***debt*** means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).

c. ***false fire alarm*** means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:

i. is required to attend the strata scheme; and

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ii. charges the Owners Corporation a fee for that attendance.

d. ***Law*** means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

e. ***Legislation*** means the *Strata Schemes Management Act* and all other related legislation.

f. ***lot*** means a lot in the strata scheme.

g. ***occupier*** means an occupier of a lot in the strata scheme.

h. ***owner*** means an owner of a lot in the strata scheme.

i. ***person responsible*** means, at the Owners Corporation's discretion:

i. the person who has breached any one or more of clauses 2.1-2.3; or

ii. an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.

j. ***Schedule B Costs*** means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

k. ***SSMA*** means the *Strata Schemes Management Act* 2015.

l. Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

m. If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

n. Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

Special By-law 8 Recovery of Tenant Related Costs

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers

a) Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:

i. The name of the Tenant;

ii. The address for service of the Tenant;

iii. The date of commencement of the lease; and

iv. The name of any letting agent acting for the owner in respect of that lease.

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b) In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:

i. An Australian mobile phone number for the Tenant; and

ii. An email address for the Tenant.

c) Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.

d) Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

a) if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.

b) if the breach is of clause 2.3 or 2.4, recover from the person responsible its reasonable costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

a) A debt will, if not paid within a month of (**Interest Start Date**):

i. sending the invoice to the responsible person; or

ii. otherwise notifying the responsible person of the debt,

bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

b) The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

c) All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

a) ***common property*** means the common property for this strata scheme.

b) ***debt*** means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).

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c) ***false fire alarm*** means setting off a fire alarm (including a false fire alarm).

d) ***Law*** means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

e) ***lot*** means a lot in the strata scheme.

f) ***Tenant*** means a person who is a tenant or sub-tenant at a lot.

g) ***owner*** means an owner of a lot in the strata scheme.

h) ***person responsible*** means, at the Owners Corporation's discretion:

   i. the person who has breached any one or more of clauses 2.1-2.4; or

   ii. an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.

i) ***Schedule B Costs*** means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

j) ***SSMA*** means the *Strata Schemes Management Act* 2015.

k) Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

l) If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

m) Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

The seal of The Owners - Strata Plan No. 100561 was affixed on 12 August 2024 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(s): Kimberley Fazio.....

Authority: Strata Manager.....

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property
CP/SP100561

(B) **LODGED BY**

Document Collection Box	Name J S Mueller & Co Company (IF APPLICABLE) Address Level 1, 240 Princes Highway Arncliffe NSW 2205 E-mail jsmreception@muellers.com.au Contact Number (02) 9562 1266 Customer Account Number (IF APPLICABLE) Reference JSM:45287	CODE CH

(C) The Owner-Strata Plan No. 100561 certify that a special resolution was passed on 17/5/2024

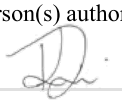
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law Nos 6, 7 and 8
Amended by-law No. NOT APPLICABLE
as fully set out below :

See Annexure A hereto

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .

(G) The seal of The Owners-Strata Plan No. 100561 was affixed on 12 August 2024 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 :  Electronic signature of me Kimberley Fazio Affixed at my direction on 12/08/24 at 10:50am

Name : Kimberley Fazio

Authority : Strata Manager

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

Bayside Council
Serving Our Community

26 September 2025

Our Ref: Certificate No. 85331
Contact: Customer Service 1300 581 299

C & L Solicitors
PO BOX K888
HAYMARKET NSW 1240

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:
C & L Solicitors
PO BOX K888
HAYMARKET NSW 1240

Council: Bayside
County: Cumberland
Parish: St George

Fee: 71.00
Receipt No: 5975802
Receipt Date: 26 September 2025
Your Ref: 8640-25:106157

PROPERTY: 804/2 CHAPEL STREET, ROCKDALE NSW 2216

Lot 97 SP 100561

FI-097

Assessment No: 90674

Date: 26 September 2025

For
Meredith Wallace
General Manager

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Notes: (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and development control plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Bayside Local Environmental Plan 2021

State Environmental Planning Policy	(Exempt and Complying Development Codes) 2008
State Environmental Planning Policy	(Housing) 2021
State Environmental Planning Policy	(Biodiversity and Conservation) 2021
State Environmental Planning Policy	(Resilience and Hazards) 2021
State Environmental Planning Policy	(Transport and Infrastructure) 2021
State Environmental Planning Policy	(Industry and Employment) 2021
State Environmental Planning Policy	(Resources and Energy) 2021
State Environmental Planning Policy	(Primary Production) 2021
State Environmental Planning Policy	(Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy	(Planning Systems) 2021
State Environmental Planning Policy	(Sustainable Buildings) 2022

Bayside Development Control Plan 2022

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

State Environmental Planning Policy	(Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023
State Environmental Planning Policy	Explanation of Intended Effect Amendments to the: State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for outdoor dining on private land and at registered clubs; and Standard Instrument – Principal Local Environmental Plan 2006 to include a new floor space bonus clause for new developments to include music venues

Explanation of Intended Effect Changes to Deter Illegal Tree and Vegetation Clearing

Explanation of Intended Effect: Improving Planning Processes to Deliver Infrastructure Faster

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms, which propose changes to:

- *State Environmental Planning Policy (Transport and Infrastructure) 2021* (T&I SEPP); and
- *State Environmental Planning Policy (Planning Systems) 2021* (Planning Systems SEPP).

Proposed changes to the T&I SEPP
Changes are proposed to the following sections of the T&I SEPP:

Educational establishments; Health services facilities; National Parks and Wildlife Service Land; Electricity generating works and solar energy; Greater Sydney Parklands; Emergency services facilities; Water treatment facilities; Water storage facilities; Infrastructure in coastal areas; Demolition of buildings; Temporary structures on parks and other public reserves; Electric vehicle charging units; Research and monitoring stations; Three ports planning controls; Moorebank Freight Intermodal Precinct; Australian Botanic Gardens – Mount Annan; Other changes, including a proposed restructure of the SEPP.

The proposed changes aim to:

- make it easier to deliver infrastructure at the right time, including speeding up projects that benefit the community, create jobs and support economic growth;
- do so in a way that protects residential amenity, the environment and heritage items from any impacts of this deliver;
- help ensure a consistent approach between different infrastructure activities with similar characteristics and impacts; and
- improve the usability of the SEPP.

Proposed changes to the Planning Systems SEPP
A proposed amendment to the Planning Systems SEPP alters the planning approval pathways for Water Treatment Facilities. The proposed change seeks to deliver essential infrastructure more efficiently while maintaining an appropriate level of environmental assessment.

DPHI is exhibiting this EIE in line with its Community Participation Plan, which aims to involve more people in decisions about the NSW planning system.

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here: https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster

Public exhibition concluded on **Tuesday 16 April 2024**.

Explanation of Intended Effect: Complying Development for Farm Buildings, Rural Sheds and Earthworks

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for changes to the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. The changes include allowing some Complying Development Codes to apply to land identified as Acid Sulfate Soils Class 2 if a suitably qualified expert certifies that an Acid Sulfate Soils Management Plan is not required. This change would affect several Complying Development Codes that presently apply within Bayside, including the:

- Housing Code,
- Low Rise Housing Diversity Code, and
- Industrial and Business Buildings Code

Further changes are proposed, but these are not expected to apply to any land in the Bayside LGA.

For more information and to provide feedback to DPHI, please access the consultation website on the NSW Planning Portal here:
https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks

Public exhibition concluded on Friday **14 June 2024**.

Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP).

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms to various Environmental Planning Instruments (EPIs) for the following purposes:

Current planning pathways

- Expand the non-refusal standards for different types of entertainment
- Develop new model conditions of consent for entertainment

Events

- Increase development standards for temporary structures used at community events
- Support events at major precincts by enabling more events across new and existing sites
- Support Vivid Sydney with exempt development standards for the temporary light and sound structures
- Allow temporary extended trading hours for unlicensed businesses during special events
- Support events in town halls

Outdoor dining and food trucks

- Investigate providing outdoor music and outdoor dining patron increases using exempt development
- Extend exempt development pathways to make outdoor dining easier at farm gate premises

- Improve provisions for food trucks in residential and conservation zones, and investigate measures for food businesses using shipping containers

Changes to the Business and Industrial Codes in the Codes SEPP

- Allow a change of use in the SP4 enterprise zone
- Development standards to retrofit bike rails and bike lockers in existing buildings

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here: https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-cultural-state-environmental-planning-policy-sepp

Public exhibition concluded on **Friday 7 February 2025**.

No draft Development Control Plan applies to the land.

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—
***proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.**

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(a) the identity of the zone, whether by reference to—
(i) a name, such as "Residential Zone" or "Heritage Area", or
(ii) a number, such as "Zone No 2 (a)",

(b) the purposes for which development in the zone—
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

The following zone or zones apply under the environmental planning instrument or draft environmental planning instrument referred to in section 1(1):

Zone MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.

- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure built from and land uses are commensurate with the level of accessibility, to and from the zone, by public transport, walking and cycling.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

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

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Jetties; Marinas; Moorings; Mooring Pens; Open cut mining; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

Zone SP2 Infrastructure

1 Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

4 Prohibited

Any development not specified in item 2 or 3

(c) whether additional permitted uses apply to the land,

No additional permitted uses apply to the land.

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No development standards apply to the land that fixes minimum land dimensions for the erection of a dwelling house.

Note: The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land **is not** in an area of outstanding biodiversity value.

(f) whether the land is in a conservation area, however described,

The land **is not** in a conservation area.

(g) whether an item of environmental heritage, however described, is located on the land.

There is **no such item** situated on the land.

3 Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Rockdale Section 94A Development Contributions Plan 2008
Rockdale Section 94 Contributions Plan 2004

Note: If land is within the former Rockdale City Local Government Area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all Development Applications and applications for Complying Development Certificates made prior to 1 June 2004.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

(a) the name of the region, and
(b) the name of the Ministerial planning order in which the region is identified.

The land is within the Greater Sydney region. The *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024* applies to this land.

(3) If the land is in a special contributions area to which a continued 7.23

determination applies, the name of the area.

(4) In this section—

***continued 7.23 determination* means a 7.23 determination that—**

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

The land is not within a special contributions area to which a continued 7.23 determination applies.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

Inland Code
Complying development **may be** carried out on the land under the above code.

Low Rise Housing Diversity Code
Complying development **may be** carried out on the land under the above code.

Pattern Book Development Code
Complying development **may be** carried out on the land under the above code.

Rural Housing Code
Complying development **may be** carried out on the land under the above code.

Greenfield Housing Code
Complying development **may be** carried out on the land under the above code.

Industrial and Business Buildings Code
Complying development **may be** carried out on the land under the above code.
Housing Alterations Code

Complying development **may be** carried out on the land under the above code.

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

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

Container Recycling Facilities Code
Complying development **may be** carried out on the land under the above code.

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

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

Fire Safety Code
Complying development **may be** carried out on the land under the above code.

Notes:
(1) If a reference is made to "part of the land", Complying Development **may be** carried out on the portion of the land not subject to such a restriction.
(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5 Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
- **(a) a restriction applies to the land, but it may not apply to all of the land, and**
- **(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.**

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code
Exempt development **may be** carried out on the land under the above code.

Advertising and Signage Exempt Development Code
Exempt development **may be** carried out on the land under the above code.
Temporary Uses and Structures Exempt Development Code
Exempt development **may be** carried out on the land under the above code.

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land, or

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section—

***affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.**

***building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.**

Council **is not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land **is not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

(a) the *Roads Act 1993*, Part 3, Division 2, or

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993.*

(b) An environmental planning instrument, or

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

(c) A resolution of the council

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

9 Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to

flood related development controls.

No – The land or part of the land either:

- **is not** within the flood planning area and **is not** subject to flood related development controls, or
- **is** within the flood planning area but **is not** subject to flood related development controls.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No – The land or part of the land either:

- **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls, or
- **is** between the flood planning area and the probable maximum flood but **is not** subject to flood related development controls.

Note:
(1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.
(2) Council is not in a position to identify whether the information provided under section 9 relates to a current or future hazard as defined in Planning Circular PS 14-003.

(3) In this section—
***flood planning area* has the same meaning as in the Flood Risk Management Manual.**

***Flood Risk Management Manual* means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.**

***probable maximum flood* has the same meaning as in the *Flood Risk Management Manual*.**

10 Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—
***adopted policy* means a policy adopted—**
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Contaminated Land Policy
Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Clause 6.1 of the Bayside Local Environmental Plan 2021 - Acid Sulfate Soils

Bayside Development Control Plan 2022 – provisions of Section 3.11 - Contamination

11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

The land **is not** bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land **is not** so listed.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017.*

The land **is not** so proclaimed.

14 Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that –
- **(a) applies to the land, or**
- **(b) is proposed to be subject to a ballot.**

(2) The date of a subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

The land **is not** so affected.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The land **is not** land to which a property vegetation plan applies.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship

agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note— Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016, Part 5*.

The land **is not** subject to any such agreement.

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

The land **is not** biodiversity certified land.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

The land **is not** subject to such an order.

19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) **If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.**

(2) **In this section—**
***existing coastal protection works* has the same meaning as in the *Local Government Act 1993*, section 553B.**

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The land **is not** subject to annual charges.

20 Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) **in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or**
(b) **shown on the Lighting Intensity and Wind Shear Map, or**
(c) **shown on the Obstacle Limitation Surface Map, or**
(d) **in the "public safety area" on the Public Safety Area Map, or**

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

The land **is not** subject to the *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4.

21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

The land **is not** subject to any such statement.

22 Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

The land **is not** subject to any such certificate.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

The land **is not** subject to any such statement.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

The land **is not** subject to any such statement.

(4) In this section—
former site compatibility certificate* means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009.

23 Water or sewerage services

If water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to the approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or

sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Council has not been advised of any water or sewerage services that are, or are to be provided to the land under the *Water Industry Competition Act 2006*. Property purchasers are directed to check the IPART website for further information: *https://www.ipart.nsw.gov.au/Home/About-IPART/Governing-Legislation/Water-Industry-Competition-Act-2006*

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993,* section 202B.

The land or part of the land is **not** in a special entertainment precinct.

Section 59(2) Contaminated Land Management Act 1997

Note: The following matters are prescribed by section 59 (2) of *the Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued;

Not applicable

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued;

Not applicable

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued;

Not applicable

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and

Not applicable

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

The land **is subject to** a site audit statement.

[End of information under section 10.7 (2)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Bayside Local Environmental Plan 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1800 581 299.

LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the $178 fee. The Council cannot issue advice under section 10.7 (5) separately.

A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.

B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.

C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.

D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)

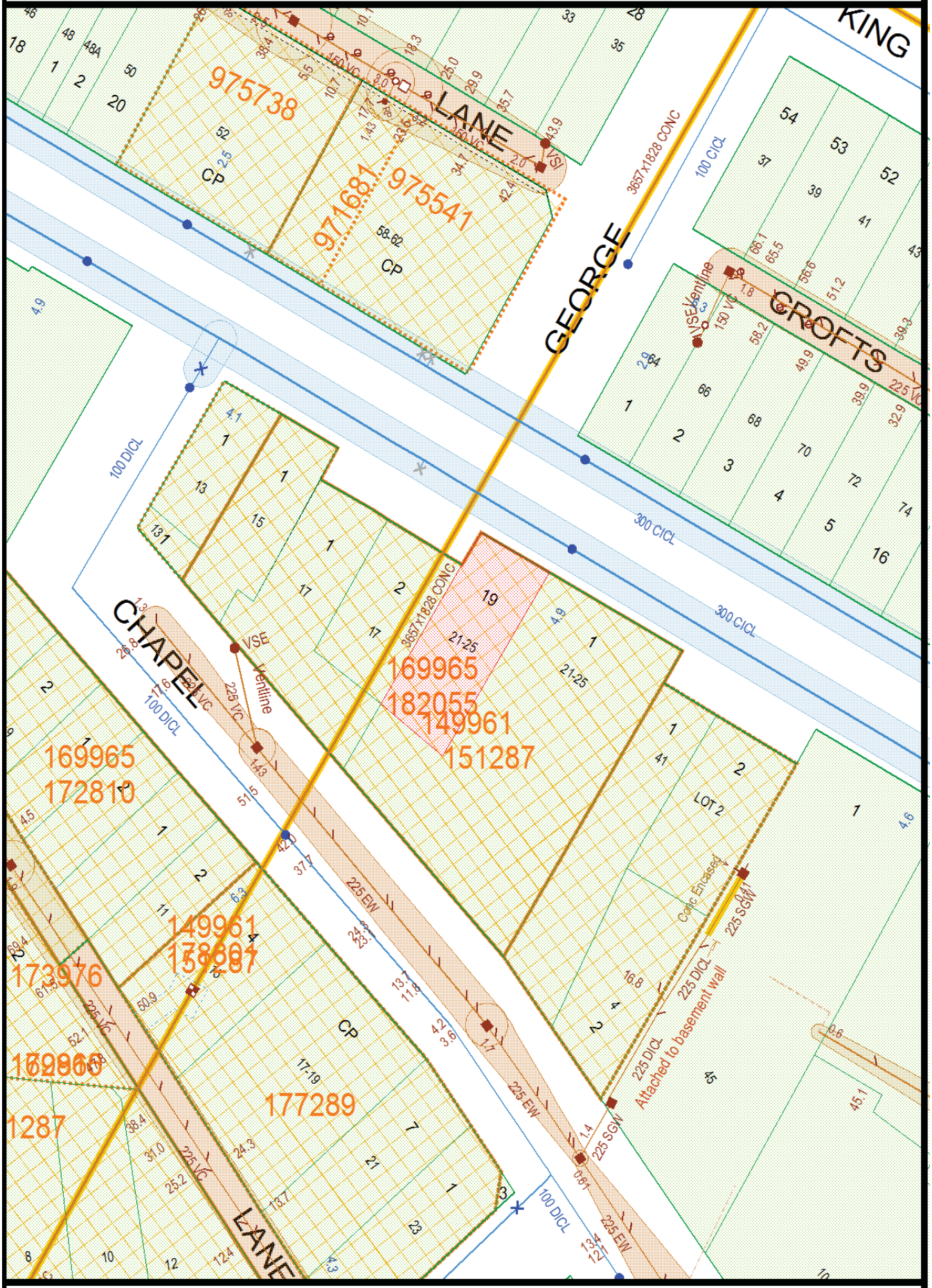
E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land

F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development

G Restrictions of the use of groundwater contained within the Botany Sands Aquifer

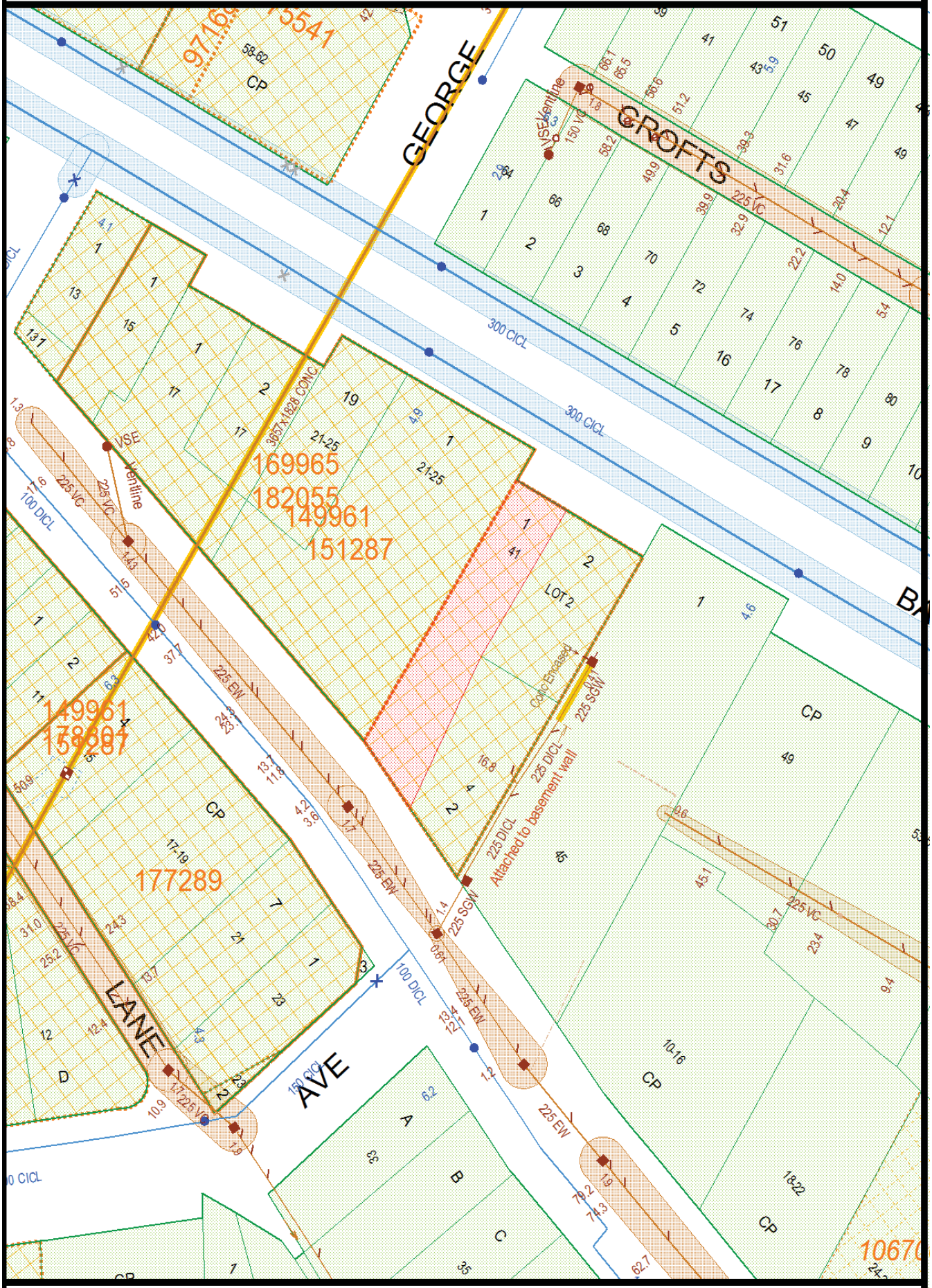
H Other policies that may be applicable to the land

Application No. 10331638 Created on Dec 12, 2019 3:41:05 PM



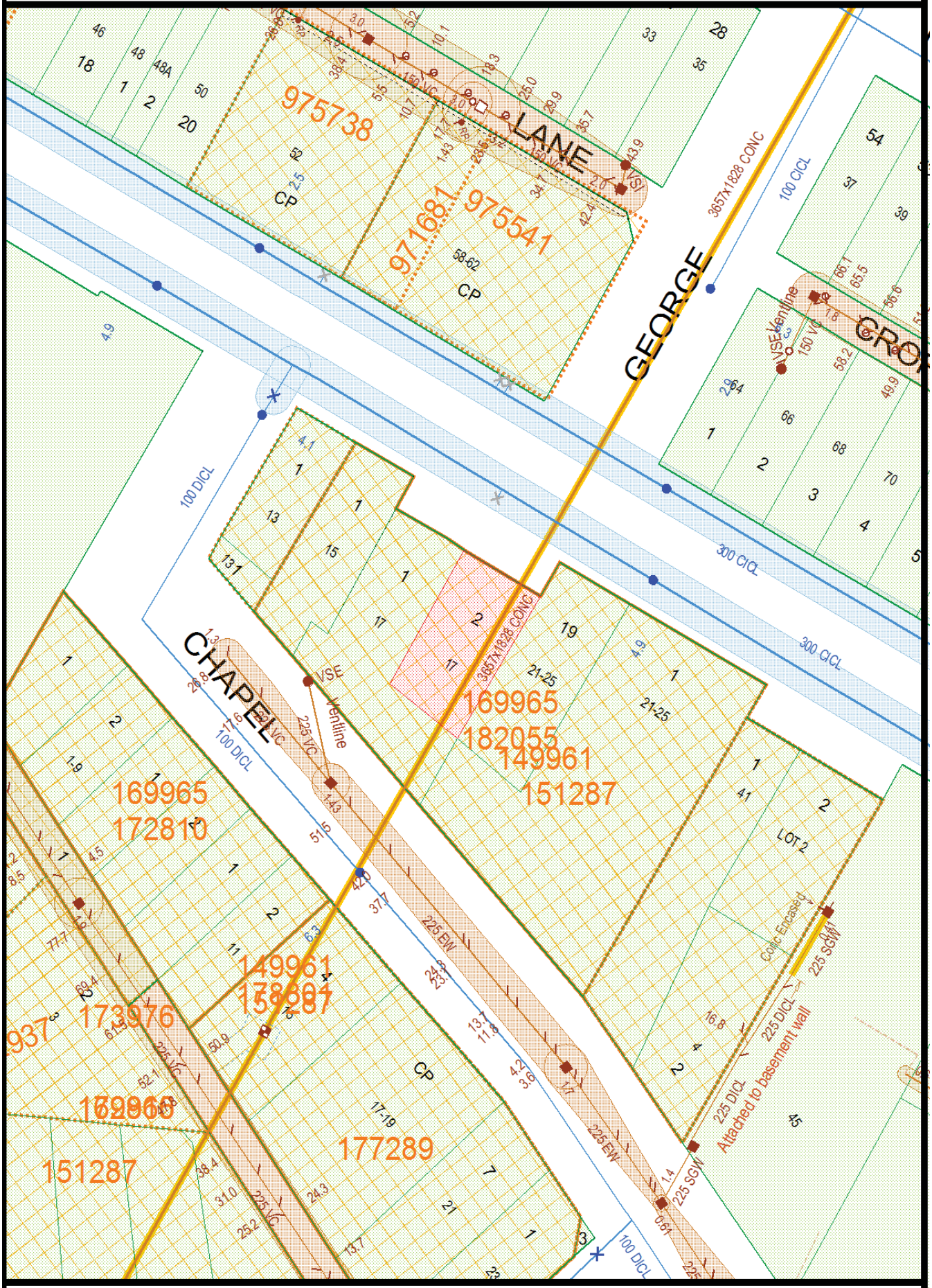
NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 10331635 Created on Dec 13, 2019 9:43:10 AM



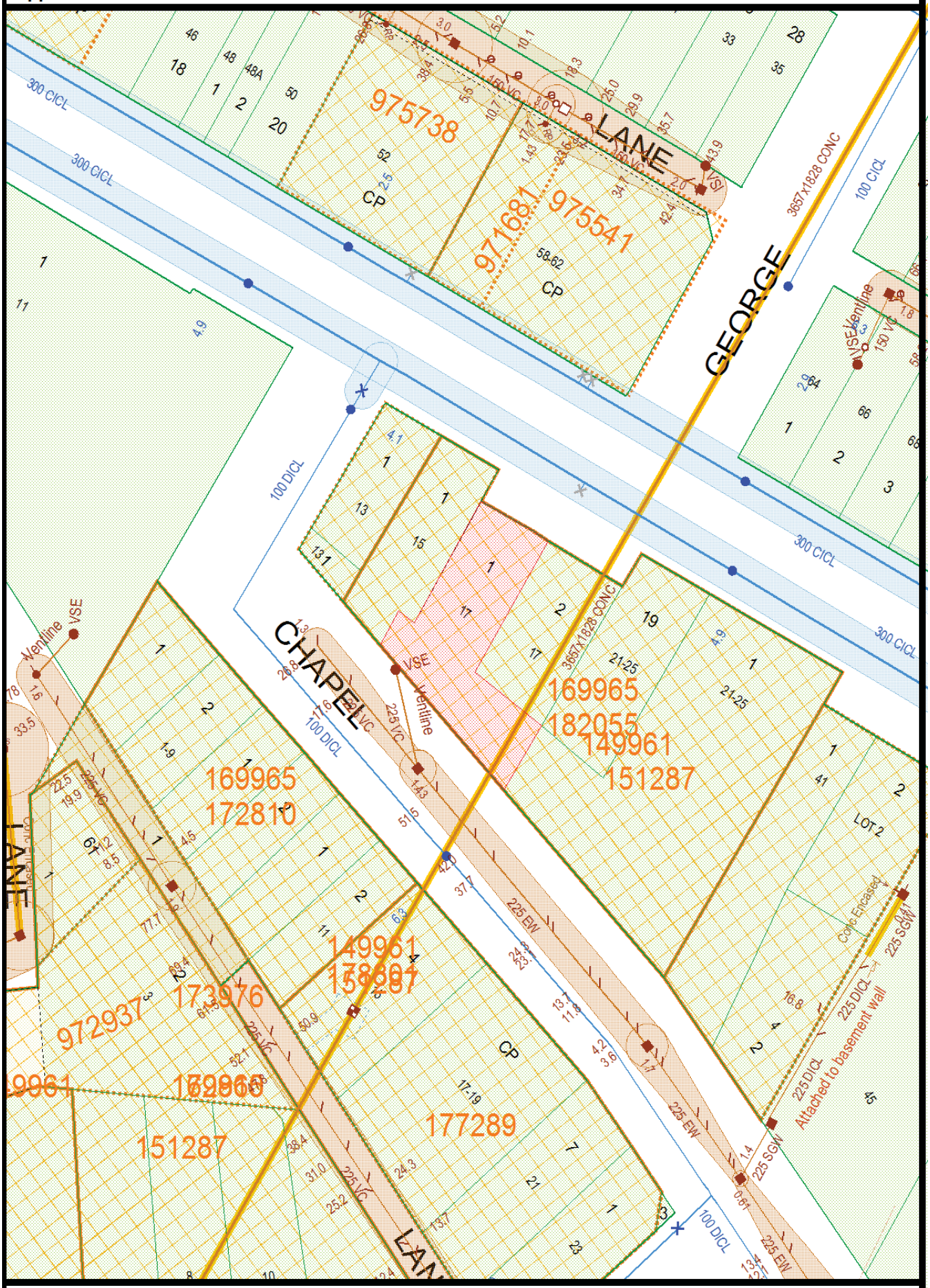
NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 10331637 Created on Dec 12, 2019 3:40:46 PM



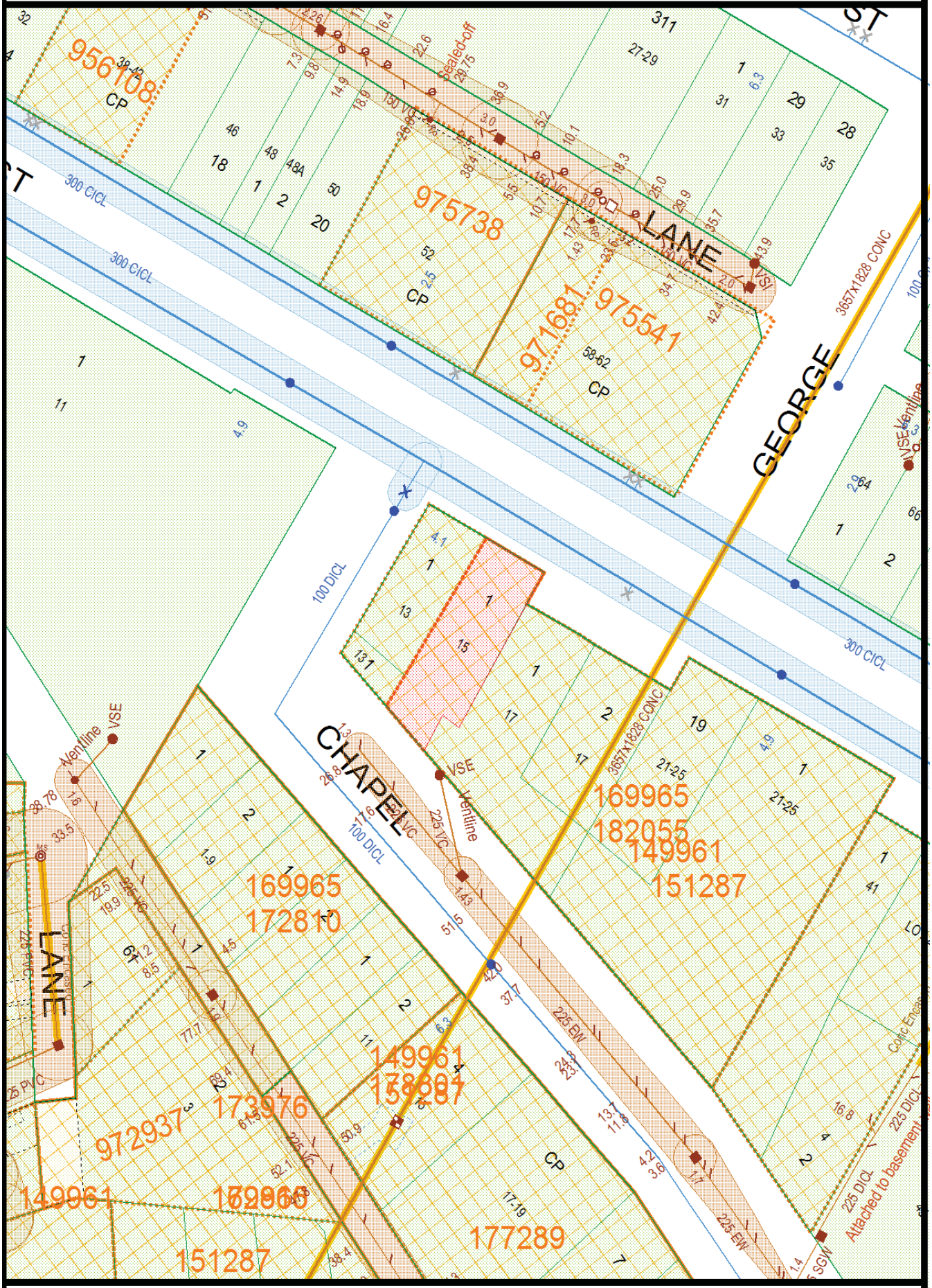
NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 10331639 Created on Dec 12, 2019 3:40:55 PM



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.

Application No. 10331636 Created on Dec 12, 2019 3:40:36 PM



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.

ACS Realty Service
Suite 503 , 580 George St,
Sydney, NSW 2000

P: 0297631126
E: info@acsrealty.com.au
ABN: 83 618 337 198

Residential Tenancy Agreement

for

804/2 Chapel Street, Rockdale NSW 2216

This agreement is between **Chi Chung Wong** and **Eddy Milad**.

Standard form from 28 September 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the ***Agreement***).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON Fri 29/12/2023 **AT** 13:07

BETWEEN

Landlord Name: Chi Chung Wong

Landlord telephone number or other contact details: 0478 490 888

~~**If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:**~~ -

Note: *These details* ***must*** *be provided for landlord(s), whether or not there is a landlord's agent*

Address for service of notices (can be an agent's address):

Suite 503 , 580 George St

Suburb:	State:	Postcode:
Sydney	NSW	2000

Note: *The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent*

Tenant Name (1):	**Tenant Name** (2):
Eddy Milad	
Tenant Name (3):	Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:	State:	Postcode:

Contact details:

Eddy Milad: *0404 802 122, ed.acnlimo@gmail.com*

Landlord's agent details: [If applicable]

Agent name:

ACS Realty Service

Address for service of notices (can be an agent's address):

Suite 503 , 580 George St,

Suburb:	State:	Postcode:
Sydney	NSW	2000

Contact details: [*This must include a telephone number*]:

Tel: 0297631126 , Email: info@acsrealty.com.au ,

~~**Tenant's agent details:** [If applicable]~~

~~Agent name:~~

-

~~Address for service of notices (can be an agent's address):~~

-

~~Suburb:~~	~~State:~~	~~Postcode:~~
-	-	-

~~Contact details:~~

-

Term of agreement

The term of this agreement is –

☑ 6 months	☐ 12 months	☐ 2 years	☐ 3 years
☐ 5 years	☐ Other (please specify)		☐ Periodic (no end date)

starting on Sat 27/01/2024 and ending on Fri 26/07/2024 [*Cross out if not applicable*]

Note: *For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900*

Residential premises

The residential premises are [*Insert address*]:

804/2 Chapel Street, Rockdale NSW 2216

The residential premises include:

1 car space

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is $ 780.00 per week payable in advance starting on Sat 27/01/2024

Note: *Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.*

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 062-010

account number: 1124 7616

account name: ACS Rental Trust

payment reference: 100899 , or

(b) to _____ at _____ by cash, or

(c) as follows: _____

Note: *The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.*

~~RENTAL BOND~~ ~~[Cross out if there is not going to be a bond]:~~

~~A rental bond of $~~ _____ ~~must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.~~

~~The tenant provided the rental bond amount to:~~

- ☐ ~~the landlord or another person, or~~
- ☐ ~~the landlord's agent, or~~
- ☑ ~~NSW Fair Trading through Rental Bond Online.~~

~~Note:~~ *~~All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.~~*

IMPORTANT INFORMATION

Maximum number of occupants

No more than 4 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Flood Damage:	Name: NA	Tel: NA
Handyman Builder:	Name: Denny	Tel: 0402 630 498
Plumbing & Gas:	Name: Denny	Tel: 0402 630 498
Electrical:	Name: Denny	Tel: 0402 630 498

Water usage

Will the tenant be required to pay separately for water usage? ☑ Yes ☐ No
If yes, see clauses 12 and 13.

Utilities

Is ***electricity*** supplied to the premises from an embedded network? ☐ Yes ☑ No

Is ***gas*** supplied to the premises from an embedded network? ☐ Yes ☑ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarms

☑ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☑ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced: 9V

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?~~ ☐ ~~Yes~~ ☐ ~~No~~

~~If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:~~ -

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☑ Yes ☐ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises ☑ Yes ☐ No
If yes, see clauses 38 and 39.

Giving notices and other documents electronically [*Cross out if not applicable*]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. *You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.*

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☑ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

☑ Yes | Shirley Yuan: pm@acsrealty.com.au

☐ No

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Tenant consents to electronic service of notices ☑ YES ☐ NO

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Eddy Milad	ed.acnlimo@gmail.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The Landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under ***'Residential premises'***.

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
   - **2.1** a copy of this agreement before of when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
   - **2.2** a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
   - **3.1** to pay rent on time, and
   - **3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - **3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date

4. **The landlord agrees:**
   - **4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
   - **4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
   - **4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
   - **4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if thetenant has not vacated the residential premises, and
   - **4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
   - **4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
   - **4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
   - **4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. *The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

   Note. *Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7. **The landlord and the tenant agree:**
   - **7.1** that the increased rent is payable from the day specified in the notice, and
   - **7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
   - **7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
   - **8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
   - **8.2** cease to be lawfully usable as a residence, or
   - **8.3** are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
    - **10.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
    - **10.2** the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
    - **10.3** all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

      Note 1. *Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*

      Note 2. *Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

    - **10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
    - **10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
    - **10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
    - **10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
    - **10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
    - **10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. **The tenant agrees** to pay:
    - **11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
    - **11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

      Note. *Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

    - **11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
    - **11.4** all charges for pumping out a septic system used for the residential premises, and
    - **11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
    - **11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
      - **11.6.1** are separately metered, or
      - **11.6.2** are not connected to a water supply service and water is delivered by vehicle.

Note. Separately Metered *is defined in section 3 of the Residential Tenancies Act 2010.*

12. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
    - **12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
    - **12.2** the landlord gives the tenant at least 21 days to pay the charges, and
    - **12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority,
    - **12.4** the residential premises have the following water efficiency measures:
        - **12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
        - **12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
        - **12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
        - **12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. **The landlord agrees:**
    - **14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
    - **14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. **The landlord agrees:**
    - **15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
    - **15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
    - **15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. **The tenant agrees:**
    - **16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
    - **16.2** not to cause or permit a nuisance, and
    - **16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
    - **16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
    - **16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. **The tenant agrees:**
    - **17.1** to keep the residential premises reasonably clean, and
    - **17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
    - **17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
    - **17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

18. **The tenant agrees,** when this agreement ends

and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. *Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

a) are structurally sound, and

b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

c) have adequate ventilation, and

d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. *Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:*

a) are in a reasonable state of repair, and

b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and

c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and

d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or

omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. *The type of repairs that are* ***urgent repairs*** *are defined in the Residential Tenancies Act 2010 and are defined as follows:*

a) a burst water service,

b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

c) a blocked or broken lavatory system,

d) a serious roof leak

e) a gas leak,

f) a dangerous electrical fault,

g) flooding or serious flood damage,

h) serious storm or fire damage,

i) a failure or breakdown of the gas, electricity orwater supply to the premises,

j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at

least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. *See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is* ***'published'****.*

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing

the fixture or compensate the landlord for the reasonable cost of repair.

31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. *The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. **The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING

35. **The landlord and tenant agree** that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: *Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the

tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out clauses if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.

39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[*Cross out clauses if no rental bond is payable*]

~~**41.** **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:~~

~~**41.1** details of the amount claimed, and~~

~~**41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and~~

~~**41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement~~

SMOKE ALARMS

42. **The landlord agrees** to:

42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. *Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.*

Note 2. *Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

Note 3. *A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.*

Note 4. *Section 64A of the Act provides that a smoke alarm includes a heat alarm.*

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. *Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. *The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.*

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

~~**45.** The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

~~**46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:~~

~~**46.1** the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

~~***Note.*** *A swimming pool certificate of compliance is valid for 3 years from its date of issue.*~~

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire

safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. *Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. *Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years*

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

a) *both the landlord and the tenant agree to the terms, and*

b) *they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and*

c) *they do not conflict with the standard terms of this agreement.*

*Any additional terms are not required by law and are **negotiable**.]*

ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

~~**53.** **The landlord agrees** that the tenant may keep the following animal on the residential premises *[specify the breed, size etc]*:~~

-

~~**54.** **The tenant agrees:**~~

~~**54.1** to supervise and keep the animal within the premises, and~~

~~**54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~

~~**54.3** to ensure that the animal is registered and micro-chipped if required under law, and~~

~~**54.4** to comply with any council requirements.~~

~~**55.** **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy~~

Insert any other agreed additional terms here. Attach a separate page if necessary.

SPECIAL CONDITIONS

1. No glues, nails, picture hooks or holes are to be drilled or placed in the walls (external & internal), tiles, ceilings or cupboards without written consent from the Landlord. If done without consent, the tenant must repair the damage caused by removing the above items.

2. Carpets must be vacuumed regularly and spot cleaned when necessary especially in heavy traffic areas.

3. Floors must be protected from undue scratching by placing felt or similar on bottom of furniture.

4. The filters in the exhaust fan above the stove must be kept clean or replaced if beyond cleaning.

5. All manuals for stoves, dishwashers, dryer etc. must be kept in good order and left at the property on vacating.

6. Balconies & courtyard gardens are to be sweep and wash down regularly and keep rubbish free.

7. The connection of gas, electricity, telephone and internet will be done by tenants and will have to be disconnected by tenants when vacating the premise.

8. The cost of replacing any keys due to loss or damage will be borne by the tenant.

9. Any damage to common areas or premise whilst moving furniture in or out is strictly the responsibility of the tenant and the cost to repair, mend or make good will be borne by the tenant.

10. All maintenance matters must be reported in writing and or either posted or emailed to the landlord/agent.

11. All boxes must be flattened and put in recycling bins provided. All household rubbish must be discarded in suitable garbage bags and placed in bins.

12. The tenants understand that if they fall 14 days in arrears, they will be served with a notice to vacate the premises.

14. The key must be returned to Landlord/agent when tenant leave the premise.

15. When vacating the property, rubbish is to be removed and property to be returned clean.

16. Tenant authorise landlord/agent to provide their name and contact numbers for access to the property to carry out maintenance and repairs.

17. Tenant authorise Landlord/agent to provide their name and contact numbers for valuations and agrees to provide access to valuers provided a minimum 48 hours' notice is given.

18. Tenant must allow agent to organise open inspection for new tenant since agent receive the vacating notice from tenant.

19. by confirming your email address and/or accepting this request, you consent to service any notice or documents required to be given or served in respect of the residential tenancy agreement you are party to, including but not limited to termination notices, notice of inspection and notice of rent increase by email.

Tenant Acknowledgement

1. *Eddy Milad viewed and acknowledged at Fri, 29/12/2023 13:38 from device: iOS 16.6.1 iPhone Mobile Safari 16.6*

RENTAL ARREARS PROCEDURE

At ACS Realty Service, we understand that at certain times there may be unforeseen circumstances that result in delayed rental payments. Although we will endeavor to accommodate any extraordinary situations resulting in late of rental payments, there is a strict arrears management procedure that will maintained. This is to ensure excellence in service to all our clients and to maintain thorough and effective management of the rent roll.

If you happen to fall into arrears or know that you will be unable to make a rental payment, you should contact the office immediately to discuss this with your Property Manager.

Please note that your rent MUST always be paid on time.

The following steps form our arrears management procedure

4 days in arrears - Email sent 'Arrears notice'

7 days in arrears - Email sent 'Second Arrears notice'

10 days in arrears - Phone call & SMS

14 days in arrears - Phone call, email and letter sent 'Notice of termination'

Tenants who have not remedied their rental arrears by the expiry date of the Termination Notice will be expected to have vacated the property by that same day. You will also be advised during this process that if a Termination Notice is issued, then your name and detail may be placed on the TRA (Trading Reference Australia) - a database that lists defaulting tenants. By signing this agreement, you agree and understand with our arrears policies and procedures.

Tenant Acknowledgement

1. *Eddy Milad viewed and acknowledged at Fri, 29/12/2023 13:39 from device: iOS 16.6.1 iPhone Mobile Safari 16.6*

NOTES

1. Definitions

In this agreement:

- ***landlord*** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- ***landlord's agent*** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- ***LFAI Register*** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- ***rental bond*** means money paid by the tenant as security to carry out this agreement.
- ***residential premises*** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- ***tenancy*** means the right to occupy residential premises under this agreement.
- ***tenant*** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. *Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

SIGNED BY THE LANDLORD/AGENT

AGENT : **Shirley Yuan** on behalf of **Chi Chung Wong** (Landlord)

Signed at Fri, 29/12/2023 13:06 , from device: Windows 10 Other Chrome 119.0.0

1. LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

AGENT : **Shirley Yuan** on behalf of **Chi Chung Wong** (Landlord)

Signed at Fri, 29/12/2023 13:06 , from device: Windows 10 Other Chrome 119.0.0

SIGNED BY TENANT(S)

Tenant : **Eddy Milad**

Signed at Fri, 29/12/2023 13:40 , from device: iOS 16.6.1 iPhone Mobile Safari 16.6

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Tenant : **Eddy Milad**

Signed at Fri, 29/12/2023 13:40 , from device: iOS 16.6.1 iPhone Mobile Safari 16.6

For information about your rights and obligations as a landlord or tenant, contact:

a. NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
b. Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
c. your local Tenants Advice and Advocacy Service at www.tenants.org.au

AUDIT TRAIL

Shirley Yuan (AGENT)

Fri, 29/12/2023 13:06 - Shirley Yuan stamped saved signature the Residential Tenancy Agreement
Fri, 29/12/2023 13:07 - Shirley Yuan submitted the Residential Tenancy Agreement

Eddy Milad (Tenant)

Fri, 29/12/2023 13:36 - Eddy Milad clicked 'start' button to view the Residential Tenancy Agreement *(iOS 16.6.1 iPhone Mobile Safari 16.6, IP: 49.179.56.138)*
Fri, 29/12/2023 13:40 - Eddy Milad stamped saved signature the Residential Tenancy Agreement *(iOS 16.6.1 iPhone Mobile Safari 16.6, IP: 49.179.56.138)*
Fri, 29/12/2023 13:40 - Eddy Milad submitted the Residential Tenancy Agreement *(iOS 16.6.1 iPhone Mobile Safari 16.6, IP: 49.179.56.138)*

AGREEMENT END