

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	AJ Duffy 1213 Botany Road, Mascot NSW 2020	Phone: +61 2 8339 4100 Fax: Ref: Guy Bezzina
co-agent vendor	Commonwealth Bank of Australia ACN 123 123 124 of Level 7, 5-7 Central Avenue, South Eveleigh NSW 2015 Exercising Power of Sale under Mortgage No AP439963 dated 02/08/2019	
vendor's solicitor	Dentons Australia 77 Castlereagh Street Sydney NSW 2000	Phone: +61 2 9035 7434 Fax: +61 2 9931 4888 Ref: Nicole Mills/37311067
date for completion	35 th day after the contract date (clause 15)	
land (address, plan details and title reference)	Unit 1101, 6 Bourke Street, Mascot NSW 2020 Registered Plan: Lot 155 Strata Plan 99367 Folio Identifier: 155/SP99367	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions purchaser	
purchaser's solicitor	Phone: Fax: Ref:
price	\$
deposit	\$
balance	\$
	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA _____

Electronic transaction (clause 30) no YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

PEXA has limited circumstances for a mortgagee sale settlement**Tax information (the parties promise this is correct as far as each party is aware)**

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

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Genesis Strata Management Pty Ltd
 POSTAL ADDRESS
 PO Box 20456
 World Square, NSW 2002
 Telephone: (02) 8011 1400
strata@genesistrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

These are Further Clauses Annexed to the Contract for Sale of Land between

Commonwealth Bank of Australia ACN 123 123 124

**(VENDOR)
(PURCHASER)**

33. AMENDMENTS TO PRINTED FORM

The printed form of contract attached is amended as follows.

- (a) **Page 2** - Unless the box specifying the requirement for an adjustment of land tax is marked "NO" it is deemed marked "YES".
- (b) **Clause 1** - replace the definition of "depositholder" with "vendor's solicitor".
- (c) **Clause 7.1** - The first line of clause 7.1 is replaced with "The vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims including claims for delay;"
- (d) **Clause 7.1.1** - delete "5%" of the price and substitute "\$1.00".
- (e) **Clause 7.1.3** - delete "14 days" and replace with "7 days".
- (f) **Clause 8.1.1** – delete ", on reasonable grounds,"
- (g) **Clause 8.1.3** – delete "14 days" and replace with "7 days".
- (h) **Clause 10.1** – amend by inserting "or delay completion" after "terminate".
- (i) **Clause 10.1.8** replace "substance" with existence and delete "or"
- (j) **Clause 10.1.9** replace "substance" with existence and replace "." with ";or" at the end of this clause;
- (k) **Clause 10.1.10** is included as follows "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.";
- (l) **Clause 10.2** – add "make a claim, objection, requisition, delay completion or" after "cannot";
- (m) **Clause 11.1** delete and substitute:

"The vendor is not required to comply with any *work orders* whether issued before or after the date of the contract and if the purchaser completes this contract, the purchaser must comply with any *work orders*.";
- (n) **Clauses 12.3** – delete and at the end of 12.2.2 delete "; and" and replace with ".".
- (o) **Clause 13** – delete.
- (p) **Clause 14.4** – delete and replace with

"The *parties* must adjust land tax for the year current at the *adjustment date* only if land tax has been paid or is payable for the year whether by the vendor or by a predecessor in title"
- (q) **Clause 16.5** - delete the words "plus another 20% of that fee".
- (r) **Clause 16.8** - delete "settlement" and substitute "bank".

- (s) **Clauses 16.11.1 and 16.11.3** amend by adding to each “or any other place reasonably nominated by the vendor’s solicitor”.
- (t) **Clause 16.12** - delete.
- (u) **Clause 20.6** - add the following.
 - “20.6.8 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed except where:
 - 20.6.8.1 the sender’s machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or
 - 20.6.8.2 the time of despatch is later than 5.00 pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00 am on the next business day at that place”.
- (v) **Clause 23.2** – delete the definition of “contribution” and replace with:
 - “ ‘contribution’ means a contribution to the administrative and sinking fund determined under section 81 and levied under section 83 of the *Strata Schemes Management Act 2015* (NSW) and any interest accrued and includes an amount payable under a by-law.”
- (w) **Clause 23.9.1** - delete.
- (x) **Clause 23.17** - delete.

34. **SUBMISSION OF SETTLEMENT FIGURES**

- 34.1 It is an essential term of this contract that the purchaser must submit settlement figures to the vendor at least 5 business days before the completion date.
- 34.2 The purchaser acknowledges that failure to comply with this clause may cause delay in completion of this contract. If completion is delayed because of the purchaser’s breach under this clause, the provisions of clause 43 will apply.

35. **DEATH, INSOLVENCY AND BANKRUPTCY**

- 35.1 Without affecting any other rights of either party, if the purchaser (or any of them) is a company and prior to completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller or controlling manager of it appointed, the purchaser will have defaulted in the observance of an essential term of this contract and the vendor may terminate this contract in accordance with clause 9.
- 35.2 If the purchaser (or any of them) is a natural person and prior to completion dies or becomes bankrupt, the vendor may rescind this contract.

36. **EXCLUSION OF PRE-CONTRACTUAL REPRESENTATIONS**

- 36.1 This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.
- 36.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this contract.

- 36.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:
- (a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
 - (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- 36.4 The purchaser acknowledges that the purchaser, when entering into this contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):
- (a) the inspection of and investigations relating to the property made by or on behalf of the purchaser;
 - (b) the warranties and representations expressly contained in the contract;
 - (c) the skill and judgement of the purchaser, its consultants and representatives;
 - (d) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

37. INSPECTIONS BY THE PURCHASER

- 37.1 The purchaser acknowledges that the vendor:
- (a) is the mortgagee exercising power of sale;
 - (b) has never occupied the property; and
 - (c) does not have any direct knowledge of the property.
- The purchaser has inspected the property, and if applicable, the common property and is satisfied regarding all defects both latent and patent.
- 37.2 The purchaser acknowledges that in entering into this contract, the purchaser:
- (a) does not rely on any representations, inducements or warranties made by the vendor or its agents or representatives, except those expressly set out in this contract;
 - (b) has relied entirely on the purchaser's enquiries relating to the property;
 - (c) accepts the property in its present state of repair or condition including, but not limited to, its suitability for the purposes of the purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property;
 - (d) accepts the property subject to the encumbrances disclosed in this contract, except for any encumbrances to be discharged on completion; and
 - (e) cannot require the vendor either before or after completion to:
 - (i) repair or replace any defect or damage to the property existing as at the date of this contract; and
 - (ii) comply with or pay for any costs arising from any *work order*, including any *work order* issued before the date of this contract.

- 37.3 (a) This clause applies only if the land is a lot in a strata, neighbourhood, precinct or community scheme.
- (b) The vendor has no direct knowledge of the affairs of the owners corporation, including but without limitation, all issues relating to the actual, contingent or expected expenses of the owners corporation.
- (c) The purchaser has inspected the books and records of the owners corporation and is aware of all matters disclosed in the records affecting the owners corporation. The purchaser is not entitled to make any objection, requisition or claim for compensation nor delay completion in relation to any matters affecting the scheme disclosed in the records of the owners' corporation.
- 37.4 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

38. **ACKNOWLEDGMENT OF NON-COMPLIANCE**

- 38.1 The improvements may not comply with all relevant legislation.
- 38.2 The purchaser accepts the property subject to the disclosures contained in this clause and must not make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed in this clause.

39. **SURVEY REPORT AND BUILDING CERTIFICATE**

- 39.1 The purchaser acknowledges that the vendor is not in possession of a survey report or building certificate under section 6.24 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Building Certificate**) and the purchaser must not request the vendor to supply a survey report or Building Certificate on or before completion.
- 39.2 Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a Building Certificate.
- 39.3 If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.

40. **FURNISHING, FITTINGS AND CONDITION OF PROPERTY**

- 40.1 The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personalty on the property. The purchaser must not require the vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personalty or rubbish on the property or in or on the improvements at the time of completion or which remain there after completion.
- 40.2 The purchaser acknowledges that the vendor will not prior to completion:
- (a) mow any lawns or remove any garden refuse and other rubbish from the property;

- (b) if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services;
- (c) provide any keys or remote control devices which may be missing for any lock/door/window on the property; and
- (d) clean and chemically balance the pool, if a pool is an improvement erected on the property.

41. MORTGAGEE EXERCISING POWER OF SALE

- 41.1 If any proceedings to set aside this contract or restrain completion of it are commenced in any court of competent jurisdiction or if any order is made setting aside this contract or restraining completion of it, the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply. The vendor's decision will be final and binding on the purchaser.
- 41.2 If the vendor as mortgagee exercising power of sale decides it is prevented from completing this contract by the completion date for any reason (and the vendor's decision will be final and binding on the purchaser), the vendor may by written notice to the purchaser rescind this contract and the provisions of clause 19 will apply.
- 41.3 Despite anything else contained in this contract, the purchaser agrees that if the vendor is restricted or prohibited through any means in giving title in accordance with this contract by the completion date, then the completion date may be extended at any time, including without limitation after the completion date (by the vendor giving written notice), to such period of time as the vendor may reasonably require in all of the circumstances to give title to the purchaser. However, if the vendor is not able to deliver title and effect completion within 4 months of the date of this contract, then either party may rescind this contract by notice in writing to the other and clause 19 will apply.
- 41.4 The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 41:
- (a) will not be a breach of this contract for the purposes of clause 19.2.3; and
 - (b) the purchaser waives any rights it may have to claim for damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to this clause 41.

42. COOLING-OFF PERIOD

- 42.1 The provisions of this clause apply if the property is residential property as defined in Division 8 of the *Conveyancing Act 1919* (NSW).
- 42.2 The purchaser agrees to exclude the cooling-off period granted to it pursuant to the *Conveyancing Act 1919* (NSW). Annexed is a certificate under section 66W of the *Conveyancing Act 1919* (NSW) from the purchaser's solicitor, barrister or licensed conveyancer certifying that the purchaser understands the effect of this clause.

43. ADDITIONAL PURCHASE PRICE

It is an essential term of this contract that the purchase price will increase by an amount equal to 8% of the unpaid purchase price divided by 365 days multiplied by the number of days between the date for completion up to and including actual completion. If actual completion is delayed because of the vendor's default, the purchase price will not increase for the period during which completion was delayed by the vendor. The increased amount must be paid by the purchaser at completion.

44. NOTICES TO COMPLETE

- 44.1 If a party does not complete this contract on the date for completion, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 44.2 The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete.
- 44.3 If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.
- 44.4 The parties irrevocably direct the depository to pay the deposit and all interest earned on it to the vendor in the event that the vendor purports to have terminated this contract by written notice to the purchaser, unless the purchaser does both of the following strictly within the times stipulated:
- (i) Notifies the depository in writing within 48 hours that it disputes the validity of the purported termination; and
 - (ii) Commences proceedings in a court of competent jurisdiction seeking an order for the payment of the deposit and such interest to the purchaser and serves those proceedings on the vendor and depository within 5 days of the notification given under sub-clause (i) above.

45. WARRANTY ABOUT ESTATE AGENT

The purchaser warrants that it has not been introduced to the vendor by any agent other than the vendor's agent named on the first page of this contract. The purchaser indemnifies the vendor against any claim made by any other agent, person, firm or company for commission as a result of a breach of this warranty. The provisions of this clause do not merge on completion.

46. CAVEATS AND WRITS

- 46.1 The vendor is not required to provide to the purchaser a withdrawal of any caveat which caveat claims a mortgage, charge or covenant charge referred to in section 59 of the *Real Property Act 1900* (NSW) and which is registered subsequent to the vendor's mortgage.
- 46.2 The vendor is not required to provide a cancellation of any writ which is registered on the title subsequent to the vendor's mortgage and the purchaser acknowledges that any writ registered on the title subsequent to the vendor's mortgage will not be removed by the vendor having regard to the provisions of section 105A of the *Real Property Act 1900* (NSW).

47. PERSONAL GUARANTEE

- 47.1 The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- 47.2 Guarantor means the person who has signed this contract as guarantor.
- 47.3 In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:

- (a) the payment of all money payable by the purchaser under this contract; and
- (b) the performance of all the purchaser's other obligations under this contract.

47.4 The Guarantor:

- (a) 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 or attempted breach or default by the purchaser of its obligations under this contract; and
- (b) must pay on demand any money due to the vendor under this indemnity.

47.5 The Guarantor is jointly and severally liable with the purchaser to the vendor for:

- (a) the purchaser's performance of its obligations under this contract; and
- (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.

47.6 Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:

- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
- (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.

47.7 The Guarantor must pay 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 clause.

47.8 The Guarantor's obligations are not affected if:

- (a) the vendor releases or enters into a composition with the purchaser;
- (b) a payment made to the vendor is later avoided; or
- (c) the vendor assigns or transfers the benefit of this contract.

47.9 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.

47.10 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
- (b) the release (including a release as part of a novation) or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

- (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- (f) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable;
- (g) the winding-up of the purchaser; or
- (h) the death of the Guarantor.

47.11 The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

47.12 If there is more than 1 Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

48. REQUISITIONS ON TITLE

48.1 Any requisitions submitted by the purchaser under clause 5 of this contract must be submitted in the form attached to this contract.

48.2 The purchaser will be deemed to have made the requisitions on title attached to this contract and the replies attached to this contract will be deemed to be the vendor's replies.

48.3 Nothing in this clause prevents the vendor from amending the replies prior to completion.

49. SMOKE ALARMS

49.1 The vendor does not warrant that any building erected on the land complies with the *Environmental Planning and Assessment Regulation 2000* (NSW) (**Regulation**) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.

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

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

50. SEWER

50.1 Attached to this contract is:

- (a) service location diagram; and
- (b) copies of other communications,

relating to the property, recently issued by a recognised sewerage authority (**Authority**) in the ordinary course of administration (**Documents**).

50.2 The vendor discloses and the purchaser acknowledges all of the information, writing and notations appearing on the Documents.

- 50.3 The purchaser acknowledges that the information in the Documents may not be complete and/or correct.
- 50.4 The purchaser must satisfy itself regarding all aspects of the connection or otherwise of the property and the improvements to the Authority's sewer and must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this contract because of anything arising either directly or indirectly from the matters disclosed in this clause and the Documents.

51. MISCELLANEOUS

- 51.1 Unenforceability of a provision of this contract does not affect the enforceability of any other provision.
- 51.2 The parties acknowledge that the provisions of this contract having application after completion continue to apply despite completion.
- 51.3 The information contained in any document attached to this contract is fully disclosed for the purposes of this contract.
- 51.4 This clause does not merge on completion.

52. SWIMMING POOL –STRATA / COMMUNITY SCHEME COMPRISING MORE THAN 2 LOTS

- 52.1 The contract relates to a Lot in a strata scheme comprising more than 2 Lots and the vendor is not required to comply with the provisions of the Conveyancing (Sale of Land) Regulation 2010 and/or the Swimming Pool Regulation 2008.
- 52.2 The vendor does not make any warranty or representation as to whether the swimming pool or fencing and enclosures around the swimming pool on the property comply with all relevant legislation.
- 52.3 The purchaser must not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate the contract because of any non-compliance or any matters disclosed in this clause.

53. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- (a) Clause 31 is deleted.
- (b) **Application**
This clause applies if:
- (i) the sale is not an excluded transaction within the meaning of subsection 14-215 of Schedule 1 to the TA Act; and
 - (ii) a Clearance Certificate in respect of every registered proprietor of the land is not attached to this contract.
- (c) **Variation Decision**
- (i) If the vendor notifies the purchaser that the vendor has applied for a Variation Decision, the parties agree that completion will take place on the later of:
 - (A) 35 days after the contract date; and

(B) 3 business days after the vendor serves on the purchaser the Variation Decision or a Clearance Certificate in respect of every registered proprietor of the land.

(ii) If:

(A) the vendor notifies the purchaser that the Commissioner of Taxation refuses to make a Variation Decision; or

(B) the Commissioner of Taxation is unable to make a Variation Decision within 4 months from the contract date,

then either party may rescind this contract by notice in writing to the other and clause 19 will apply.

(iii) The purchaser acknowledges and agrees that any rescission of this contract by the vendor pursuant to this clause 35:

(A) will not be a breach of this contract for the purposes of clause 19.2.3; and

(B) the purchaser waives any rights it may have to claim damages, costs or expenses arising directly or indirectly from any rescission of this contract by the vendor pursuant to this clause 53.

(d) **Withholding Amount**

(i) If the vendor serves to the purchaser:

(A) a Clearance Certificate in respect of every registered proprietor of the land; or

(B) a Variation Decision that varies or reduces the Withholding Amount to nil,

clauses 53(d)(ii) and (iii) do not apply.

(ii) The purchaser must:

(A) before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office which must include the vendor's address noted on the front page of this contract or otherwise notified to the purchaser;

(B) produce on completion a settlement cheque for the Withholding Amount payable to the Commissioner of Taxation;

(C) forward the settlement cheque to the payee immediately after completion; and

(D) serve evidence of receipt of payment of the Withholding Amount to the vendor.

(iii) The vendor cannot refuse to complete if the purchaser complies with clauses 53(d)(ii)(A) and 53(d)(ii)(B).

(e) **No merger**

This clause 53 survives completion or termination of this contract.

(f) **Definitions**

In this clause 53:

- (i) **Clearance Certificate** means a certificate under subsection 14-220(1) of Schedule 1 to the TA Act;
- (ii) **Variation Decision** means a decision or legislative instrument made under subsection 14-235(2) or subsection 14-235(5) of Schedule 1 to the TA Act, including without limitation a decision not to vary a particular amount; and
- (iii) **Withholding Amount**, in respect of the purchaser's acquisition of the property pursuant to this contract, means the amount required to be paid to the Commissioner of Taxation under section 14-200 of Schedule 1 to the TA Act.

DRAFT

SIGNATURE PAGE FOR VENDOR

CONTRACT

BETWEEN	Commonwealth Bank of Australia ACN 123 123 124	(vendor)
AND		(purchaser)
PROPERTY	Unit 1101, 6 Bourke Street, Mascot NSW 2020	
DATED		2022

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:

Witness

Signature of Attorney

Print name

Attorney's name

Print address

Witness

Signature of Attorney

Print name

Attorney's name

Print address

Signed on behalf of Commonwealth Bank of Australia

Power of Attorney Book No.

SIGNATURE PAGE FOR GUARANTOR

CONTRACT

BETWEEN Commonwealth Bank of Australia ACN 123 123 124 (vendor)
AND Unit 1101, 6 Bourke Street, Mascot NSW 2020 (purchaser)
PROPERTY Unit 1101, 6 Bourke Street, Mascot NSW 2020
DATED _____ 2022

Signed by the Guarantor in the presence of:

_____	_____
Witness	Guarantor
_____	_____
Print name	Print name
_____	_____
Print address	Print address

Signed by the Guarantor in the presence of:

_____	_____
Witness	Guarantor
_____	_____
Print name	Print name
_____	_____
Print address	Print address

CERTIFICATE

SECTION 66W CONVEYANCING ACT 1919

I _____ of _____
certify as follows:

1. I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act* 1919 with reference to a contract for the sale of a property at Unit 1101, 6 Bourke Street, Mascot NSW 2020 from Commonwealth Bank of Australia ACN 123 123 124 to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for the vendor and I am not employed in a legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor for the vendor is a member or employee.
4. I have explained to the purchaser:
 - (a) the effect of the contract for purchase of the property;
 - (b) the nature of this certificate; and
 - (c) that the effect of my giving this certificate to the vendor is that there is no cooling-off period in relation to the contract.

DATE:

SIGNATURE:

PRINT NAME:

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Commonwealth Bank of Australia ACN 123 123 124**

Purchaser:

Property: **Unit 1101, 6 Bourke Street, Mascot NSW 2020**

Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (g) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (h) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?

- (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. 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.
13. 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.
14. In respect of the property and the common property:
- (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
15. 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?
16. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
17. (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

18. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?

- (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
- (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

- 19. Has the initial period expired?
- 20. If the property includes a utility lot, please specify the restrictions.
- 21. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 22. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

- 23. 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

- 24. 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.
- 25. 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.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. 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.

ANSWERS TO REQUISITIONS ON TITLE – STRATA TITLE

Vendor: **Commonwealth Bank of Australia ACN 123 123 124**

Purchaser:

Property: **Unit 1101, 6 Bourke Street, Mascot NSW 2020**

Possession & Tenancies

1. The property is vacant.
2. Not so far as the vendor is aware.
3. (a)–(f) The property is vacant.
4. Not relevant.
5. Not relevant.

Title

6. The vendor is mortgagee selling under power of sale.
7. The vendor is mortgagee selling under power of sale. See the provisions of section 59 of the *Real Property Act*.
8. On settlement.
9. The vendor does not know. Subject to contract.

Adjustments

10. Noted
11. If the property is liable for land tax it will be paid on or by completion.

Survey & Building

12. The vendor relies on the contract.
13. The vendor does not hold a survey.
14. (a) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(b) The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
(c) No.
(d) No.
(e)(i)-(iv) The vendor has no personal knowledge of these matters. The purchaser should make and rely on its own enquiries.
15. Not so far as the vendor is concerned. The vendor cannot answer for predecessors in title. The purchaser should make and rely on its own enquiries.
16. The vendor relies on the disclosures in the contract.
17. (a) So far as the vendor is aware all walls are governed by the provisions of the Strata Schemes legislation.
(b) No.
(c) Not relevant.

Affectations, Notices & Claims

18. (a) Other than as disclosed in the contract, the vendor is not aware.
(b) The vendor has no knowledge of these matters. The purchaser should make and rely on his own enquiries.

- (c) Other than as disclosed in the contract, the vendor is not aware.
- (d)(i)-(vi) Other than as disclosed in the contract, the vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.

Owners Corporation Management

- 19. Yes.
- 20. The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
- 21. The vendor has no knowledge of these matters. The purchaser should make and rely on its own enquiries.
- 22. Clause 23.9.1 has been deleted from the contract.

Capacity

- 23. The vendor is mortgagee selling under power of sale.

Requisitions & Transfer

- 24. A copy of the power of attorney will be provided on settlement.
- 25. If relevant, this will be provided on request.
- 26. Subject to contract.
- 27. Subject to contract
- 28. Noted.



FOLIO: 155/SP99367

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/7/2022	12:11 PM	2	2/8/2019

LAND

LOT 155 IN STRATA PLAN 99367
AT MASCOT
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

YUWEI NIU (T AP439962)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP99270
- 2 AP439963 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP99270

SEARCH DATE	TIME	EDITION NO	DATE
20/7/2022	12:12 PM	2	27/6/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 99270
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MASCOT
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP99270

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 99270
ADDRESS FOR SERVICE OF DOCUMENTS:
6 BOURKE STREET MASCOT NSW 2020

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S) 206 SP99724 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 4 9260756 EASEMENT FOR NOISE AND VIBRATION AFFECTING THE LAND ABOVE DESCRIBED
- 5 9260756 EASEMENT FOR ELECTROLYSIS AFFECTING THE LAND ABOVE DESCRIBED
- 6 9260756 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1230488 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1230488 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1230488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 10 DP1230488 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 11 DP1230488 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 12 DP1230488 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 13 DP1230488 EASEMENT FOR EMERGENCY EGRESS 5.6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

14 AP61491 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION NO. 77784 AND 77785 DESIGNATED (P1) AND (P2) TOGETHER WITH RIGHT OF WAY DESIGNATED (R) AND EASEMENTS FOR ELECTRICITY PURPOSES DESIGNATED (E1), (E2) AND (E3) SHOWN IN PLAN WITH AP61491. EXPIRES: 8/11/2068. OPTION OF RENEWAL: 25 YEARS.

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000)

STRATA PLAN 99270

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 63	2	- 44	3	- 31	4	- 31
5	- 41	6	- 36	7	- 31	8	- 41
9	- 41	10	- 39	11	- 48	12	- 57
13	- 47	14	- 31	15	- 38	16	- SP99367

STRATA PLAN 99367

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 7	18	- 63	19	- 40	20	- 36
21	- 43	22	- 38	23	- 65	24	- 52
25	- 54	26	- 57	27	- 36	28	- 36
29	- 41	30	- 36	31	- 64	32	- 36
33	- 37	34	- 48	35	- 38	36	- 66
37	- 37	38	- 41	39	- 54	40	- 58
41	- 37	42	- 37	43	- 37	44	- 37
45	- 64	46	- 37	47	- 37	48	- 48
49	- 38	50	- 66	51	- 37	52	- 37
53	- 55	54	- 59	55	- 37	56	- 37
57	- 37	58	- 37	59	- 64	60	- 37
61	- 73	62	- 61	63	- 68	64	- 55
65	- 41	66	- 69	67	- 71	68	- 54
69	- 73	70	- 73	71	- 68	72	- 39
73	- 68	74	- 38	75	- 55	76	- 52
77	- 38	78	- 56	79	- 53	80	- 54
81	- 52	82	- 57	83	- 54	84	- 52
85	- 68	86	- 40	87	- 69	88	- 38
89	- 55	90	- 52	91	- 38	92	- 56
93	- 54	94	- 54	95	- 52	96	- 57
97	- 54	98	- 52	99	- 69	100	- 44
101	- 69	102	- 38	103	- 56	104	- 52
105	- 38	106	- 57	107	- 54	108	- 55
109	- 53	110	- 57	111	- 54	112	- 52
113	- 69	114	- 40	115	- 69	116	- 38
117	- 56	118	- 53	119	- 38	120	- 57
121	- 54	122	- 55	123	- 53	124	- 57

END OF PAGE 2 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 99367

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
125	- 55	126	- 53	127	- 69	128	- 40
129	- 69	130	- 39	131	- 56	132	- 53
133	- 39	134	- 57	135	- 54	136	- 55
137	- 53	138	- 58	139	- 55	140	- 53
141	- 69	142	- 41	143	- 70	144	- 39
145	- 57	146	- 53	147	- 39	148	- 57
149	- 55	150	- 55	151	- 54	152	- 58
153	- 55	154	- 53	155	- 70	156	- 41
157	- 70	158	- 39	159	- 57	160	- 54
161	- 39	162	- 58	163	- 55	164	- 56
165	- 54	166	- 58	167	- 55	168	- 54
169	- 57	170	- 56	171	- 71	172	- 71
173	- 60	174	- 60	175	- 71	176	- 61
177	- 71	178	- 74	179	- 68	180	- 57
181	- 55	182	- 63	183	- 71	184	- 71
185	- 67	186	- 61	187	- 71	188	- 68
189	- 60	190	- 65	191	- 73	192	- 73
193	- 73	194	- 73	195	- 73	196	- 39
197	- 39	198	- 39	199	- 39	200	- 39
201	- 44	202	- 39	203	- 39	204	- 39
205	- 39	206	- SP99724				

STRATA PLAN 99724

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
207	- 70	208	- 56	209	- 40	210	- 67
211	- 36	212	- 36	213	- 36	214	- 36
215	- 52	216	- 37	217	- 36	218	- 38
219	- 54	220	- 65	221	- 38	222	- 64
223	- 36	224	- 36	225	- 36	226	- 37
227	- 37	228	- 52	229	- 37	230	- 37
231	- 38	232	- 67	233	- 65	234	- 38
235	- 43	236	- 38	237	- 37	238	- 37
239	- 37	240	- 37	241	- 37	242	- 53
243	- 37	244	- 37	245	- 38	246	- 67
247	- 65	248	- 38	249	- 39	250	- 39
251	- 75	252	- 74	253	- 54	254	- 71
255	- 70	256	- 75	257	- 44	258	- 69
259	- 39	260	- 52	261	- 52	262	- 54
263	- 53	264	- 54	265	- 53	266	- 57
267	- 38	268	- 66	269	- 53	270	- 68
271	- 39	272	- 53	273	- 51	274	- 52
275	- 53	276	- 54	277	- 53	278	- 54
279	- 54	280	- 57	281	- 38	282	- 66
283	- 54	284	- 68	285	- 40	286	- 53

END OF PAGE 3 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 99724

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
287	- 52	288	- 52	289	- 53	290	- 54
291	- 53	292	- 55	293	- 54	294	- 58
295	- 38	296	- 67	297	- 54	298	- 68
299	- 40	300	- 53	301	- 52	302	- 52
303	- 53	304	- 55	305	- 54	306	- 55
307	- 54	308	- 58	309	- 38	310	- 67
311	- 54	312	- 69	313	- 40	314	- 54
315	- 52	316	- 53	317	- 54	318	- 55
319	- 54	320	- 55	321	- 54	322	- 58
323	- 39	324	- 67	325	- 55	326	- 69
327	- 45	328	- 54	329	- 52	330	- 53
331	- 54	332	- 55	333	- 54	334	- 55
335	- 55	336	- 59	337	- 39	338	- 67
339	- 55	340	- 69	341	- 41	342	- 54
343	- 53	344	- 53	345	- 54	346	- 55
347	- 54	348	- 56	349	- 55	350	- 59
351	- 39	352	- 68	353	- 55	354	- 69
355	- 41	356	- 55	357	- 53	358	- 54
359	- 54	360	- 56	361	- 55	362	- 56
363	- 55	364	- 59	365	- 40	366	- 68
367	- 55	368	- 55	369	- 55	370	- 55
371	- 53	372	- 54	373	- 55	374	- 56
375	- 55	376	- 56	377	- 55	378	- 59
379	- 40	380	- 68	381	- 56	382	- 56
383	- 56	384	- 55	385	- 53		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

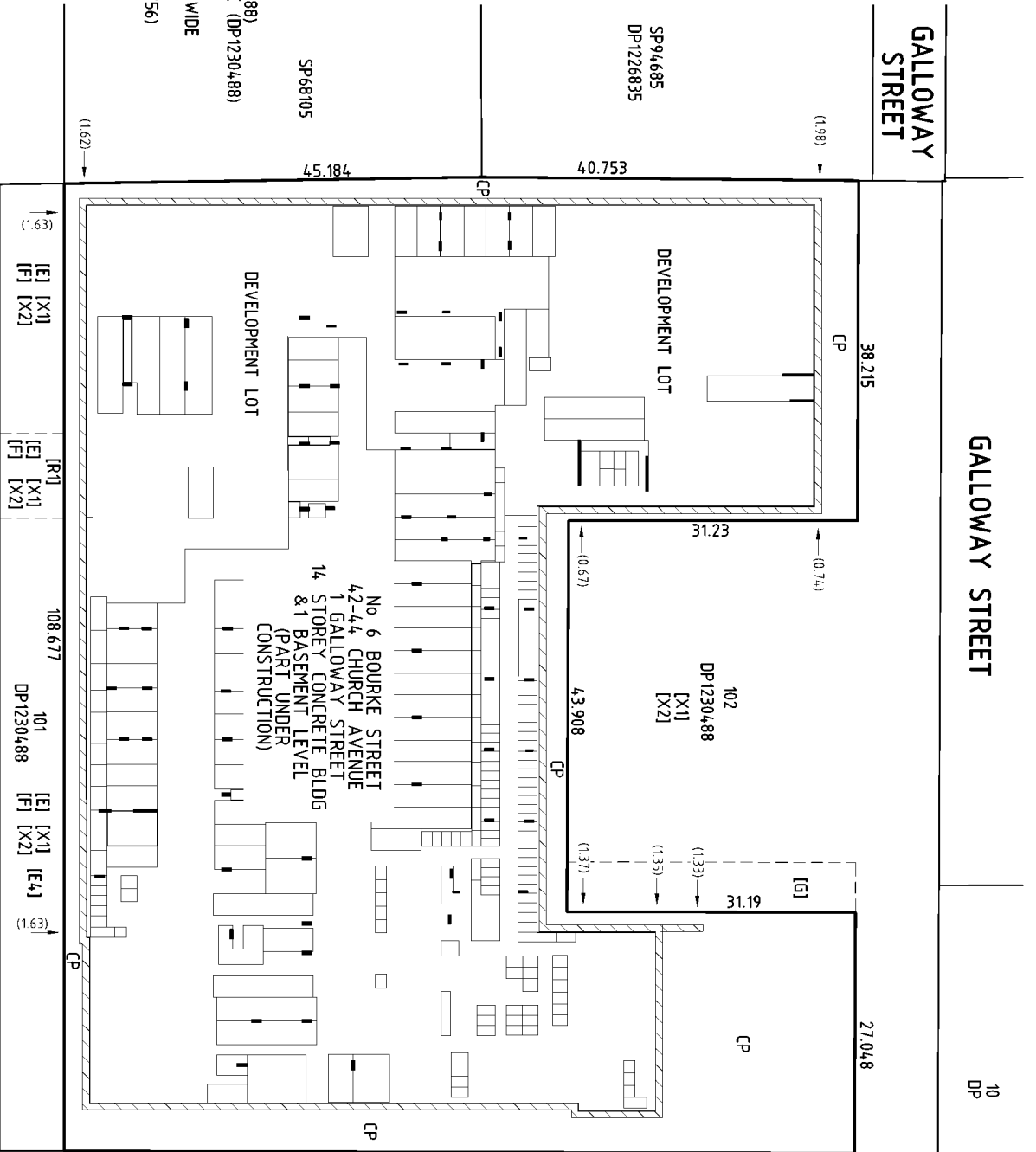
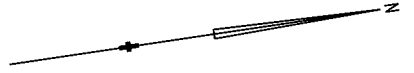
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

**LOCATION PLAN
BASEMENT LEVEL**

GALLOWAY STREET

GALLOWAY STREET

BOURKE STREET



ADJOINING EASEMENTS

- [E] - EASEMENT FOR ACCESS (DP1230488)
- [F] - EASEMENT FOR EMERGENCY EGRESS (DP1230488)
- [G] - EASEMENT FOR EMERGENCY EGRESS 5.6 WIDE (DP1230488)
- [R1] - RIGHT OF WAY 6.97 WIDE (AP61490)
- [E4] - EASEMENT FOR ELECTRICITY PURPOSES 6.97 WIDE (AP61490)
- [X1] - EASEMENT FOR NOISE AND VIBRATION (9260756)
- [X2] - EASEMENT FOR ELECTROLYSIS (9260756)

CP - DENOTES COMMON PROPERTY

Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 500
 Lengths are in metres

Registered:  **7/05/2019**

SP99367

LOCATION PLAN GROUND LEVEL

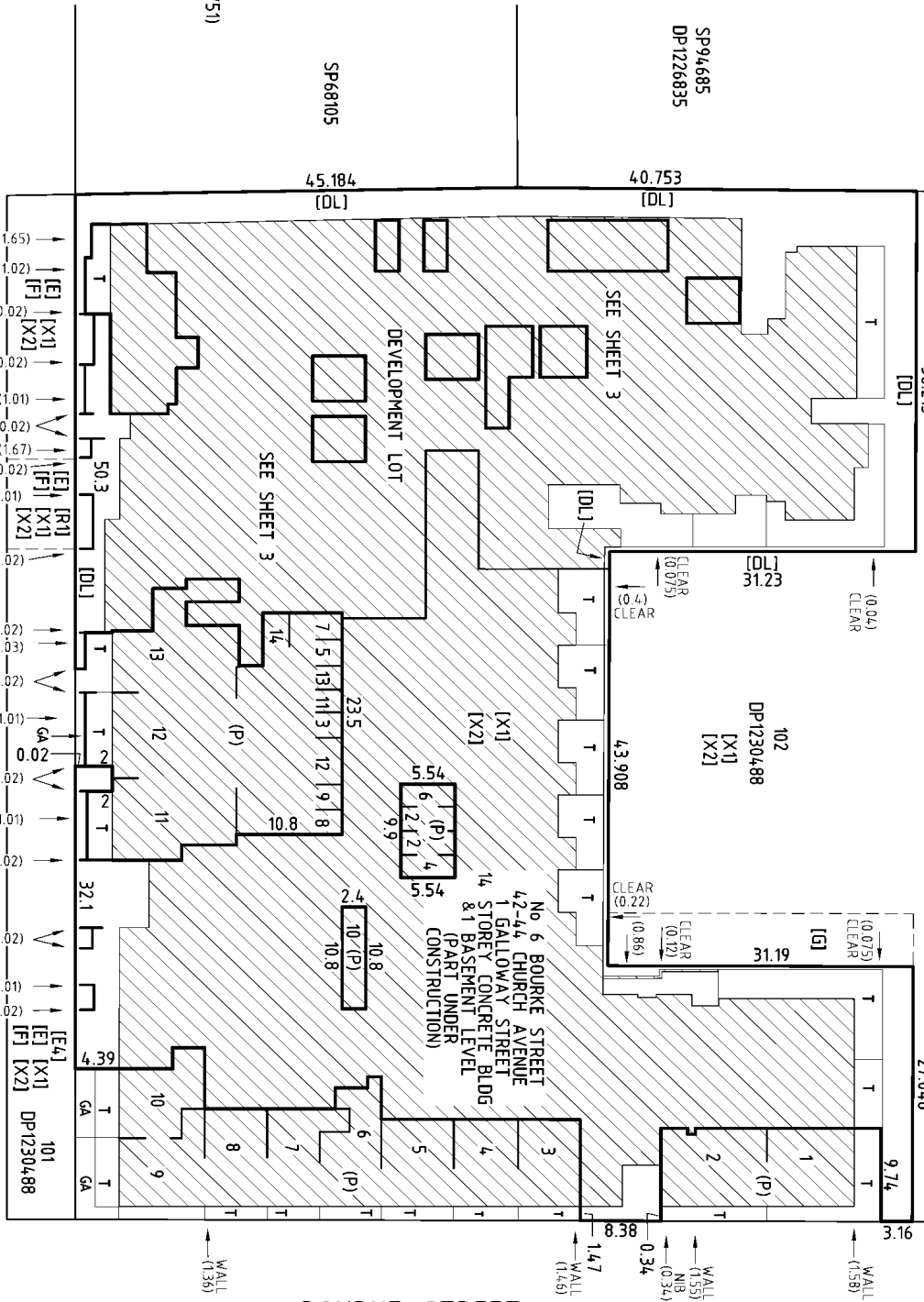
GALLOWAY STREET

GALLOWAY STREET

38.215

10 DP

11
1219678



BOURKE STREET

FOR ADJOINING EASEMENTS SEE SHEET 1

EASEMENTS AFFECTING THE WHOLE OF THE LOT

[X1] - EASEMENT FOR NOISE AND VIBRATION (9260751)

[X2] - EASEMENT FOR ELECTROLYSIS (9260751)

(P) - DENOTES STRATA PLAN 99270

GA - DENOTES GARDEN AREA

T - DENOTES TERRACE

[DL] - DENOTES DEVELOPMENT LOT BOUNDARY CONCURRENT WITH PARCEL BOUNDARY

Surveyor: **PHILIP ANDREW WYPER**

Date: **2-04-2019**

Reference: **42273-23085D**

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**

Locality: **MASCOT**

Reduction Ratio 1 : 500

Registered:

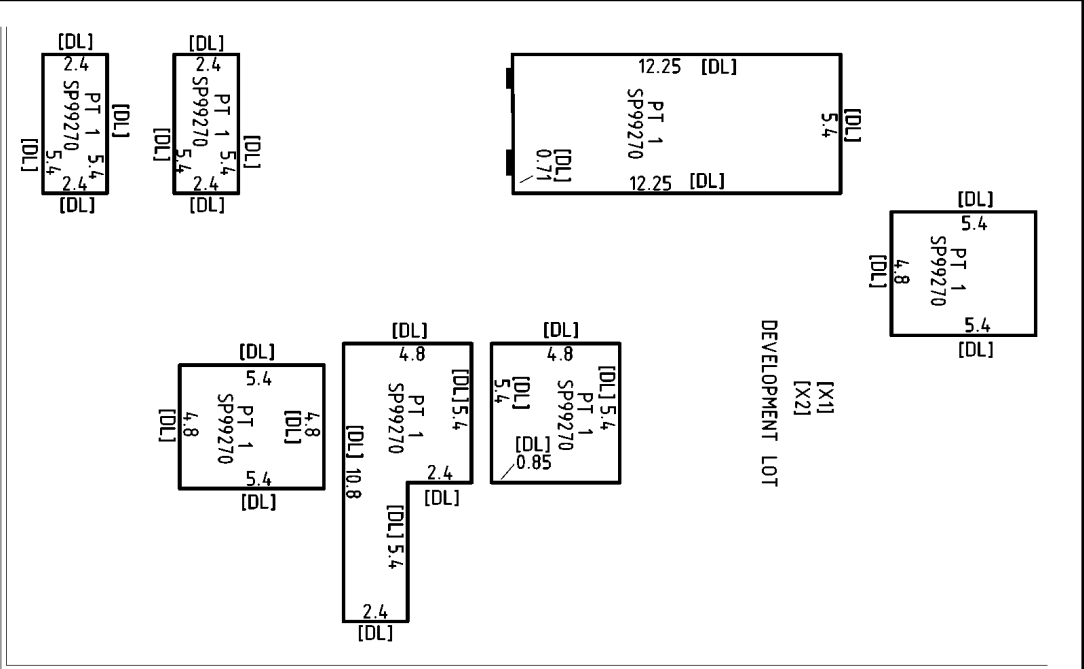


7/05/2019

SP99367

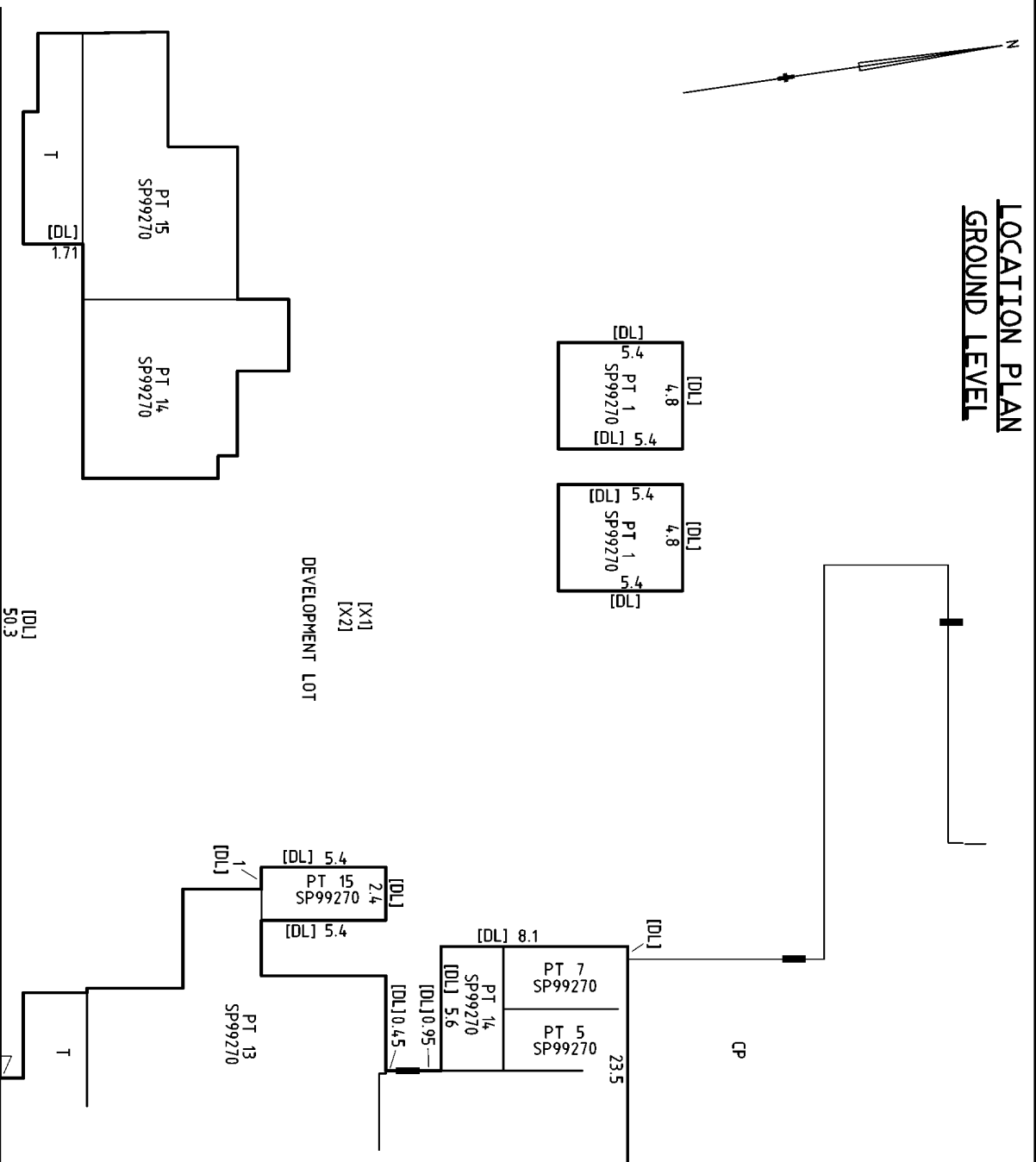
Lengths are in metres

LOCATION PLAN
GROUND LEVEL



EASEMENTS AFFECTING THE WHOLE OF THE LOT
 [X1] - EASEMENT FOR NOISE AND VIBRATION (9260751)
 [X2] - EASEMENT FOR ELECTROLYSIS (9260751)

CP - DENOTES COMMON PROPERTY
 T - DENOTES TERRACE
 [DL] - DENOTES DEVELOPMENT LOT BOUNDARY CONINCIDENT WITH PARCEL BOUNDARY



Surveyor: **PHILIP ANDREW WYPER**

Date: **2-04-2019**

Reference: **42273-23085D**

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**

Locality: **MASCOT**

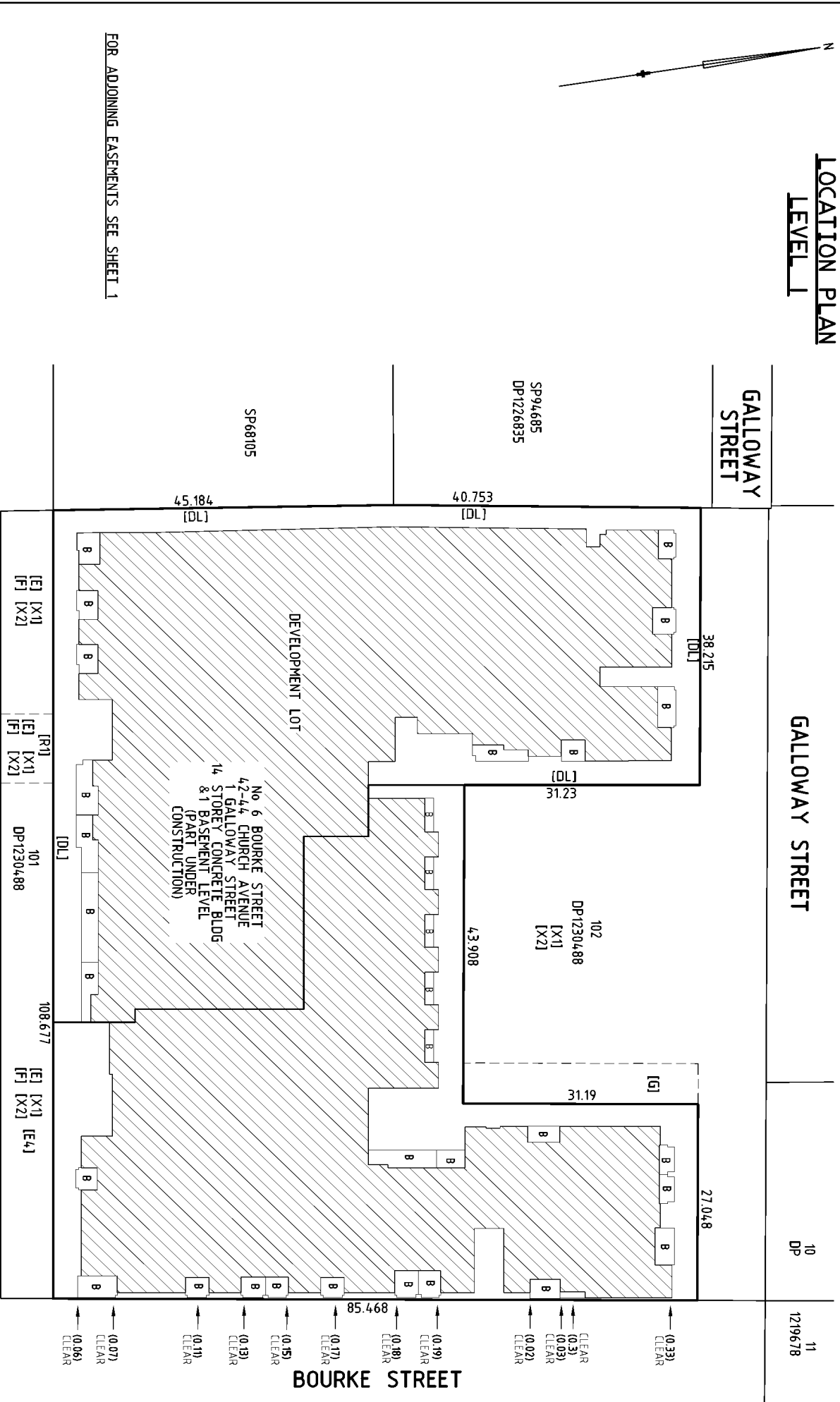
Reduction Ratio 1 : 200

Registered: **7/05/2019**

SP99367

Lengths are in metres

LOCATION PLAN LEVEL 1



FOR ADJOINING EASEMENTS SEE SHEET 1

B - DENOTES BALCONY
[DL] - DENOTES DEVELOPMENT LOT BOUNDARY COINCIDENT WITH PARCEL BOUNDARY

Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

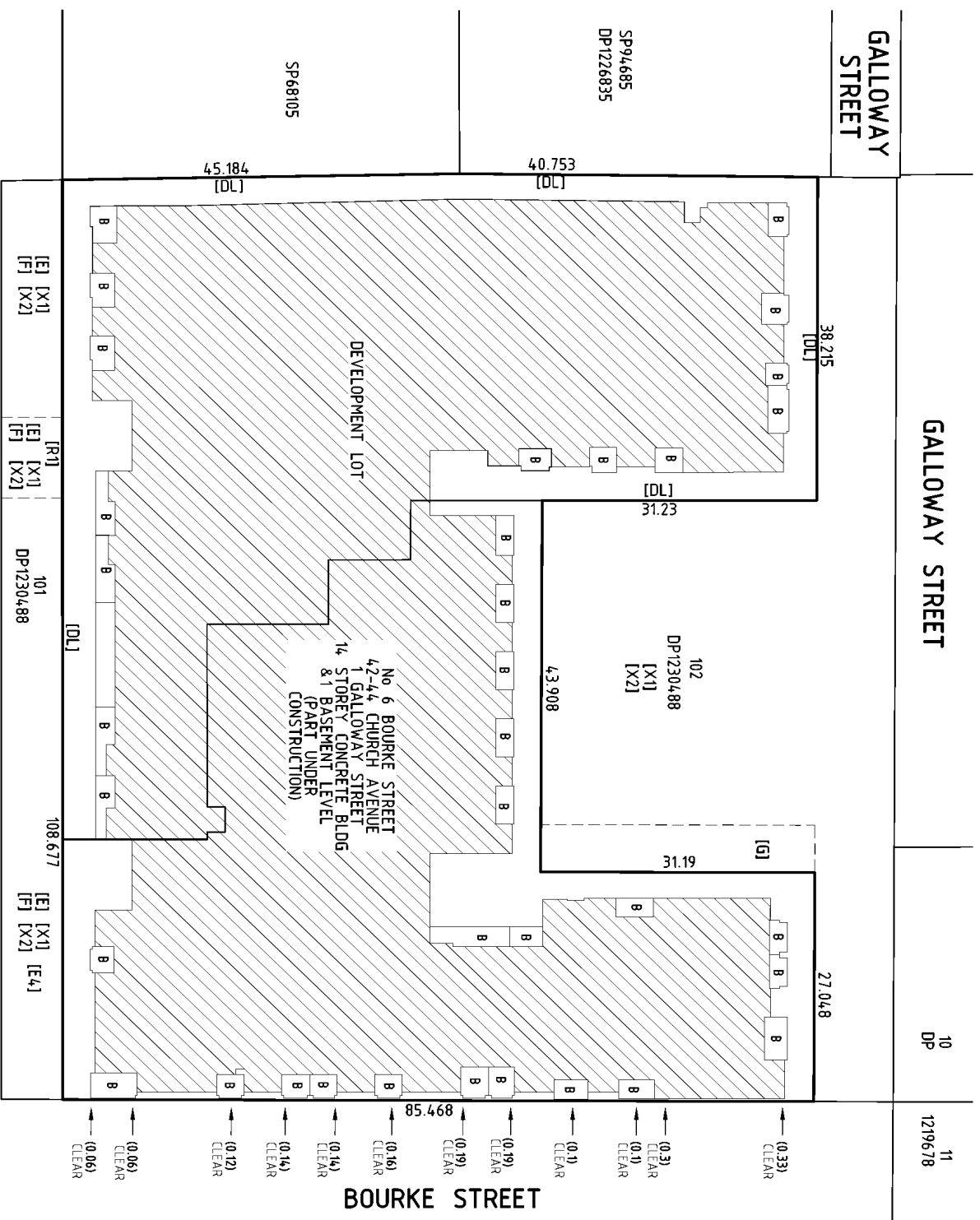
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 500
 Lengths are in metres

Registered:  **7/05/2019**

SP99367

LOCATION PLAN
LEVEL 2



FOR ADJOINING EASEMENTS SEE SHEET 1

B - DENOTES BALCONY
[DL] - DENOTES DEVELOPMENT LOT BOUNDARY COINCIDENT WITH PARCEL BOUNDARY

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 500
Lengths are in metres

Registered:  7/05/2019

SP99367

LOCATION PLAN LEVEL 3

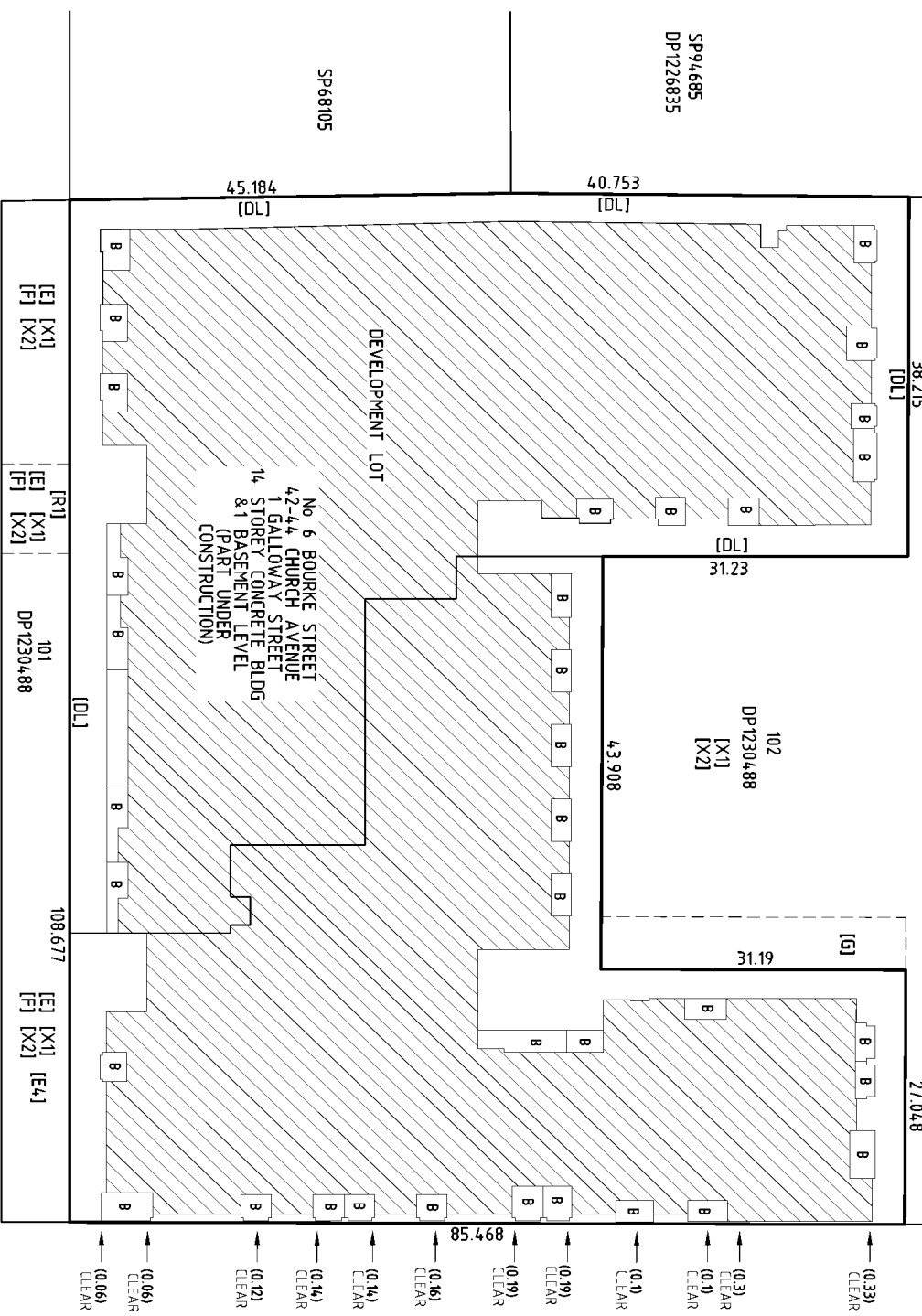


GALLOWAY STREET

GALLOWAY STREET

CHURCH AVENUE

BOURKE STREET



FOR ADJOINING EASEMENTS SEE SHEET 1

B - DENOTES BALCONY
[DL] - DENOTES DEVELOPMENT LOT BOUNDARY COINCIDENT WITH PARCEL BOUNDARY

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT
16 IN SP99270

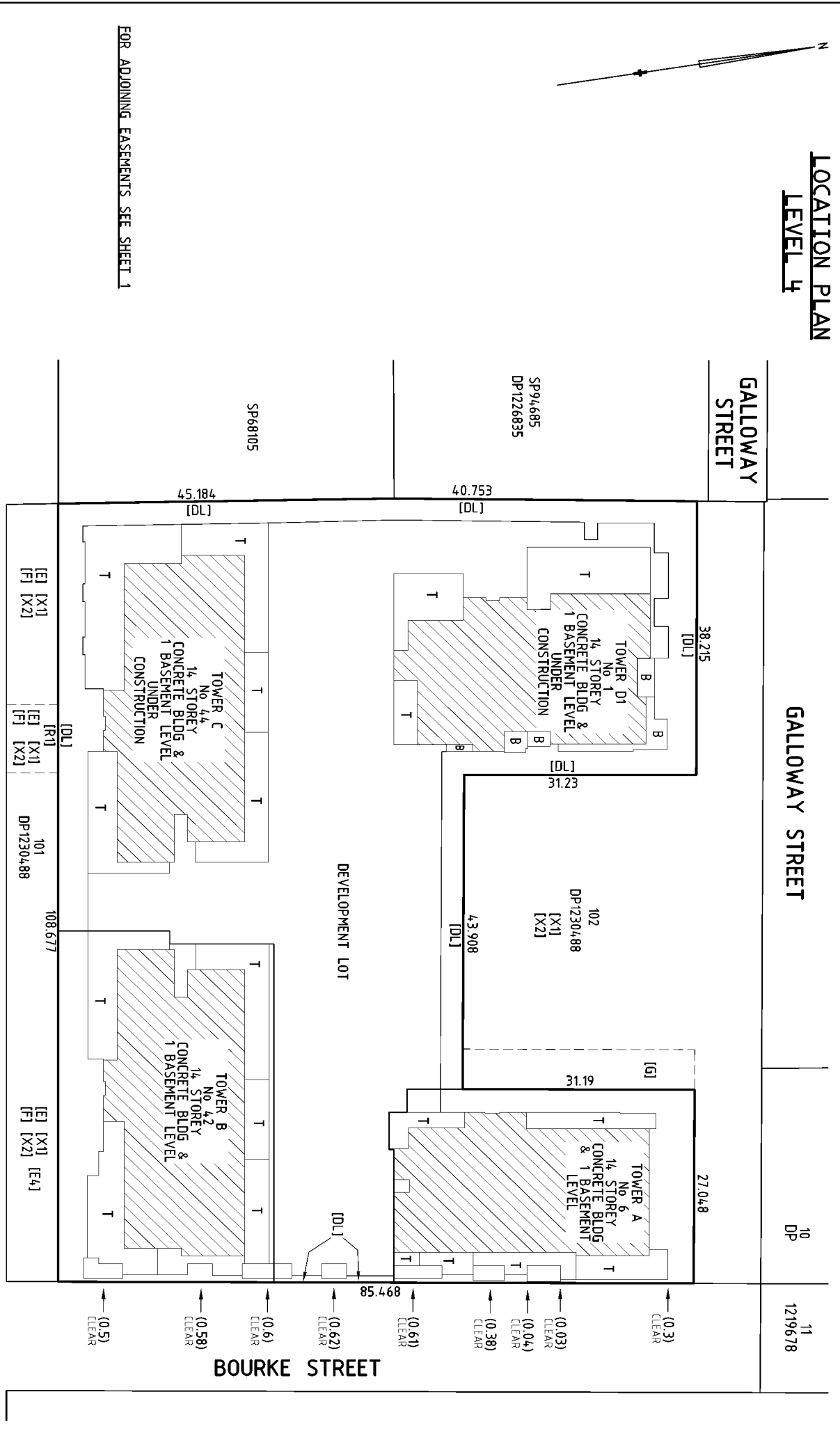
LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 500
Lengths are in metres

Registered:

7/05/2019

SP99367

LOCATION PLAN LEVEL 4



FOR ADJOINING EASEMENTS SEE SHEET 1

T - DENOTES TERRACE
 B - DENOTES BALCONY
 [DL] - DENOTES DEVELOPMENT LOT BOUNDARY CONCURRENT WITH PARCEL BOUNDARY

Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT
 16 IN SP99270

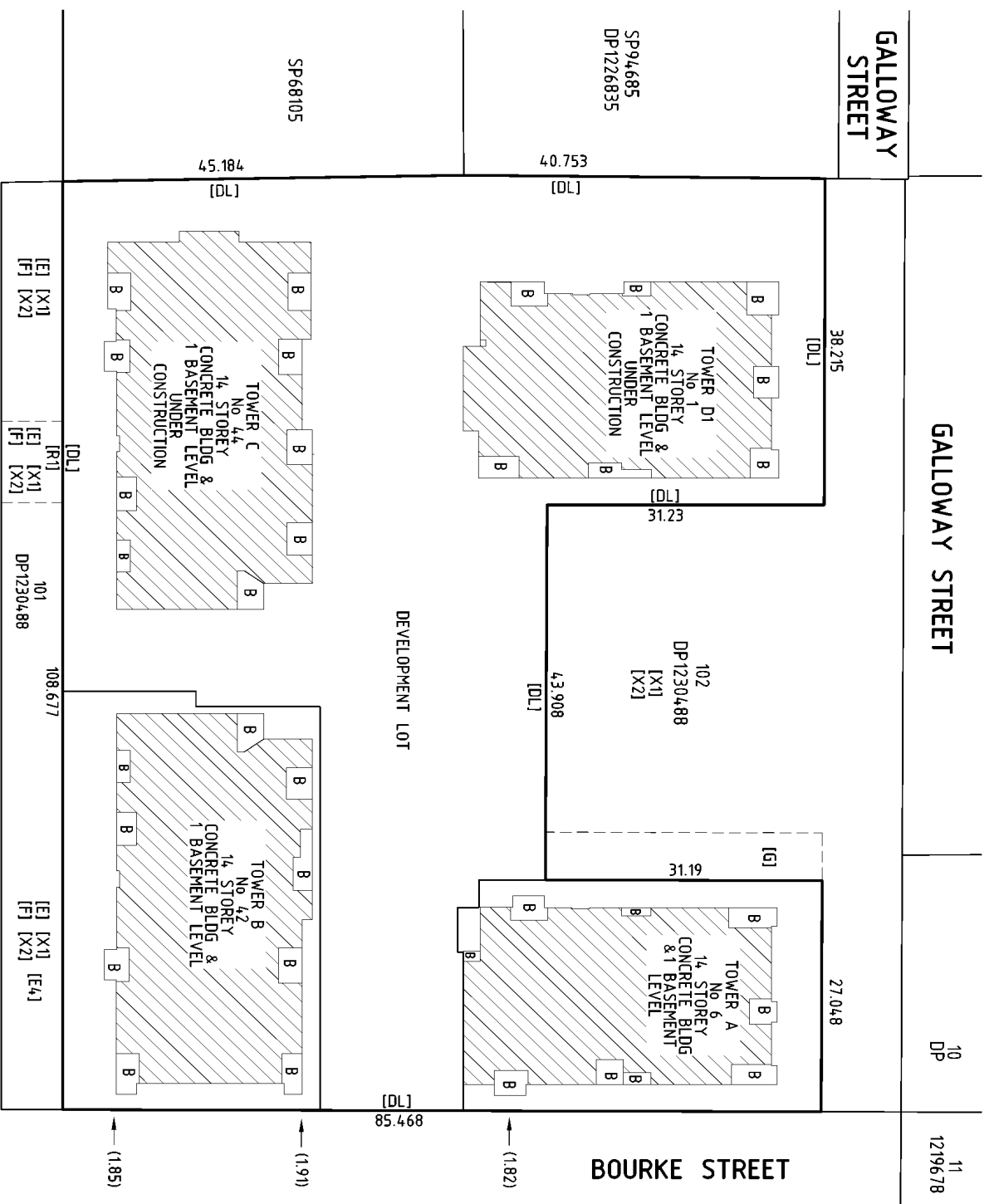
LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 500
 Lengths are in metres

Registered:

7/05/2019

SP99367

**LOCATION PLAN
LEVEL 5-13**



FOR ADJOINING EASEMENTS SEE SHEET 1

B - DENOTES BALCONY
[DL] - DENOTES DEVELOPMENT LOT BOUNDARY CONCURRENT WITH PARCEL BOUNDARY

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

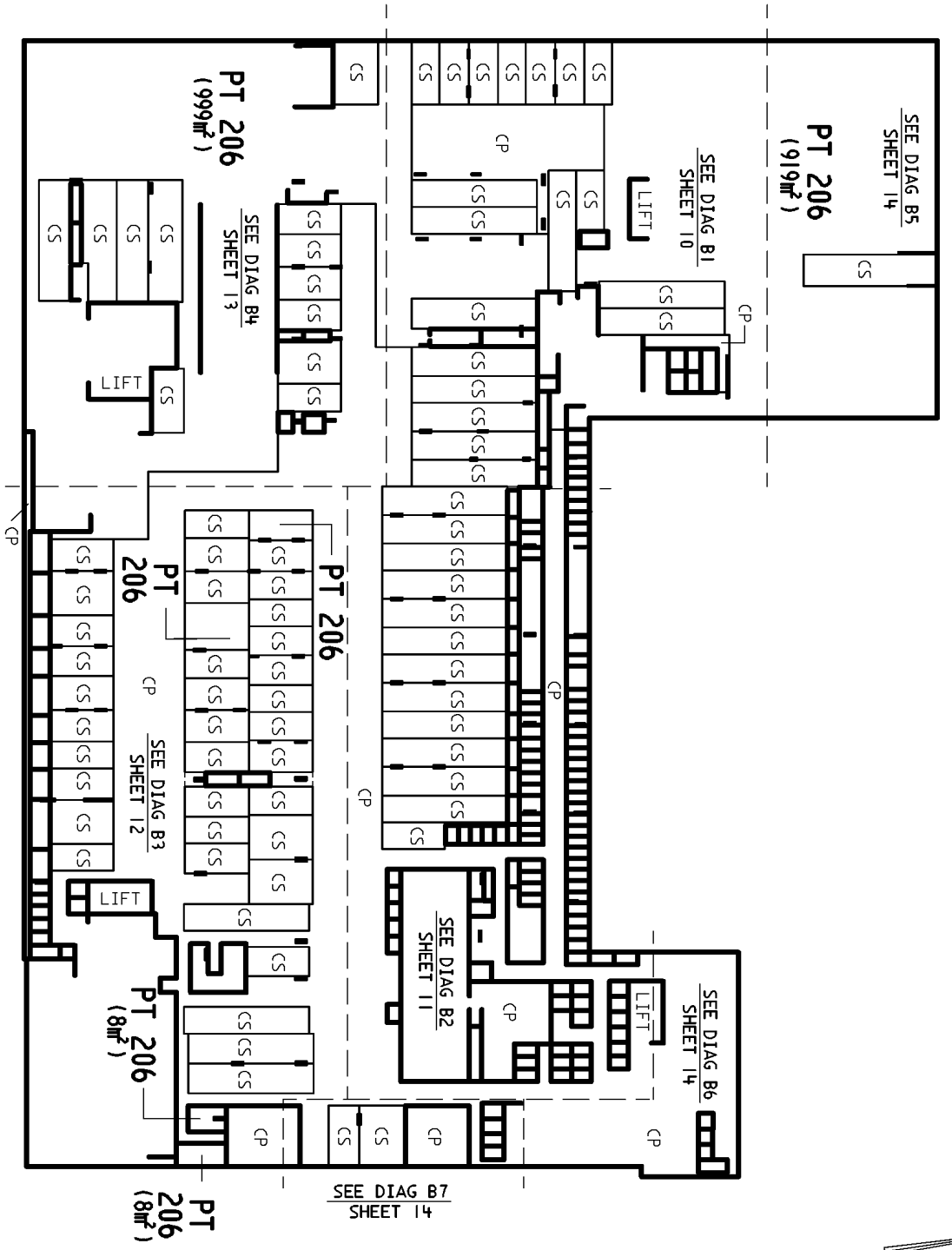
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 500
Lengths are in metres

Registered:  **7/05/2019**

SP99367

FLOOR PLAN BASEMENT LEVEL



LOT 206 IS A DEVELOPMENT LOT

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

CP - DENOTES COMMON PROPERTY
CS - DENOTES CARSPACE

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

Surveyor: PHILIP ANDREW WYPER
Date: 2/04/2019
Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

L.G.A.: BAYSIDE
Locality: MASCOT
Reduction Ratio: 1 : 400
Lengths are in metres

REGISTERED
7/05/2019

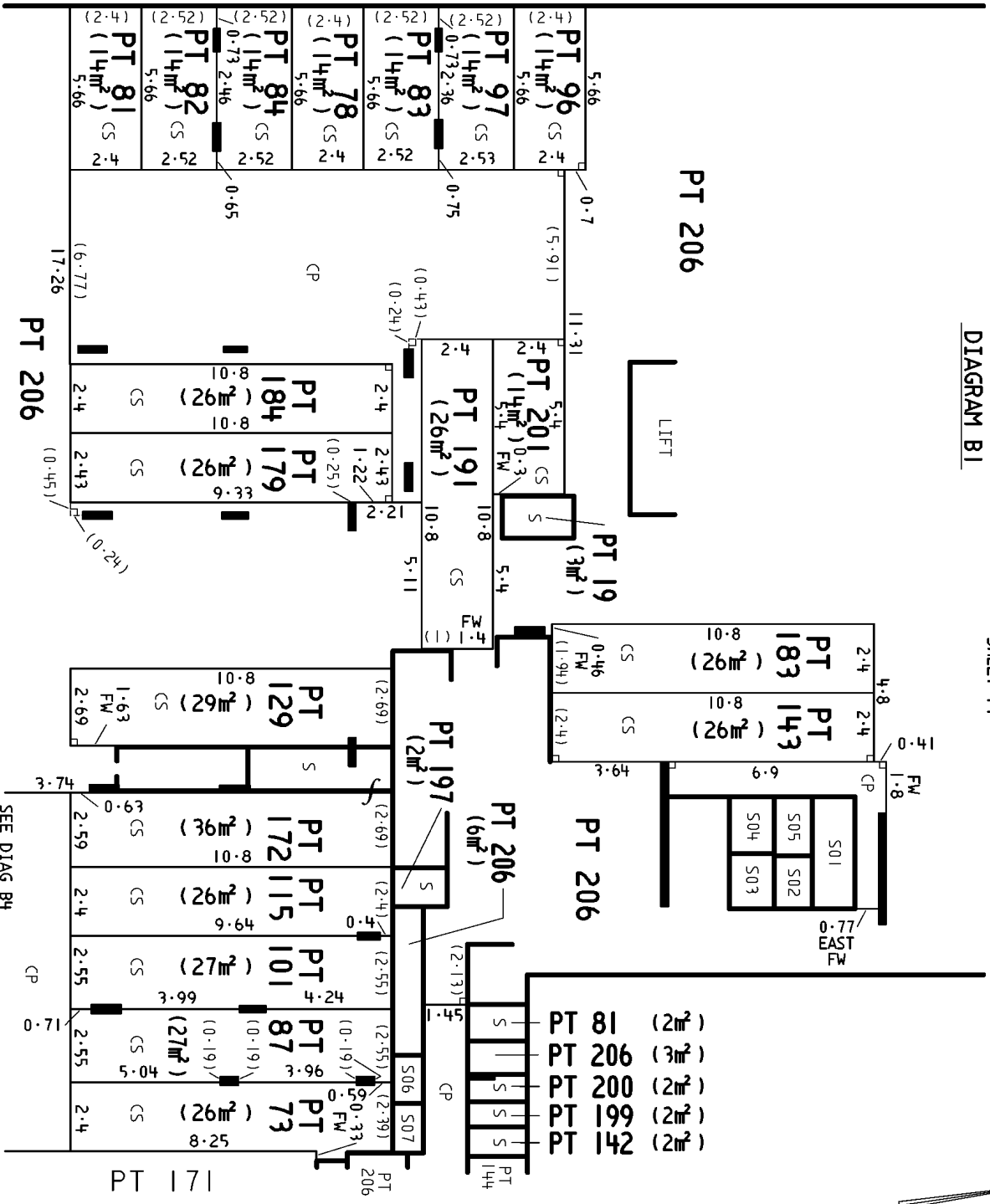
SP99367

STORAGE AREAS

DESIG.	LOT NUMBER	AREA
S01	PT 69	(6m ²)
S02	PT 165	(2m ²)
S03	PT 75	(3m ²)
S04	PT 100	(3m ²)
S05	PT 77	(3m ²)
S06	PT 202	(2m ²)
S07	PT 201	(2m ²)

**FLOOR PLAN
BASEMENT LEVEL
DIAGRAM B1**

SEE DIAG B5
SHEET 14



THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

LOT 206 IS A DEVELOPMENT LOT

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

- DENOTES CENTRELINE OF COLUMN PRODUCED
- DENOTES FACE OF COLUMN PRODUCED
- FW - DENOTES PROLONGATION OF FACE OF WALL
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CASHPAGE
- S - DENOTES STORAGE AREA

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

Surveyor: PHILIP ANDREW WYPER
Date: 2/04/2019
Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

L.G.A.: BAYSIDE
Locality: MASCOT
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED



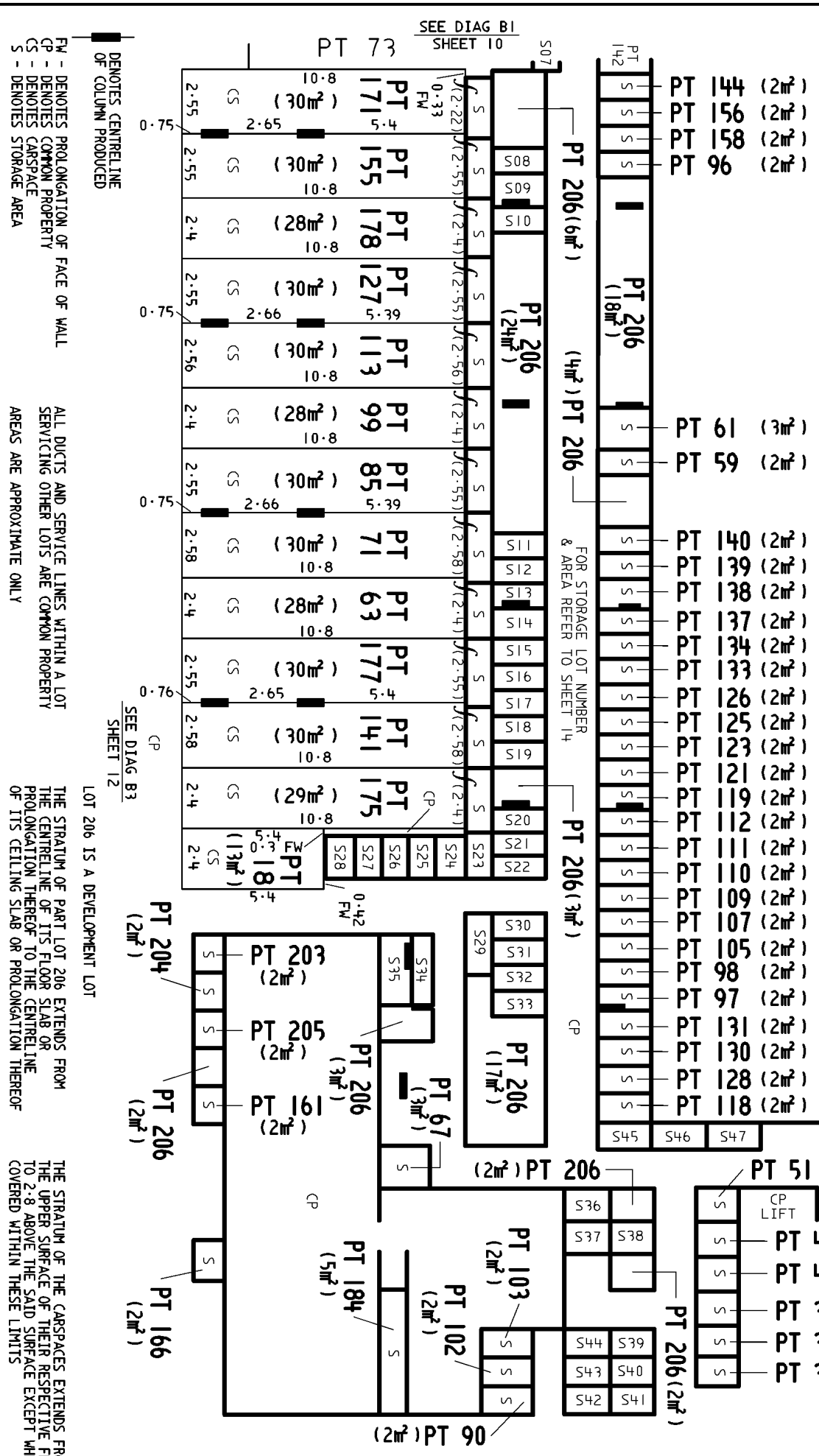
7/05/2019

SP99367

SEE DIAG B2
SHEET 11

SEE DIAG B4
SHEET 13

**FLOOR PLAN
 BASEMENT LEVEL
 DIAGRAM B2**



FM - DENOTES PROLONGATION OF FACE OF WALL
 CP - DENOTES COMMON PROPERTY
 CS - DENOTES CARSPACE
 S - DENOTES STORAGE AREA

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

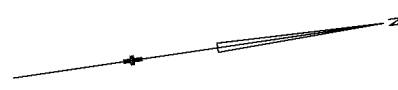
DENOTES CENTRELINE OF COLUMN PRODUCED

SEE DIAG B3 SHEET 12

LOT 206 IS A DEVELOPMENT LOT

SEE DIAG B7 SHEET 14

SEE DIAG B1 SHEET 10



Surveyor: PHILIP ANDREW WYPER
 Date: 2/04/2019
 Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

L.G.A.: BAYSIDE
 Locality: MASCOT
 Reduction Ratio: 1 : 150
 Lengths are in metres

REGISTERED
 7/05/2019

SP99367

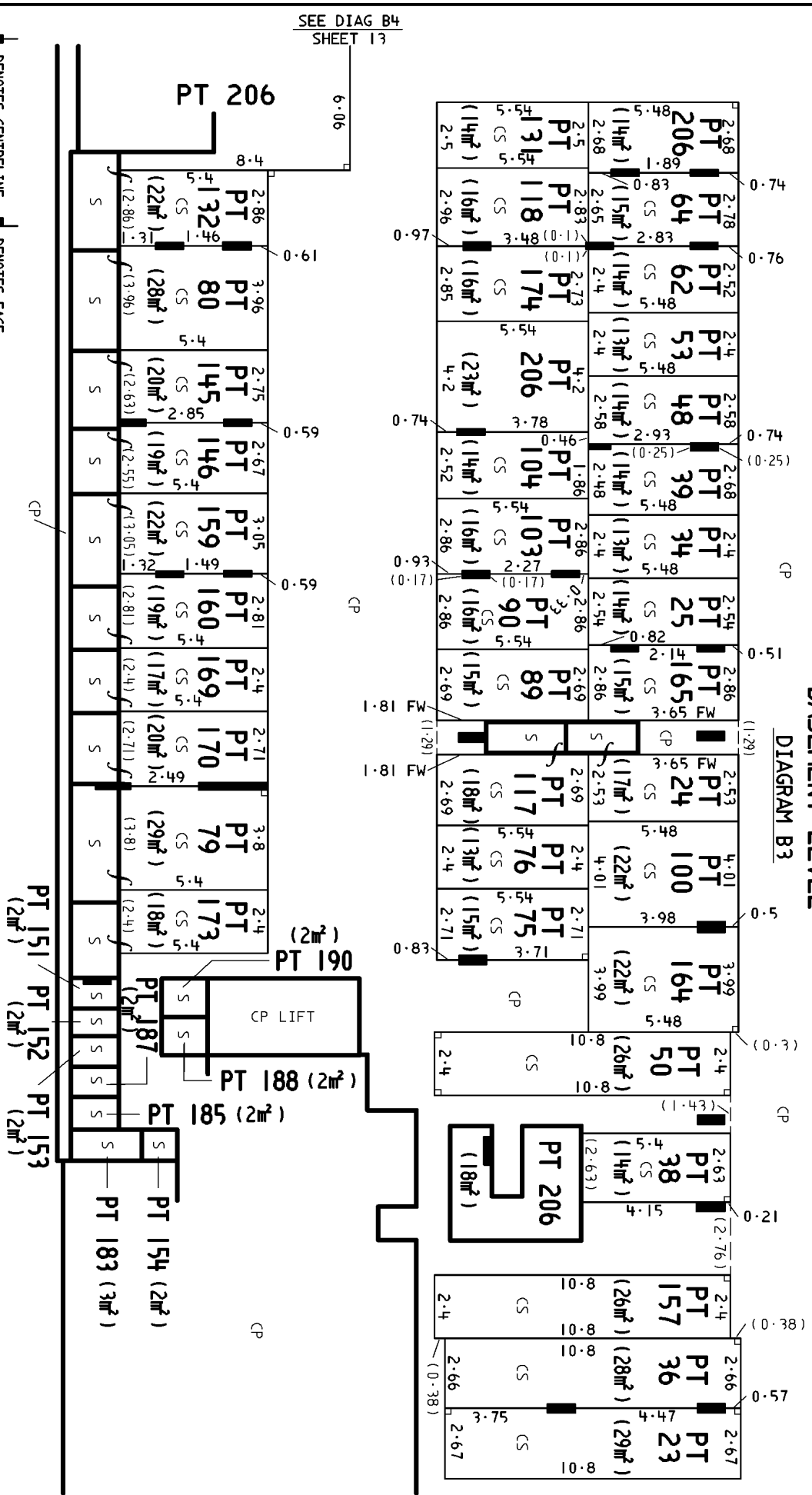
FLOOR PLAN BASEMENT LEVEL

DIAGRAM B3

SEE DIAG B2
SHEET 11

SEE DIAG B7
SHEET 14

SEE DIAG B4
SHEET 13



■ DENOTES CENTRELINE OF COLUMN PRODUCED
 ■ DENOTES FACE OF COLUMN PRODUCED
 FM - DENOTES PROLONGATION OF FACE OF WALL
 CP - DENOTES COMMON PROPERTY
 CS - DENOTES CARSPACE
 S - DENOTES STORAGE AREA

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

LOT 206 IS A DEVELOPMENT LOT
 THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

Surveyor: PHILIP ANDREW WYPER
 Date: 2/04/2019
 Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

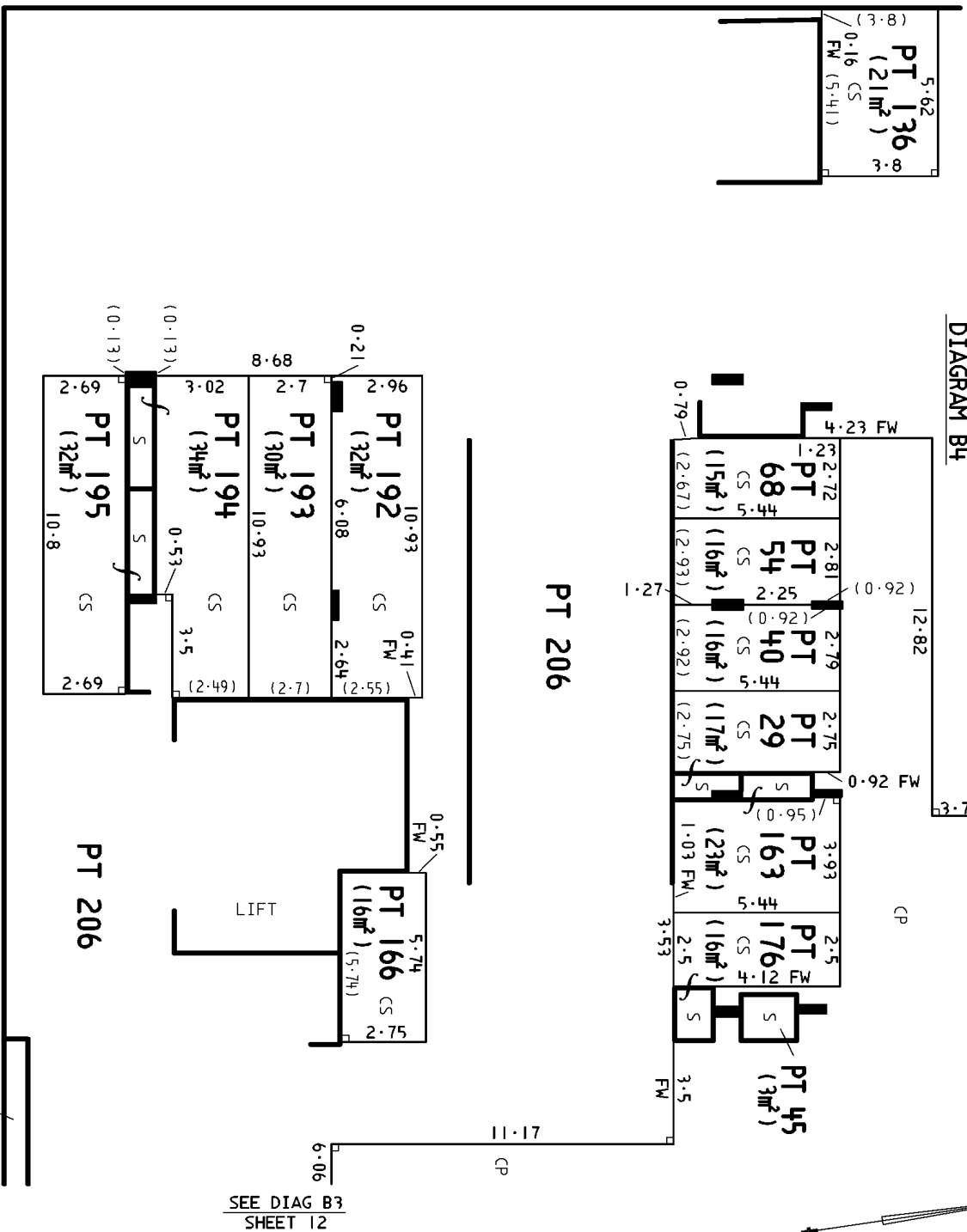
L.G.A.: BAYSIDE
 Locality: MASCOT
 Reduction Ratio: 1 : 150
 Lengths are in metres

REGISTERED
 7/05/2019

SP99367

FLOOR PLAN BASEMENT LEVEL DIAGRAM B4

SEE DIAG B1
SHEET 10



THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

LOT 206 IS A DEVELOPMENT LOT

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

FW - DENOTES PROLONGATION OF FACE OF WALL
CP - DENOTES COMMON PROPERTY
CS - DENOTES CARSPAGE
S - DENOTES STORAGE AREA

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

Surveyor: PHILIP ANDREW WYPER
Date: 2/04/2019
Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

L.G.A.: BAYSIDE
Locality: MASCOT
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED

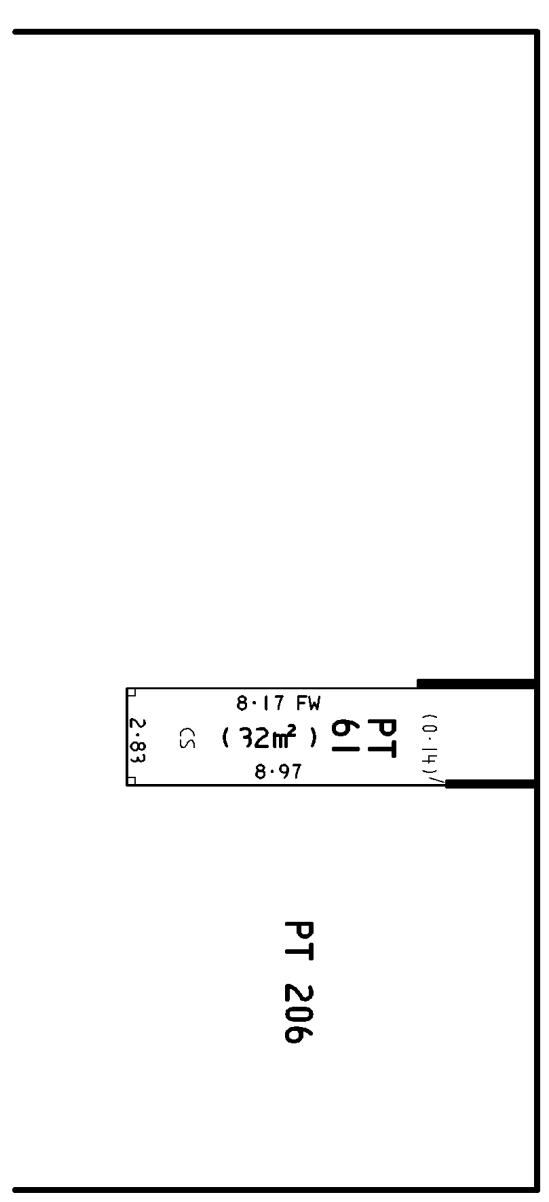


7/05/2019

SP99367

**FLOOR PLAN
BASEMENT LEVEL**

DIAGRAM B5



THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

LOT 206 IS A DEVELOPMENT LOT
THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

■ DENOTES CENTRELINE OF COLUMN PRODUCED
■ DENOTES FACE OF COLUMN PRODUCED

FW - DENOTES PROLONGATION OF FACE OF WALL
CP - DENOTES COMMON PROPERTY
CS - DENOTES CARSPACE
S - DENOTES STORAGE AREA

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY

**STORAGE AREAS
(SEE SHEET 11)**

DESIG.	LOT NUMBER	AREA
S08	PT 196	(2m²)
S09	PT 174	(2m²)
S10	PT 198	(2m²)
S11	PT 191	(2m²)
S12	PT 192	(2m²)
S13	PT 193	(2m²)
S14	PT 149	(2m²)
S15	PT 147	(2m²)
S16	PT 60	(2m²)
S17	PT 58	(2m²)
S18	PT 57	(2m²)
S19	PT 56	(2m²)
S20	PT 55	(2m²)
S21	PT 46	(2m²)
S22	PT 44	(2m²)
S23	PT 43	(2m²)
S24	PT 42	(2m²)
S25	PT 32	(2m²)
S26	PT 30	(2m²)
S27	PT 28	(2m²)
S28	PT 27	(2m²)
S29	PT 82	(2m²)
S30	PT 83	(2m²)
S31	PT 84	(2m²)
S32	PT 91	(2m²)
S33	PT 93	(2m²)
S34	PT 41	(2m²)
S35	PT 31	(3m²)
S36	PT 89	(2m²)
S37	PT 88	(2m²)
S38	PT 95	(2m²)
S39	PT 74	(2m²)
S40	PT 72	(2m²)
S41	PT 53	(2m²)
S42	PT 76	(2m²)
S43	PT 124	(2m²)
S44	PT 116	(2m²)
S45	PT 114	(2m²)
S46	PT 114	(2m²)
S47	PT 104	(2m²)

DIAGRAM B7

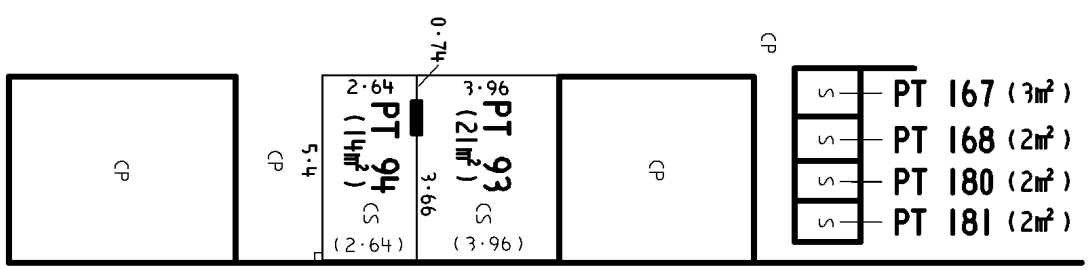
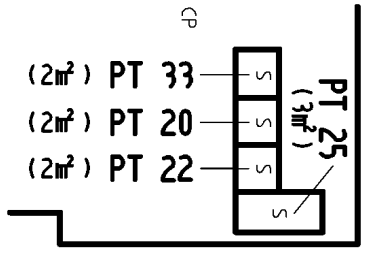


DIAGRAM B6



PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

Surveyor: PHILIP ANDREW WYPER
Date: 2/04/2019
Reference: 42273-23085D

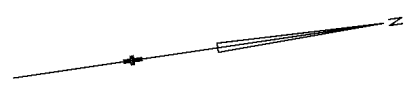
L.G.A.: BAYSIDE
Locality: MASCOT
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED

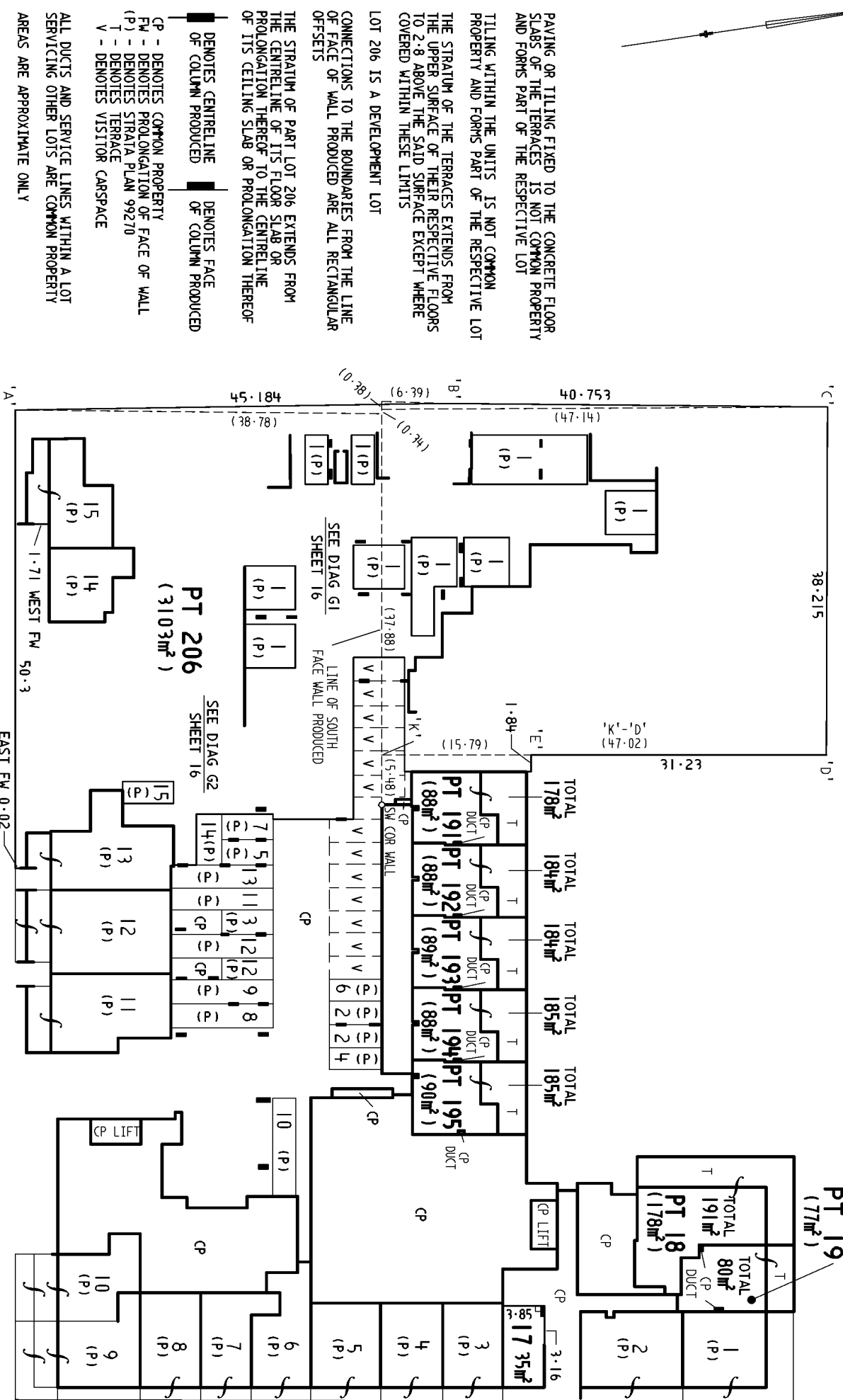


7/05/2019

SP99367



FLOOR PLAN GROUND LEVEL



PAVING OR TILING FIXED TO THE CONCRETE FLOOR SLABS OF THE TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

TLING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

THE STRATUM OF THE TERRACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

LOT 206 IS A DEVELOPMENT LOT

CONNECTIONS TO THE BOUNDARIES FROM THE LINE OF FACE OF WALL PRODUCED ARE ALL RECTANGULAR OFFSETS

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

DENOTES CENTRELINE OF COLUMN PRODUCED

DENOTES FACE OF COLUMN PRODUCED

CP - DENOTES COMMON PROPERTY
 FM - DENOTES PROLONGATION OF FACE OF WALL
 (P) - DENOTES STRATA PLAN 99270
 T - DENOTES TERRACE
 V - DENOTES VISITOR CARSPACE

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

Surveyor: PHILIP ANDREW WYPER
 Date: 2/04/2019
 Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

L.G.A.: BAYSIDE
 Locality: MASCOT
 Reduction Ratio: 1 : 400
 Lengths are in metres

REGISTERED
 7/05/2019

SP99367

FLOOR PLAN GROUND LEVEL

DIAGRAM G1

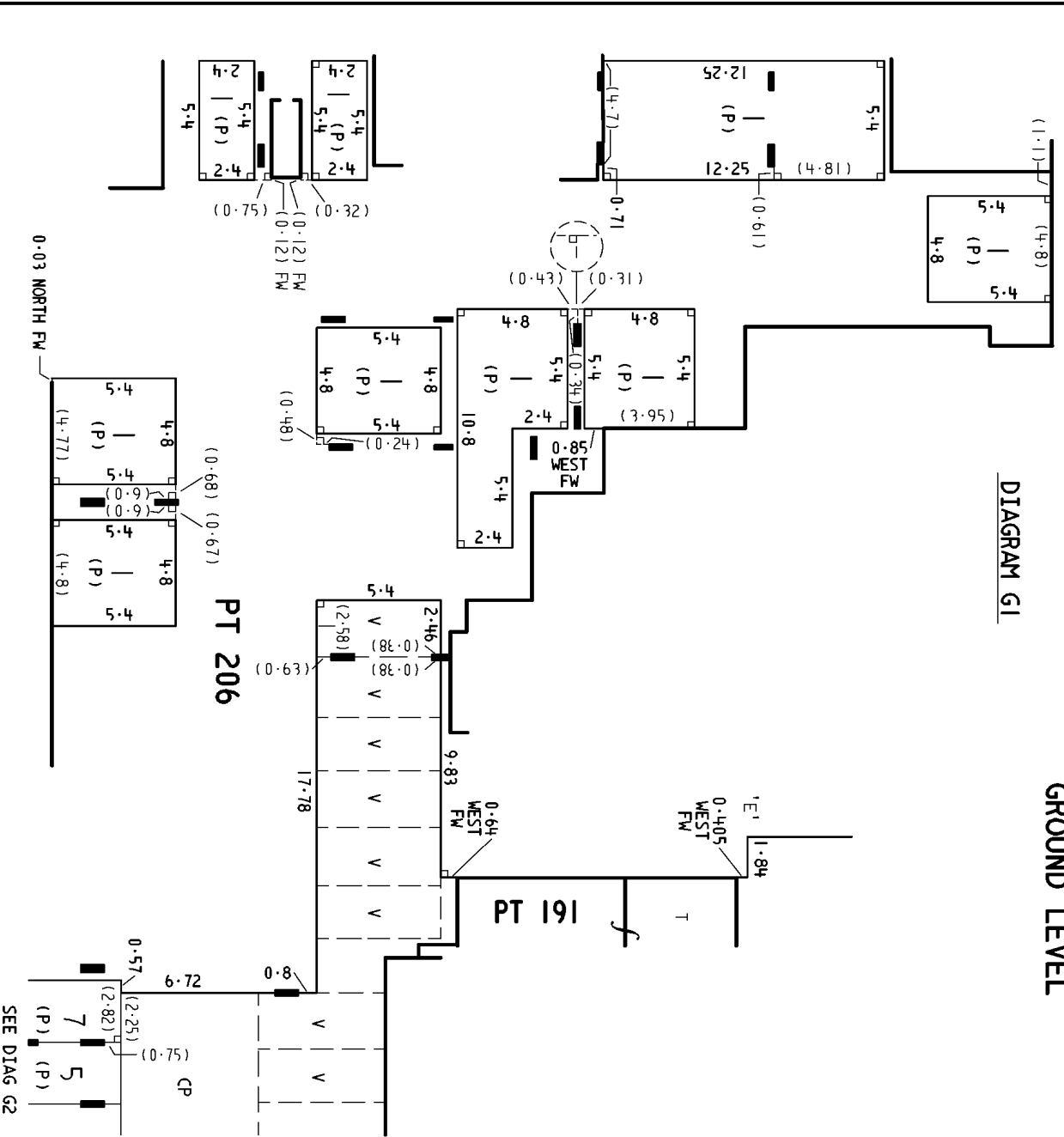
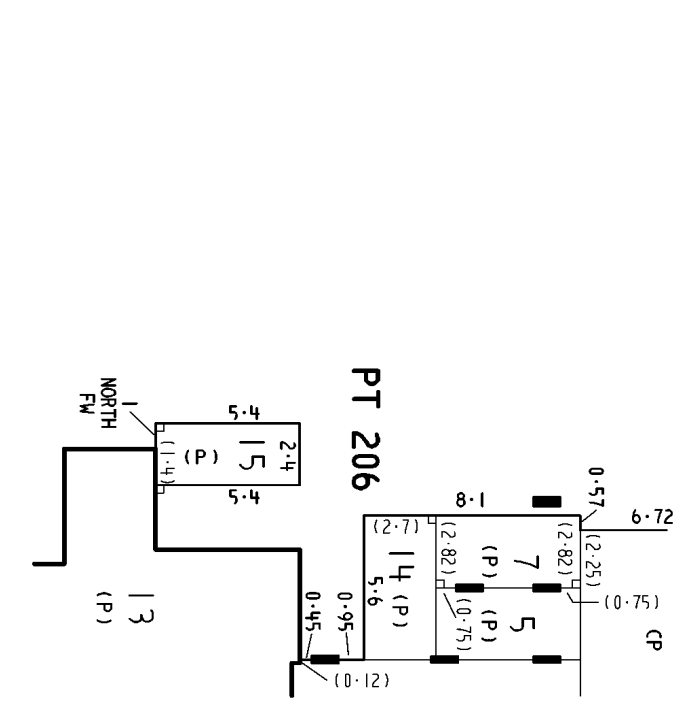


DIAGRAM G2



SEE DIAG G2

Surveyor: PHILIP ANDREW WYPER
 Date: 2/04/2019
 Reference: 42273-23085D

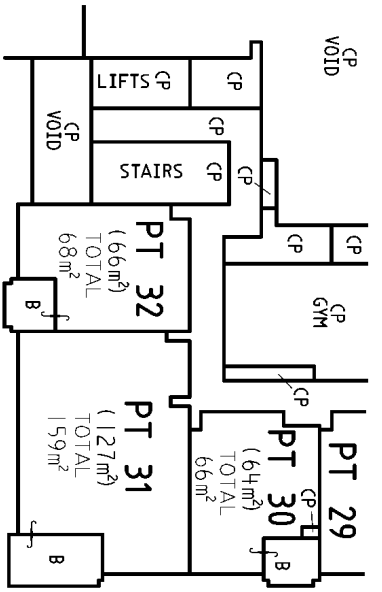
PLAN OF STRATA PLAN OF SUBDIVISION OF
 LOT 16 IN SP99270

L.G.A.: BAYSIDE
 Locality: MASCOT
 Reduction Ratio: 1 : 200
 Lengths are in metres

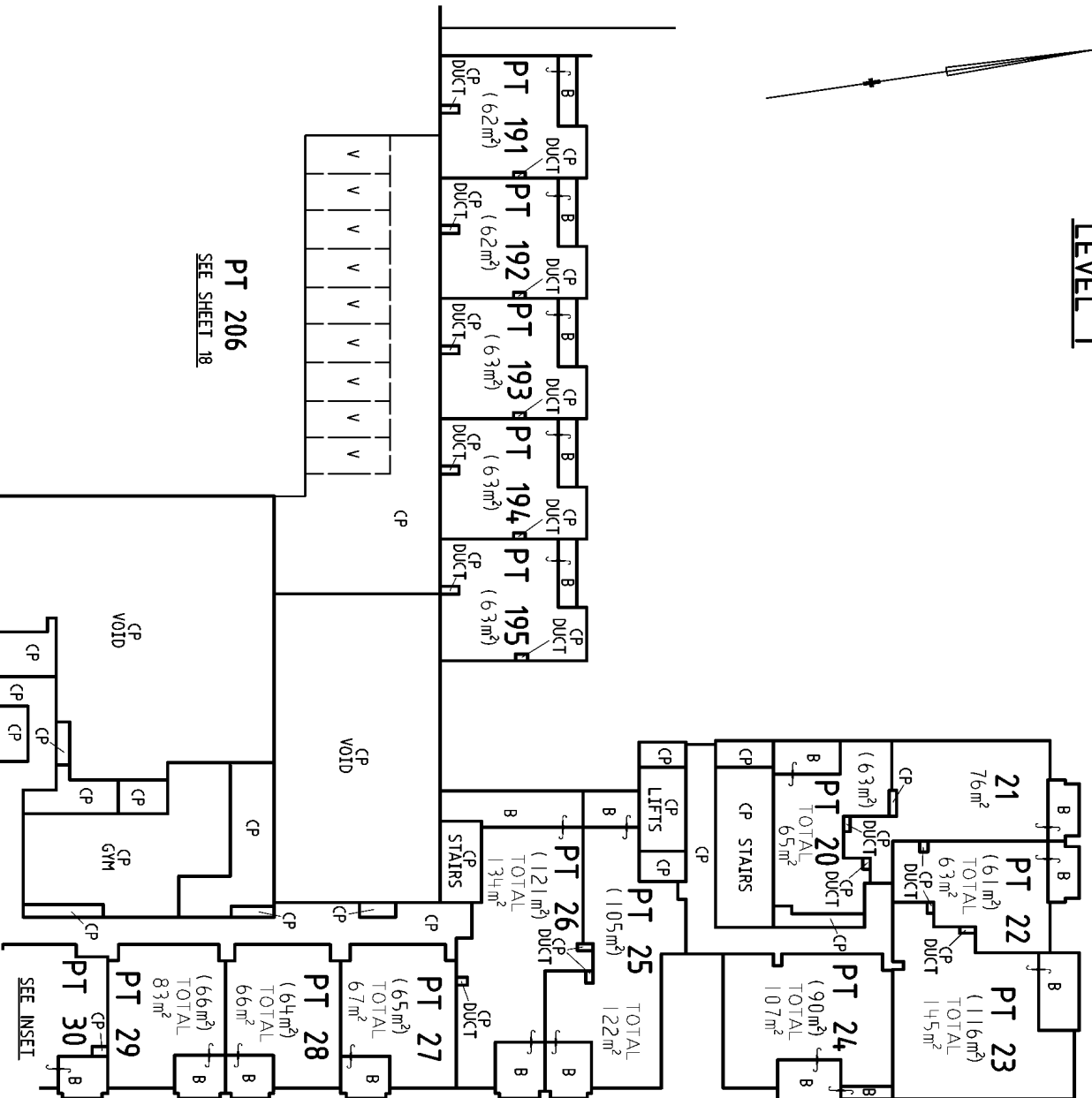
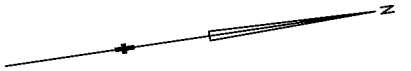
REGISTERED
 7/05/2019

SP99367

INSET



FLOOR PLAN LEVEL 1



PT 206
SEE SHEET 18

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

LOT 206 IS A DEVELOPMENT LOT

AREAS ARE APPROXIMATE ONLY

CP - DENOTES COMMON PROPERTY
B - DENOTES COVERED BALCONY
V - DENOTES VISITOR CARSPACE

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

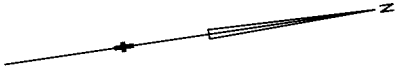
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 300
Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN LEVEL 1



DEVELOPMENT LOT CORNERS 'A' TO 'E' ARE DEFINED ON GROUND LEVEL (SEE SHEET 15)

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

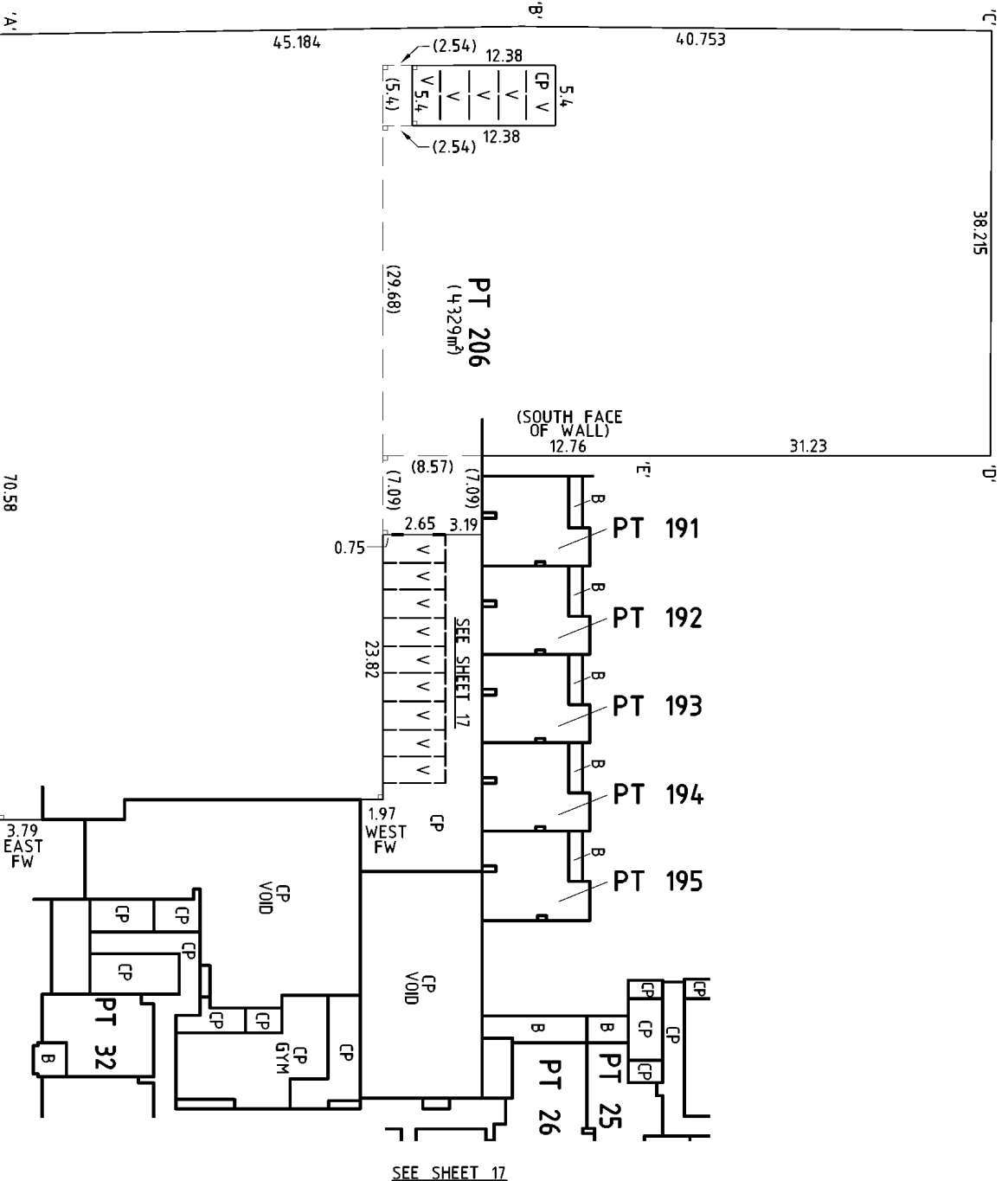
LOT 206 IS A DEVELOPMENT LOT

AREAS ARE APPROXIMATE ONLY

- FW - DENOTES PROLONGATION OF FACE OF WALL
- CP - DENOTES COMMON PROPERTY
- V - DENOTES VISITOR CARSPACE
- B - DENOTES BALCONY

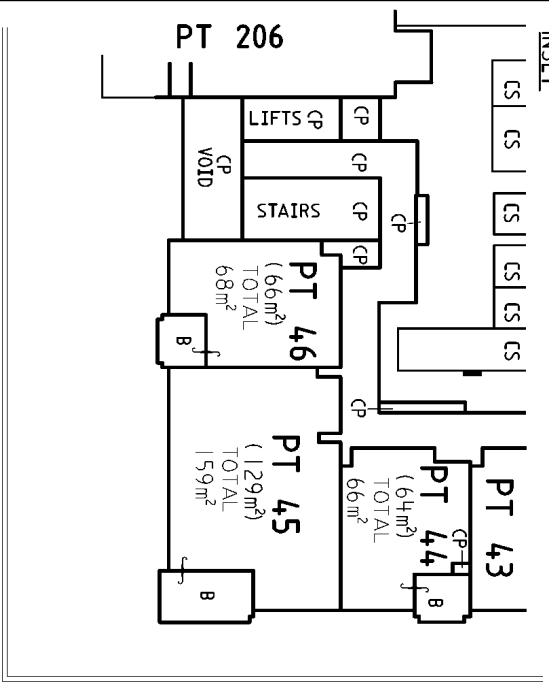
DENOTES CENTRELINE OF COLUMN PRODUCED

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

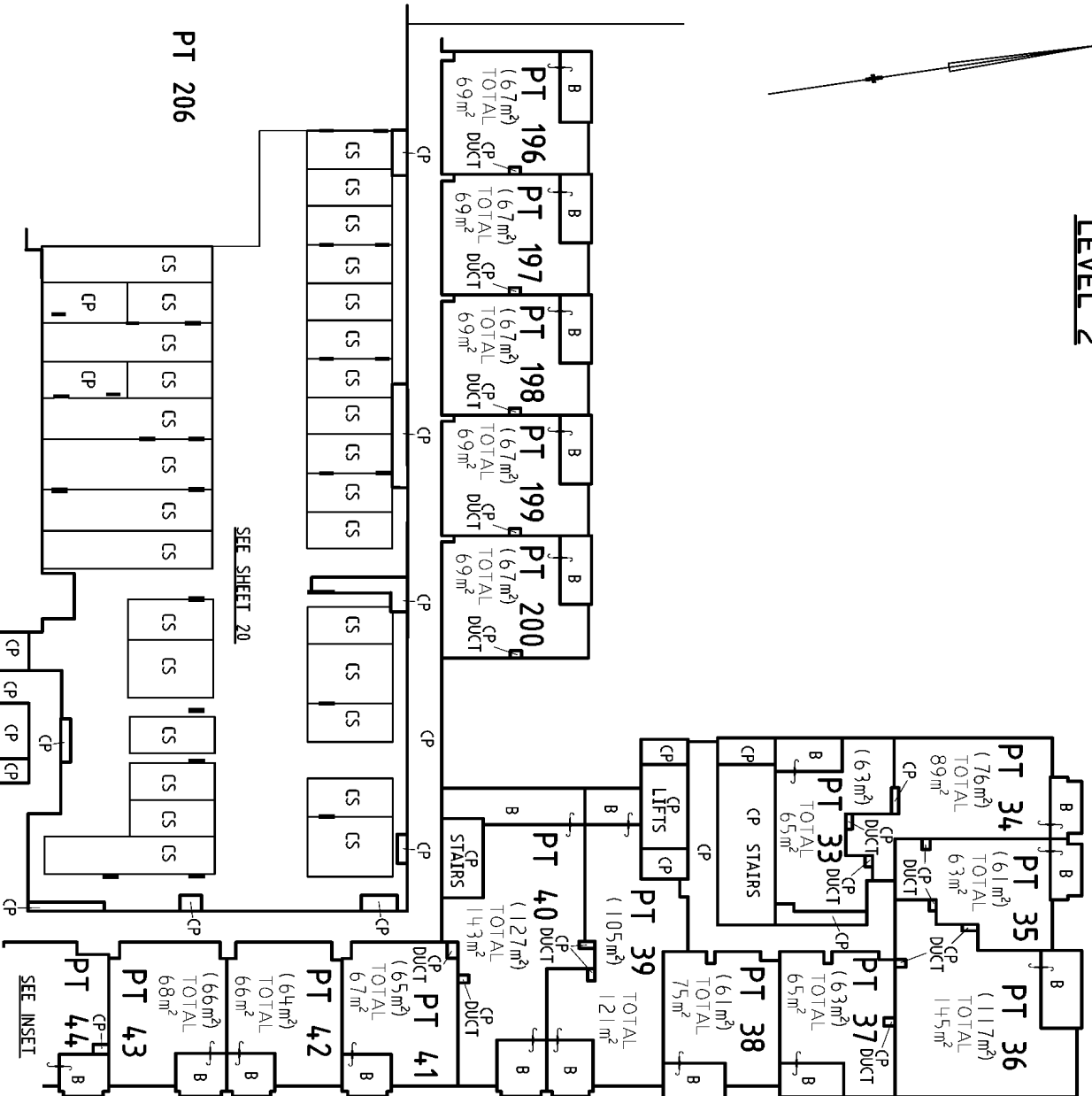
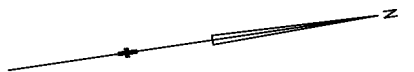


<p>Surveyor: PHILIP ANDREW WYPER</p> <p>Date: 2-04-2019</p> <p>Reference: 42273-23085D</p>	<p>PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270</p>	<p>LGA: BAYSIDE</p> <p>Locality: MASCOT</p> <p>Reduction Ratio 1 : 400</p> <p>Lengths are in metres</p>
<p>Registered:</p> <p>7/05/2019</p>		<p>SP99367</p>

INSET



FLOOR PLAN LEVEL 2



SEE SHEET 21

SEE SHEET 20

SEE INSET

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

LOT 206 IS A DEVELOPMENT LOT

AREAS ARE APPROXIMATE ONLY

CP - DENOTES COMMON PROPERTY
 CS - DENOTES CARSPAGE
 B - DENOTES COVERED BALCONY
 ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

Surveyor: PHILIP ANDREW WYPER

Date: 2-04-2019

Reference: 42273-23085D

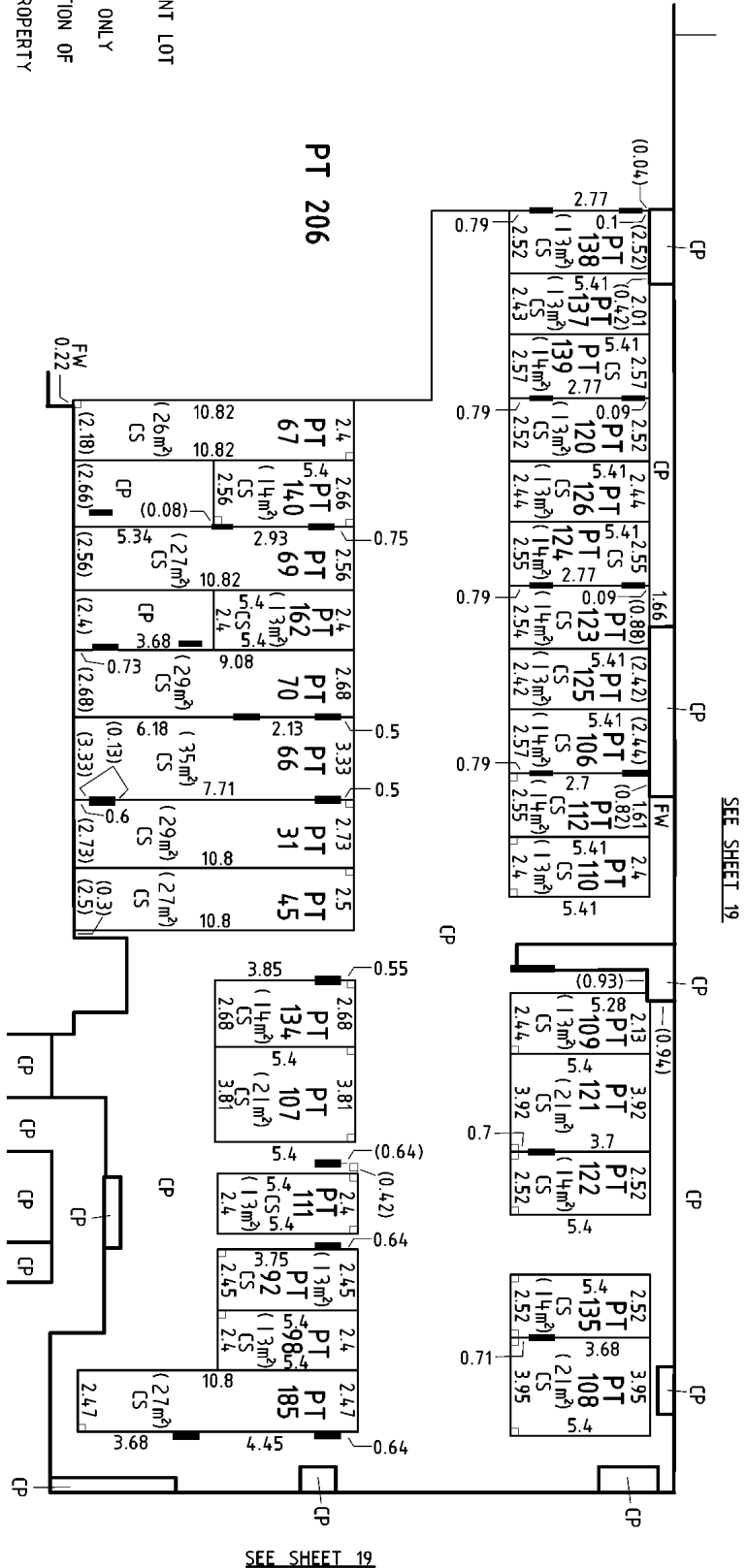
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: BAYSIDE
 Locality: MASCOT
 Reduction Ratio 1 : 300
 Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN LEVEL 2



LOT 206 IS A DEVELOPMENT LOT

AREAS ARE APPROXIMATE ONLY

FW - DENOTES PROLONGATION OF FACE OF WALL

CP - DENOTES COMMON PROPERTY

CS - DENOTES CARSPACE

- DENOTES FACE OF COLUMN PRODUCED
- DENOTES CENTRELINE OF COLUMN PRODUCED

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

Surveyor: **PHILIP ANDREW WYPER**

Date: **2-04-2019**

Reference: **42273-23085D**

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**

Locality: **MASCOT**

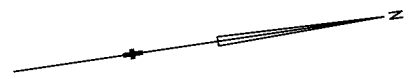
Reduction Ratio 1 : 200

Registered: 7/05/2019

SP99367

Lengths are in metres

FLOOR PLAN LEVEL 2



DEVELOPMENT LOT CORNERS 'A' TO 'E' ARE DEFINED ON GROUND LEVEL (SEE SHEET 15)

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELNE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELNE OF ITS CEILING SLAB OR PROLONGATION THEREOF

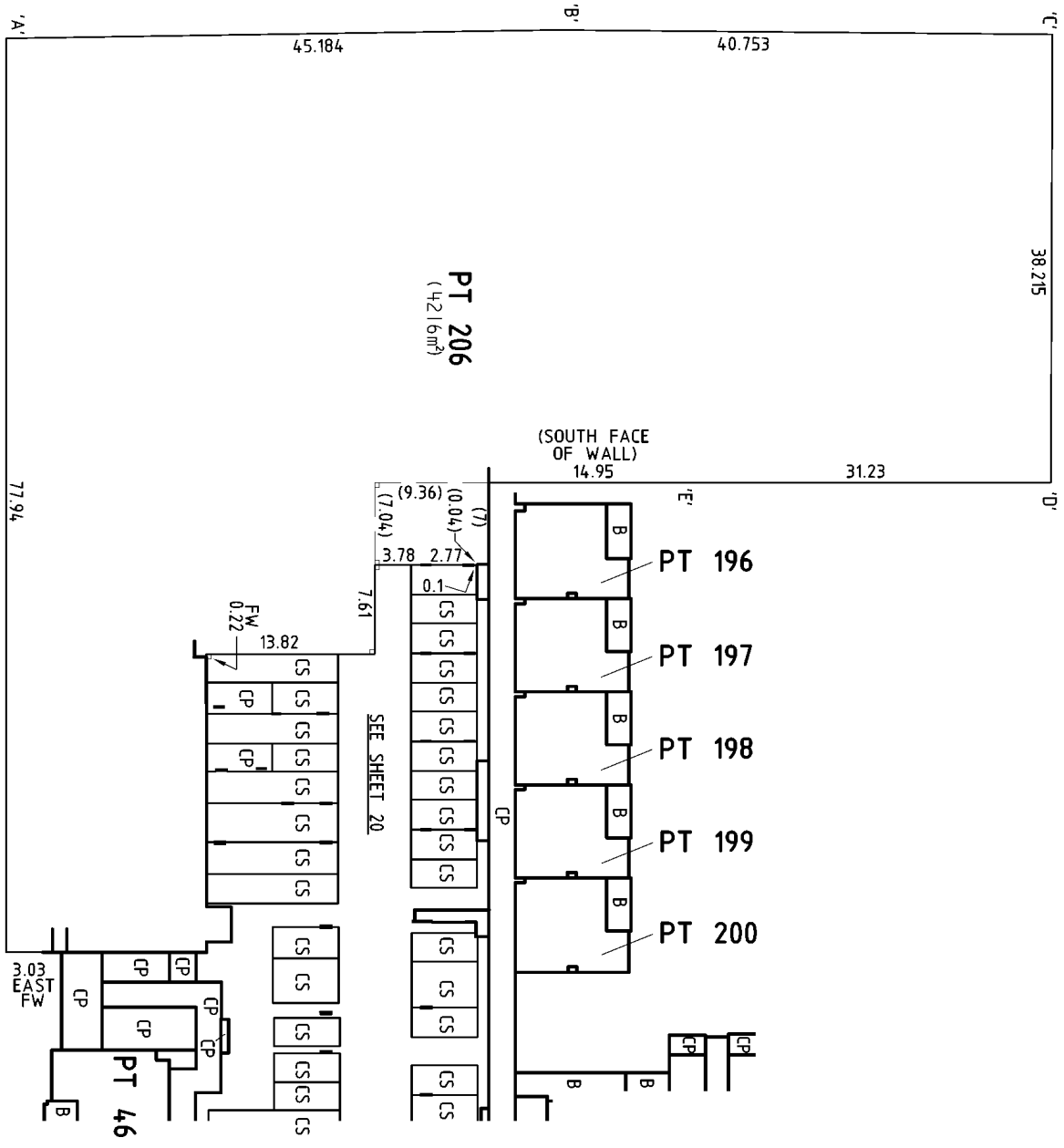
LOT 206 IS A DEVELOPMENT LOT

AREAS ARE APPROXIMATE ONLY

- FW - DENOTES PROLONGATION OF FACE OF WALL
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPACE
- B - DENOTES BALCONY

- DENOTES FACE OF COLUMN PRODUCED
- DENOTES CENTRELNE OF COLUMN PRODUCED

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY



Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

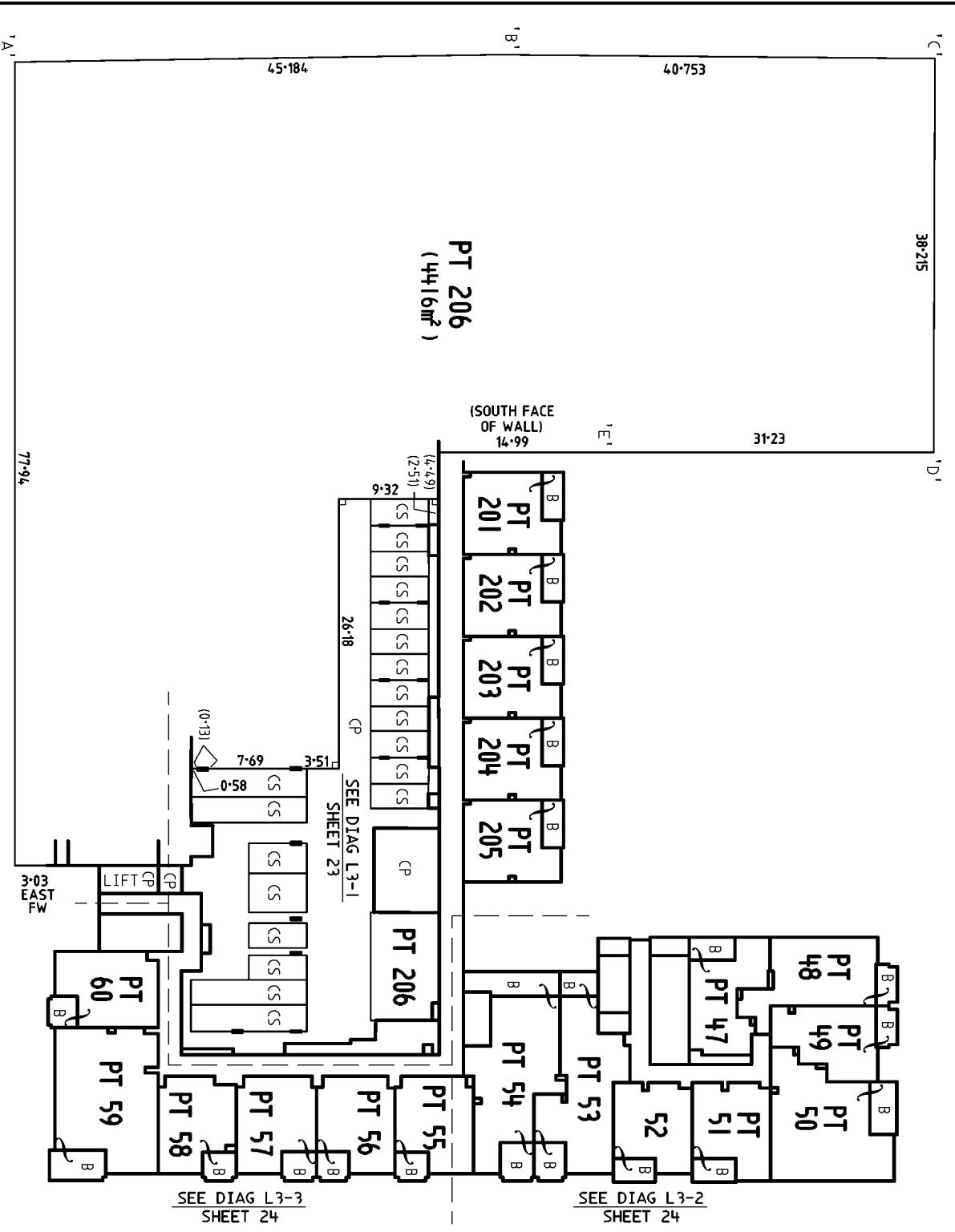
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 400
 Lengths are in metres

Registered:
 7/05/2019

SP99367

FLOOR PLAN LEVEL 3



DEVELOPMENT LOT CORNERS 'A' TO 'E' ARE DEFINED ON GROUND LEVEL (SEE SHEET 15)
 LOT 206 IS A DEVELOPMENT LOT

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

■ DENOTES CENTRELINE OF COLUMN PRODUCED

B - DENOTES BALCONY
 CS - DENOTES CARSPACE
 FW - DENOTES PROLONGATION OF FACE OF WALL
 CP - DENOTES COMMON PROPERTY

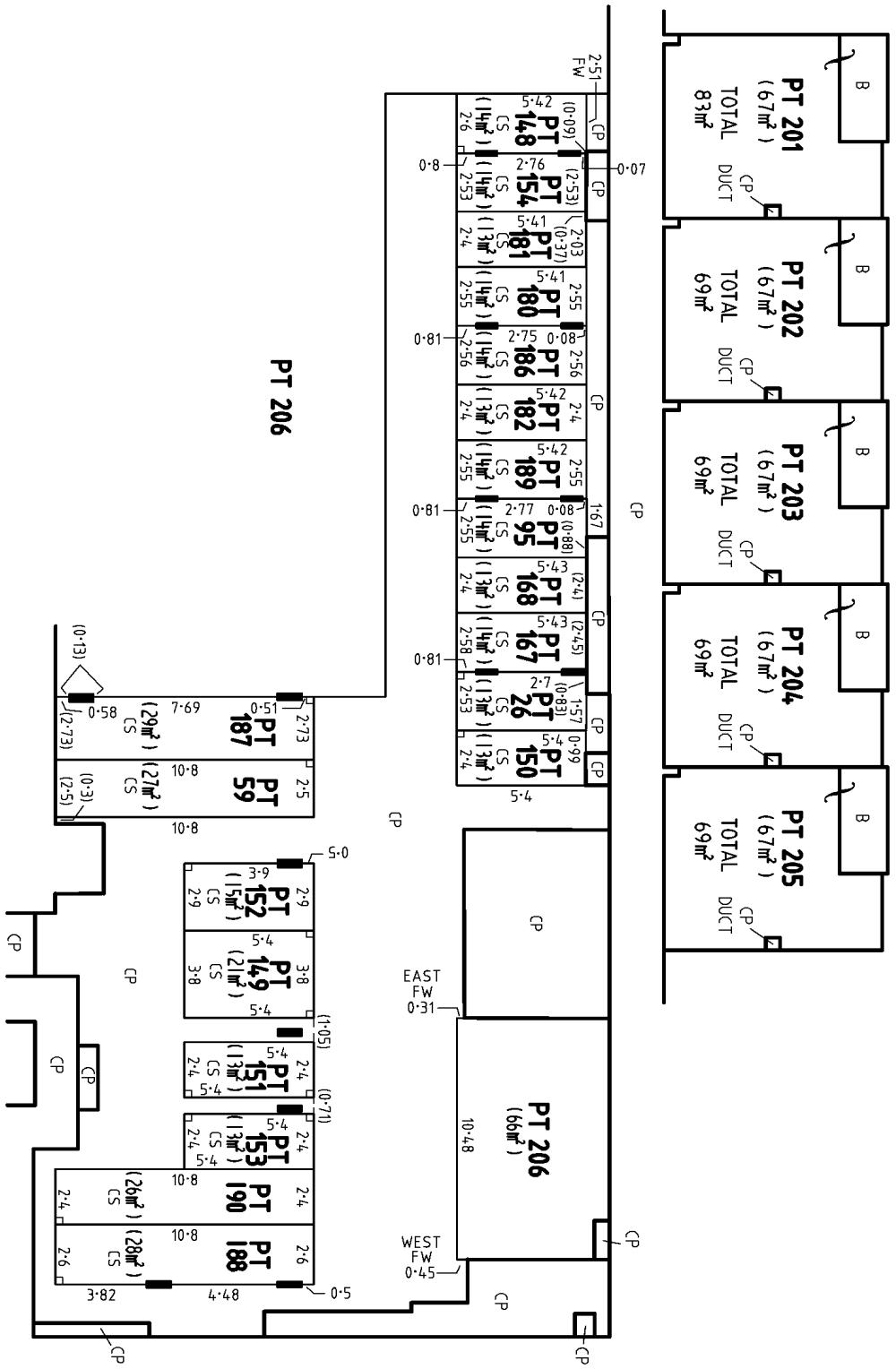
ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY
 AREAS ARE APPROXIMATE ONLY



Surveyor: PHILIP ANDREW WYPER Date: 2/04/2019 Reference: 42273-23085D	PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270	L.G.A.: BAYSIDE Locality: MASCOT Reduction Ratio: 1 : 400 Lengths are in metres
REGISTERED		7/05/2019
SP99367		

FLOOR PLAN LEVEL 3

DIAGRAM L3-1



TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

THE STRATUM OF THE CARSPACES & BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

LOT 206 IS A DEVELOPMENT LOT

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

■ DENOTES CENTRELINE OF COLUMN PRODUCED

B - DENOTES BALCONY
CS - DENOTES CARSPACE
FW - DENOTES PROLONGATION OF FACE OF WALL
CP - DENOTES COMMON PROPERTY

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY

Surveyor: PHILLIP ANDREW WYPER
Date: 2/04/2019
Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

L.G.A.: BAYSIDE
Locality: MASCOT
Reduction Ratio: 1 : 200
Lengths are in metres



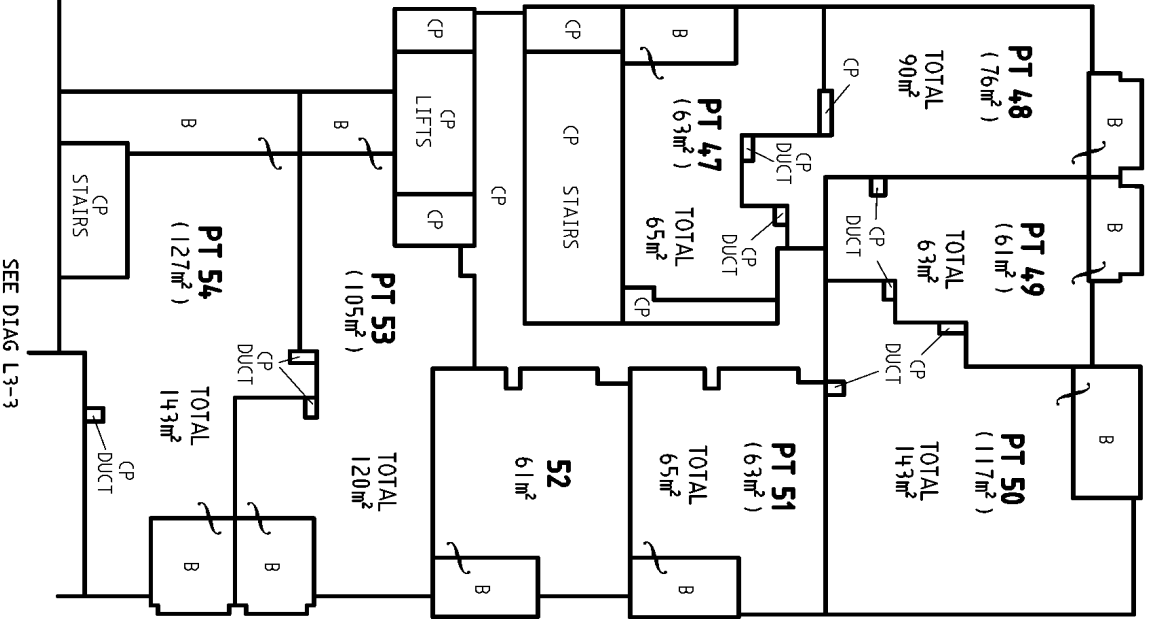
REGISTERED

SP99367

DIAGRAM L3-2

FLOOR PLAN LEVEL 3

DIAGRAM L3-3



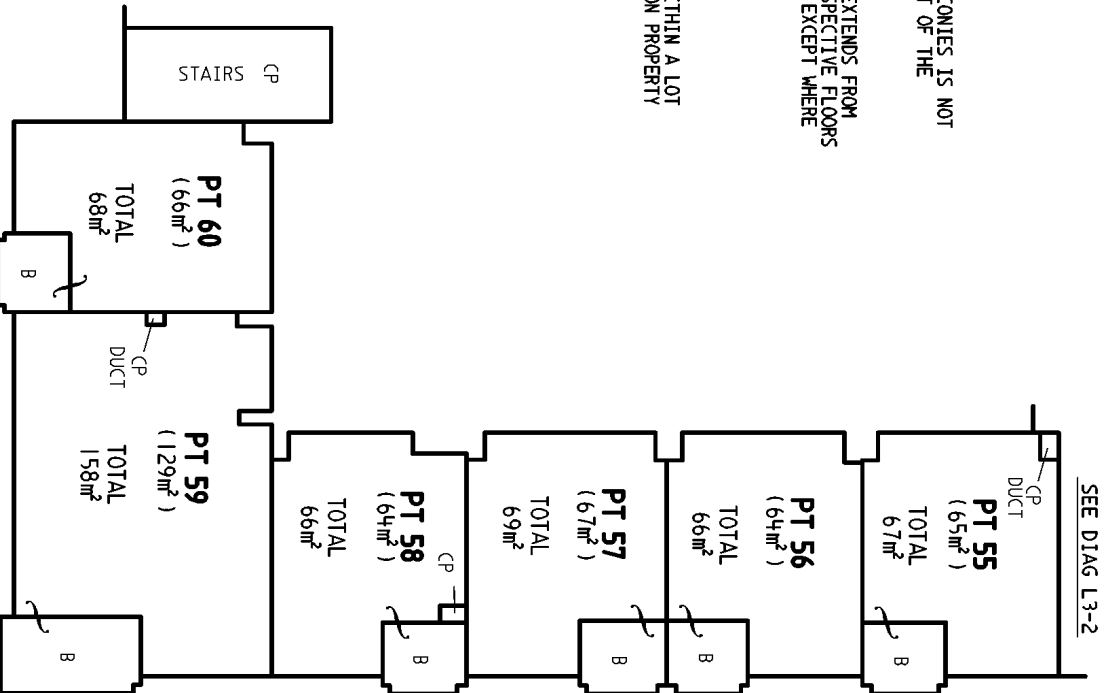
SEE DIAG L3-3

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

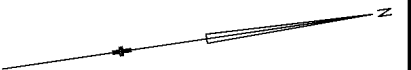
THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY AREAS ARE APPROXIMATE ONLY



SEE DIAG L3-2



Surveyor: PHILIP ANDREW WYPER
Date: 2/04/2019
Reference: 42273-23085D

PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

L.G.A.: BAYSIDE

Locality: MASCOT

Reduction Ratio: 1 : 200

Lengths are in metres

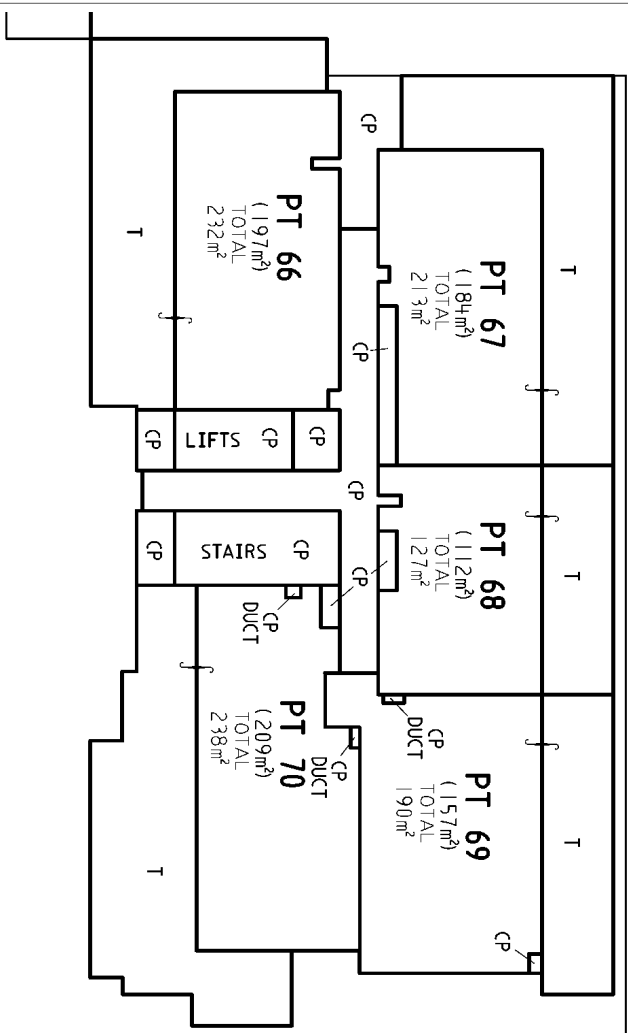
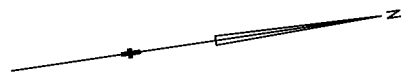
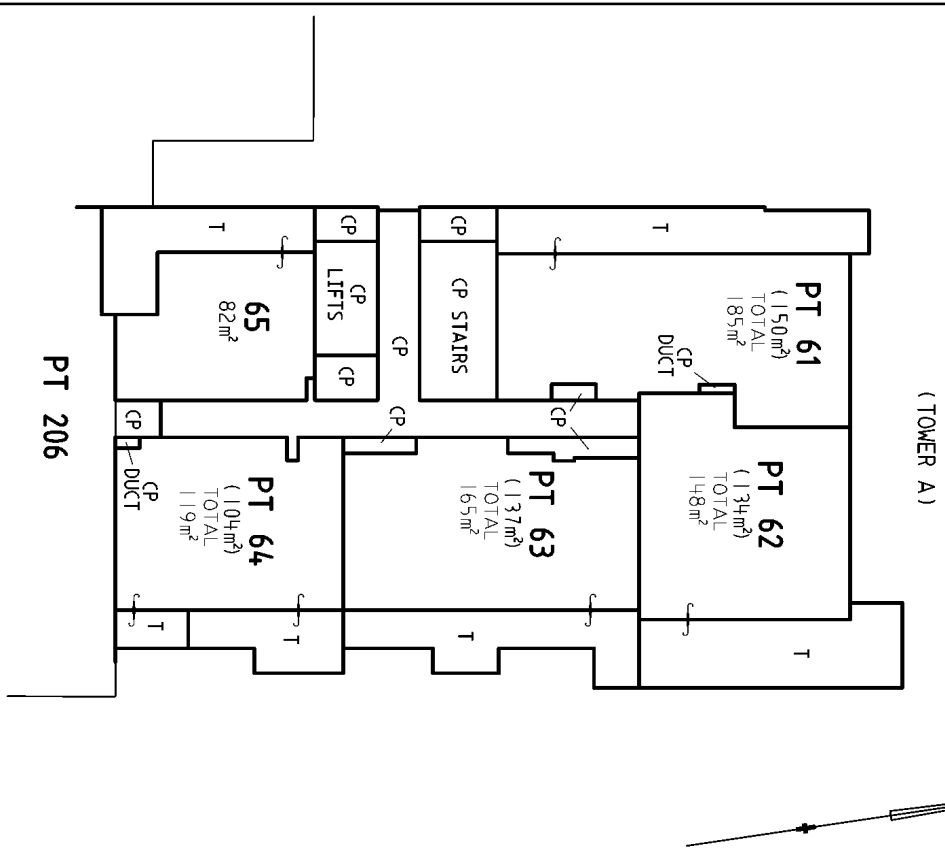
REGISTERED



7/05/2019

SP99367

FLOOR PLAN
LEVEL 4
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
CP - DENOTES COMMON PROPERTY
T - DENOTES TERRACE

THE STRATUM OF THE TERRACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS
ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

PAVING OR TILING FIXED TO THE CONCRETE FLOOR SLABS OF THE TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT
TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

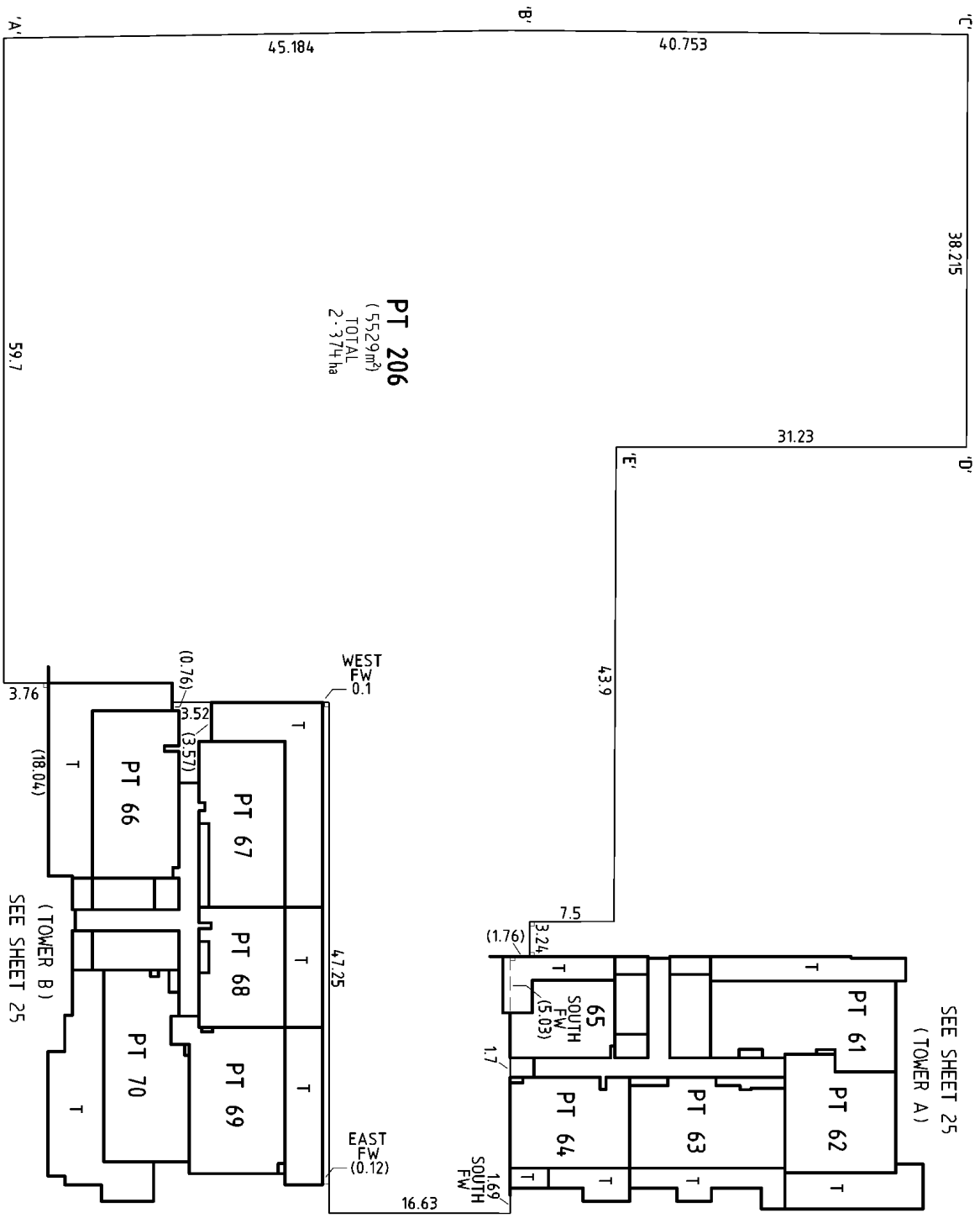
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 250
Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN LEVEL 4



PT 206
 (5529m²)
 TOTAL
 2.374ha

DEVELOPMENT LOT CORNERS 'A' TO 'E' ARE DEFINED ON GROUND LEVEL (SEE SHEET 15)

THE STRATUM OF PART LOT 206 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO 35 METRES ABOVE THE SAID CENTRELINE OR PROLONGATION THEREOF

LOT 206 IS A DEVELOPMENT LOT

AREAS ARE APPROXIMATE ONLY


FW - DENOTES PROLONGATION OF FACE OF WALL
 T - DENOTES TERRACE

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

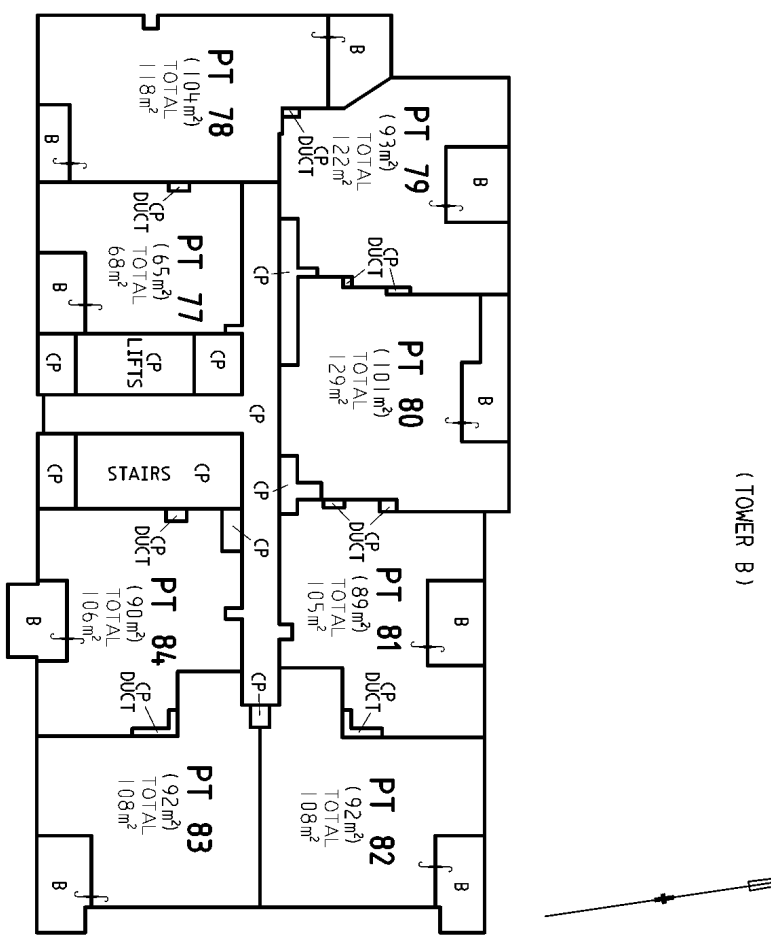
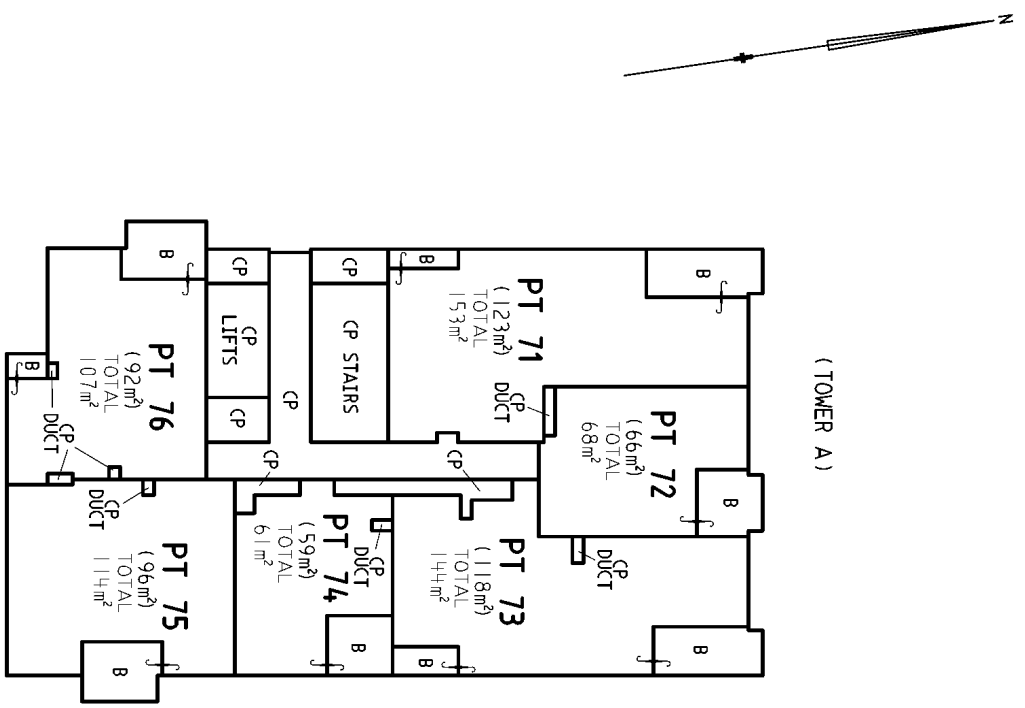
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 400
 Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN
LEVEL 5
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
CP... DENOTES COMMON PROPERTY
B... DENOTES COVERED BALCONY

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

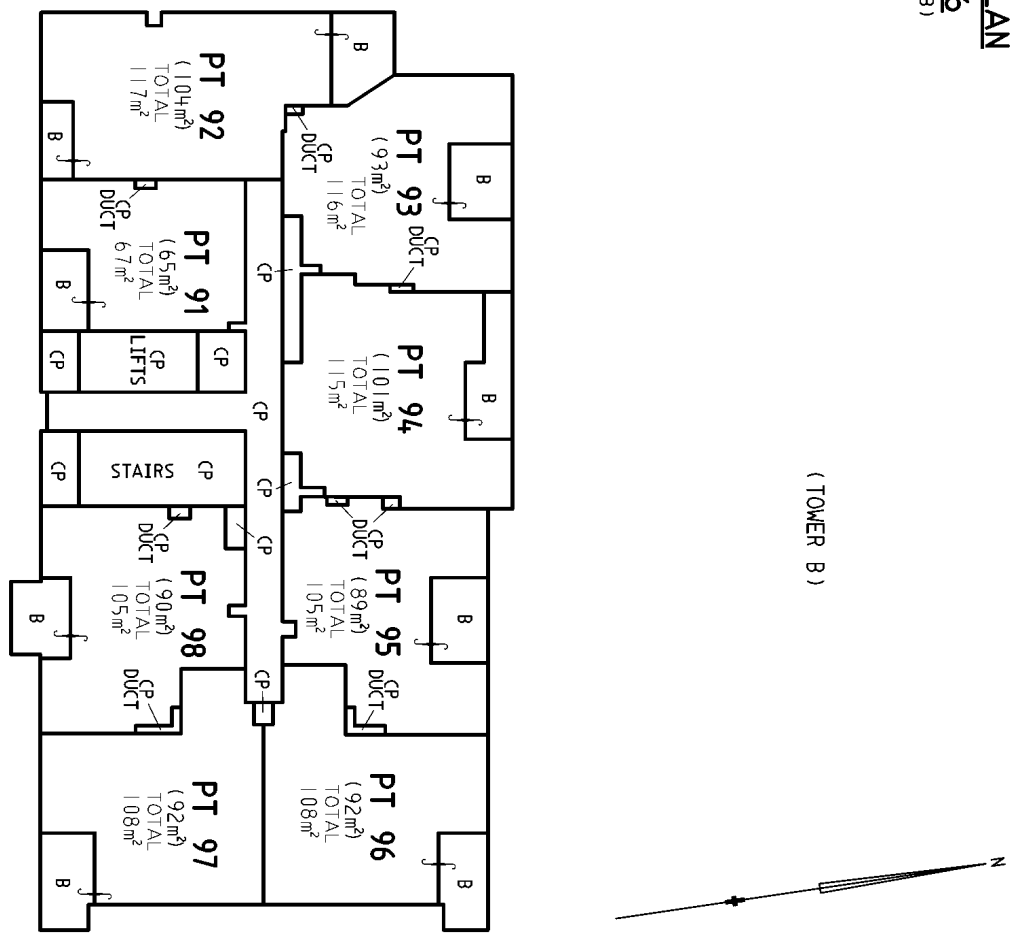
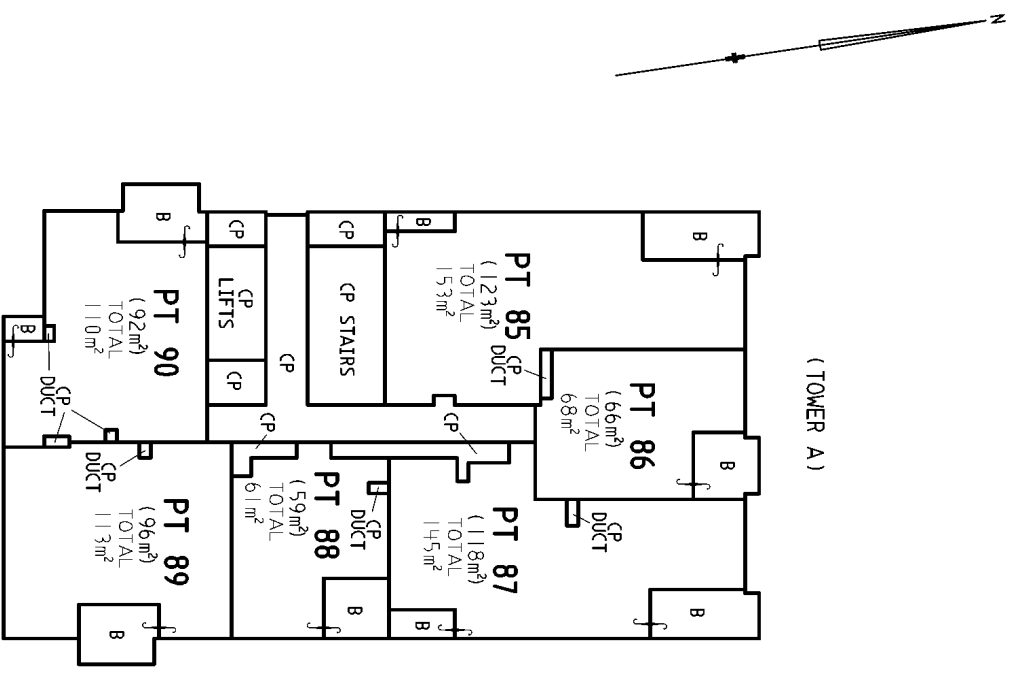
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 250
Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN
LEVEL 6
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
CP... DENOTES COMMON PROPERTY
B... DENOTES COVERED BALCONY

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

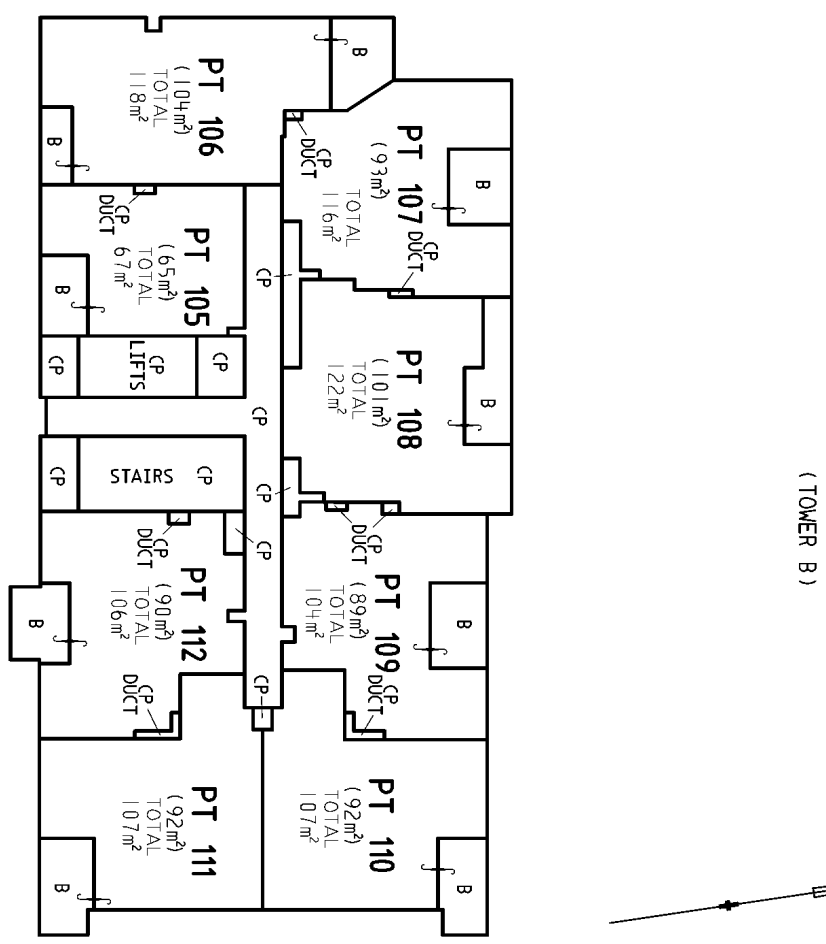
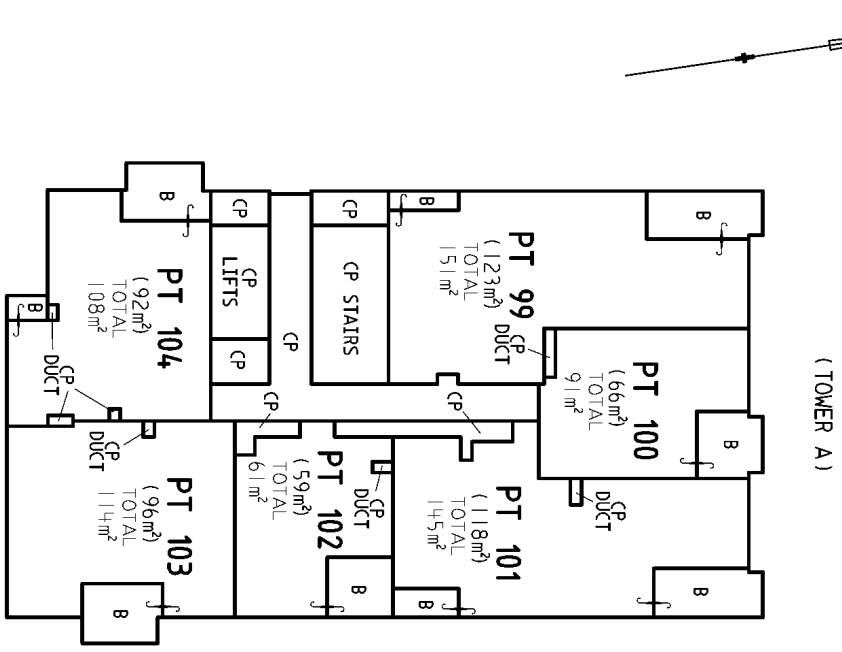
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 250
Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN
LEVEL 7
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
 CP... DENOTES COMMON PROPERTY
 B... DENOTES COVERED BALCONY


ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

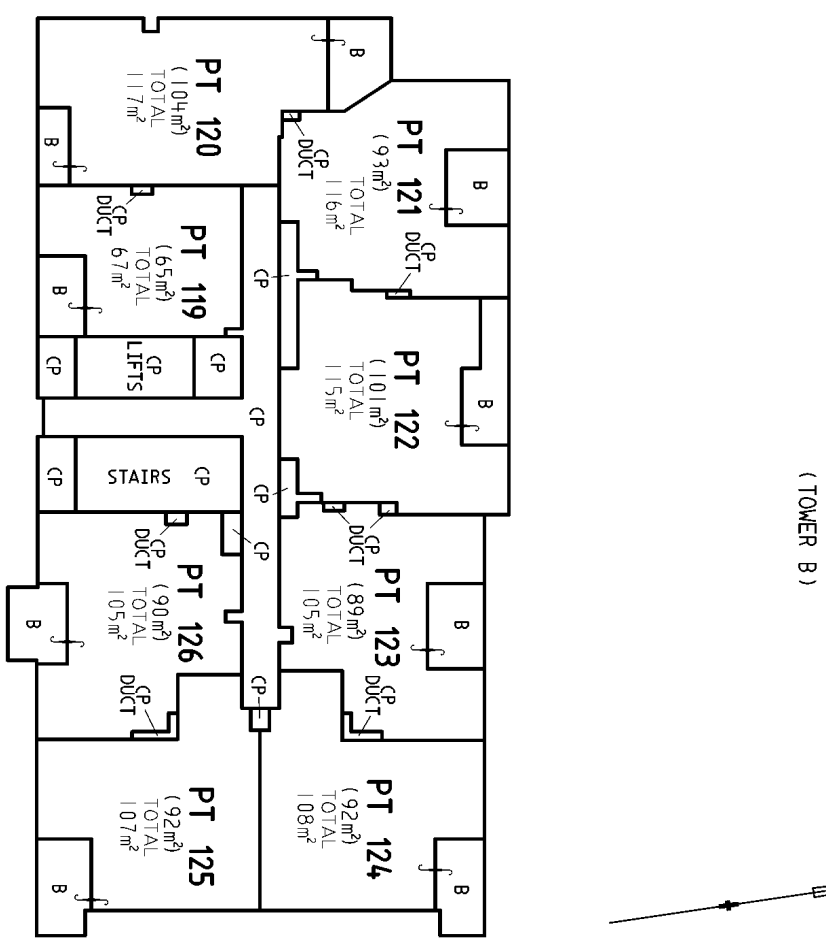
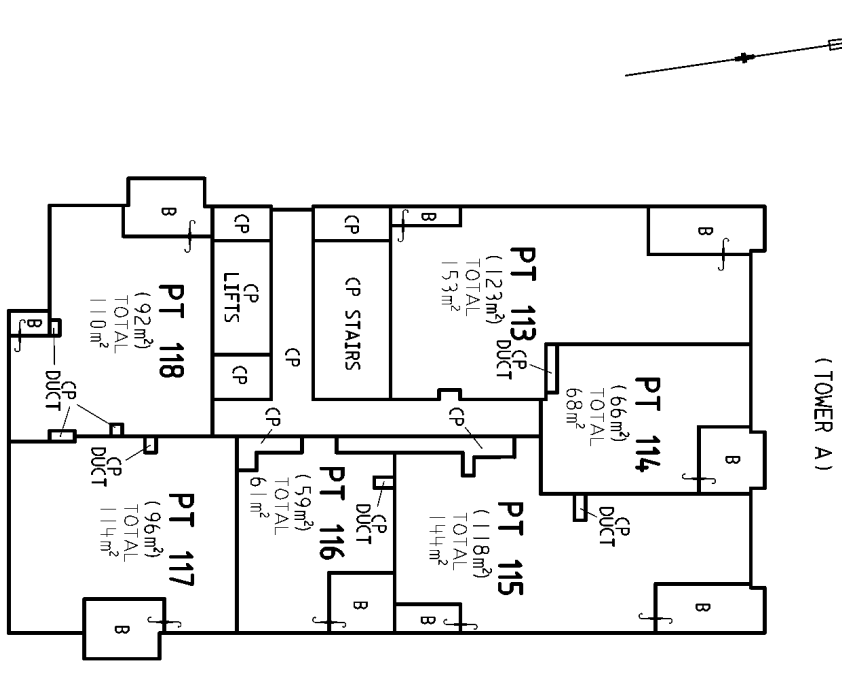
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 250
 Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN
LEVEL 8
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY

CP... DENOTES COMMON PROPERTY
B... DENOTES COVERED BALCONY

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

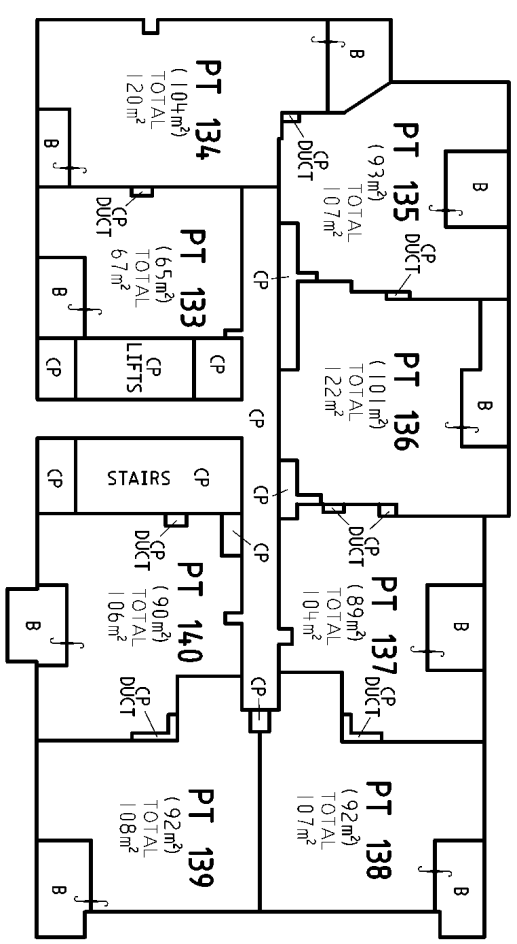
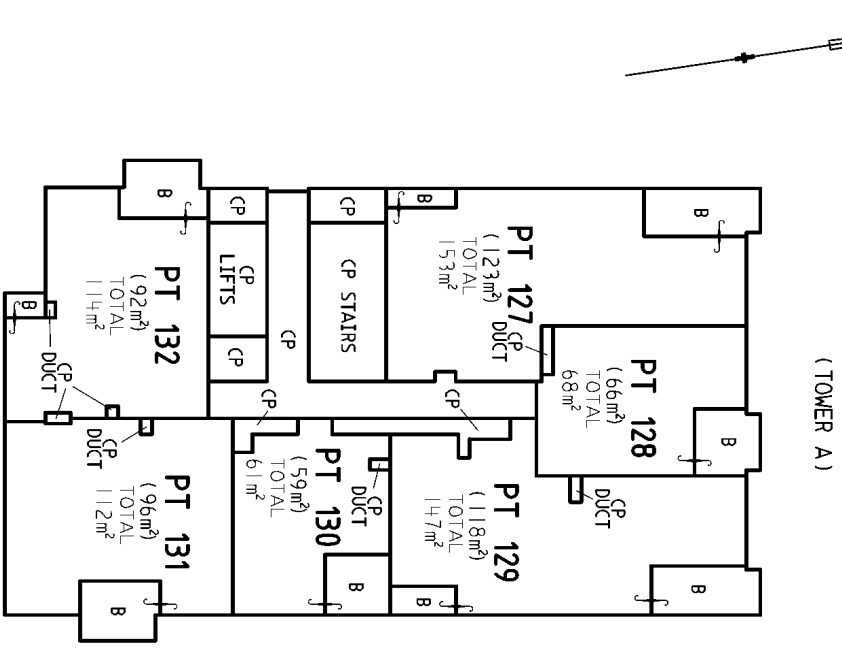
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 250
Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN
LEVEL 9
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
 CP... DENOTES COMMON PROPERTY
 B... DENOTES COVERED BALCONY

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

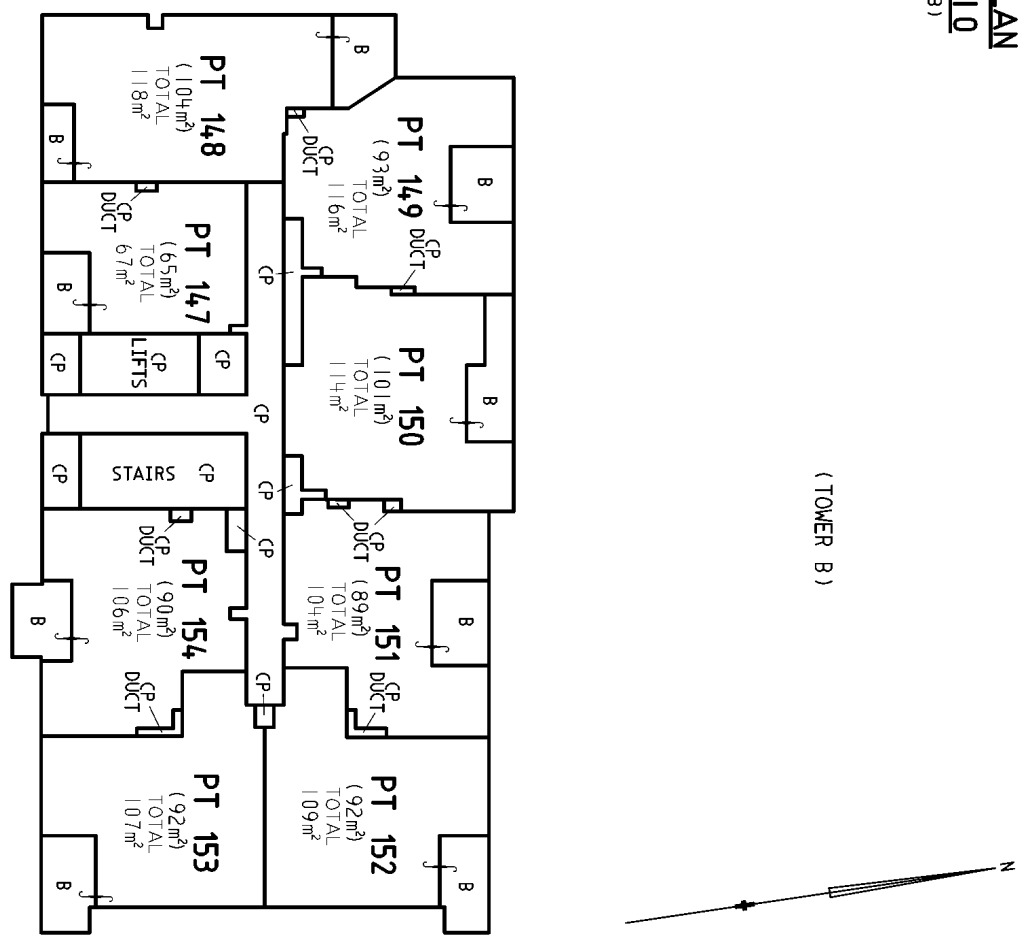
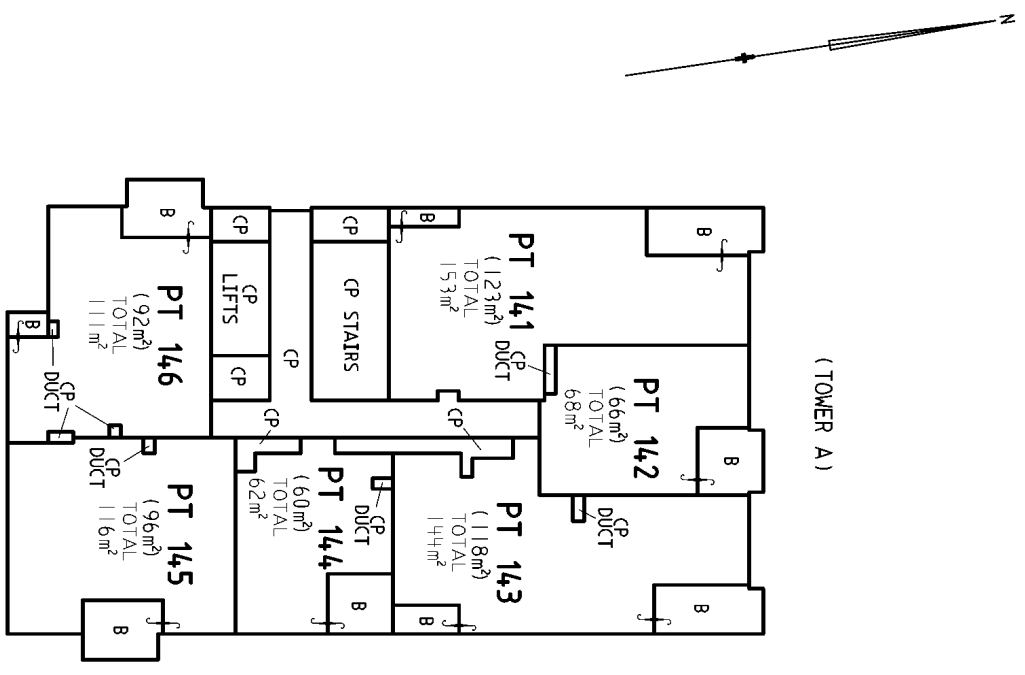
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 250
 Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN LEVEL 10 (TOWER A AND B)



AREAS ARE APPROXIMATE ONLY

CP... DENOTES COMMON PROPERTY
B... DENOTES COVERED BALCONY

ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

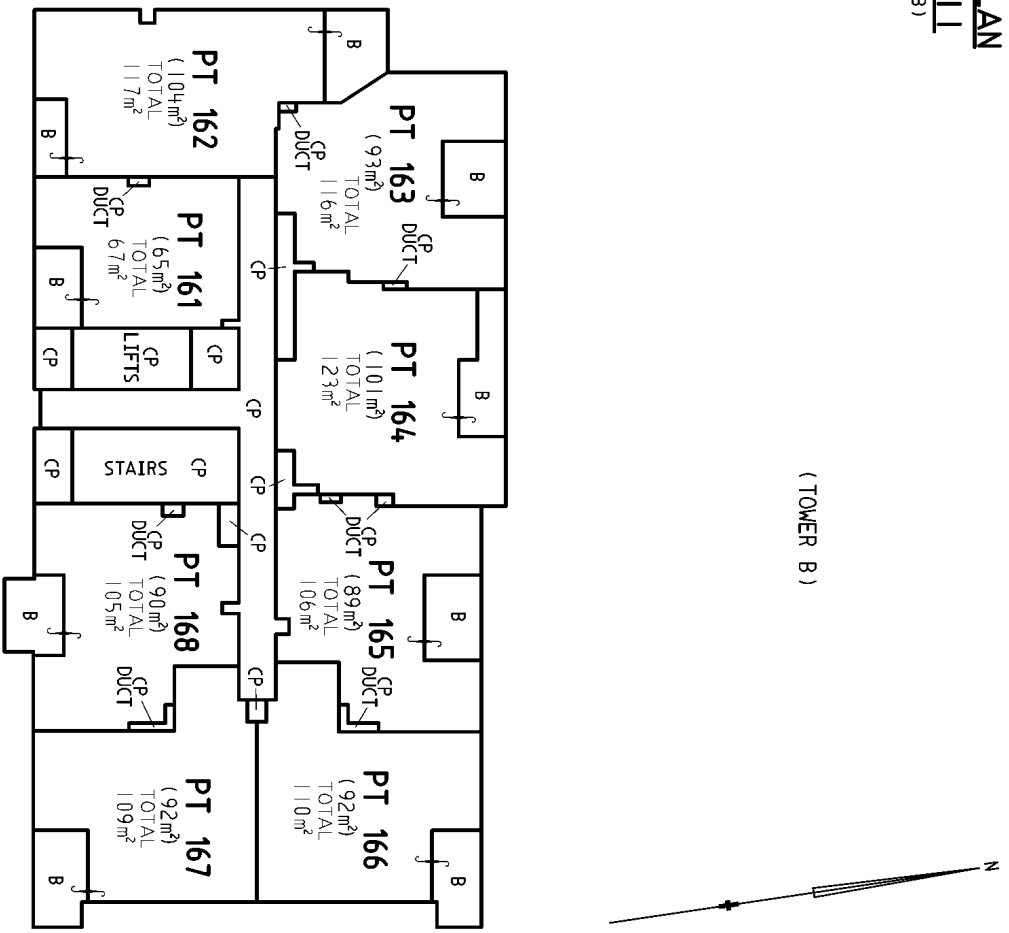
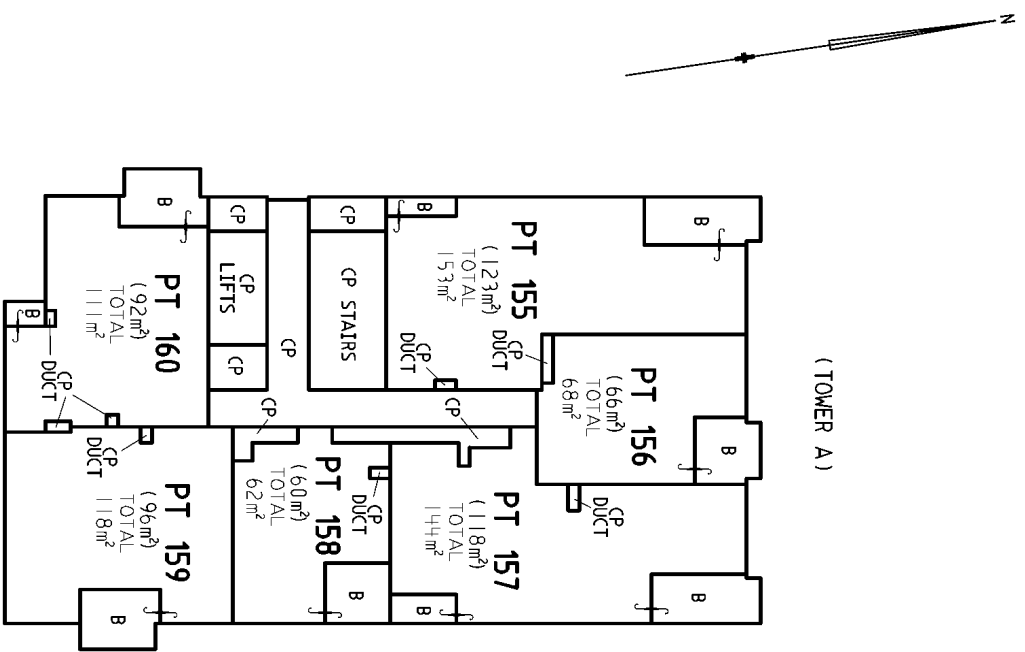
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 250
Lengths are in metres

Registered:  **7/05/2019**

SP99367

FLOOR PLAN
LEVEL 11
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
CP... DENOTES COMMON PROPERTY
B... DENOTES BALCONY

THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

THING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**

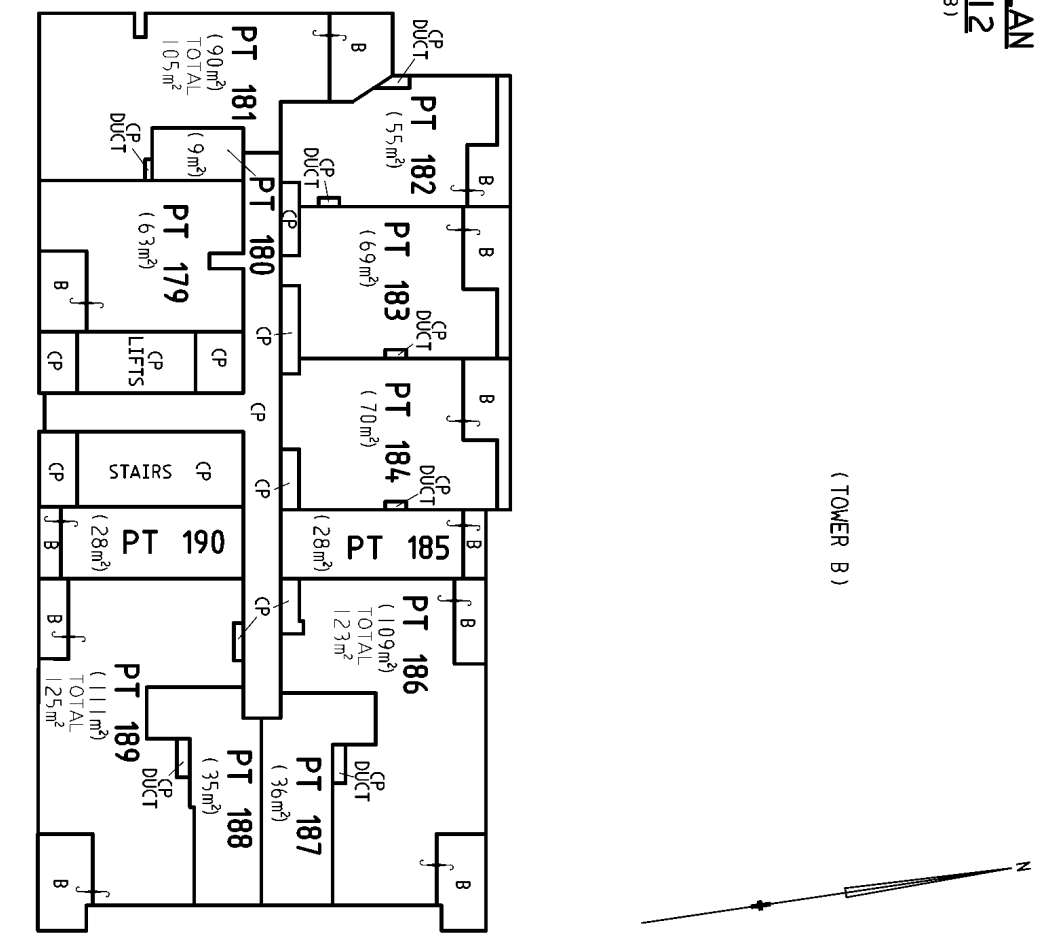
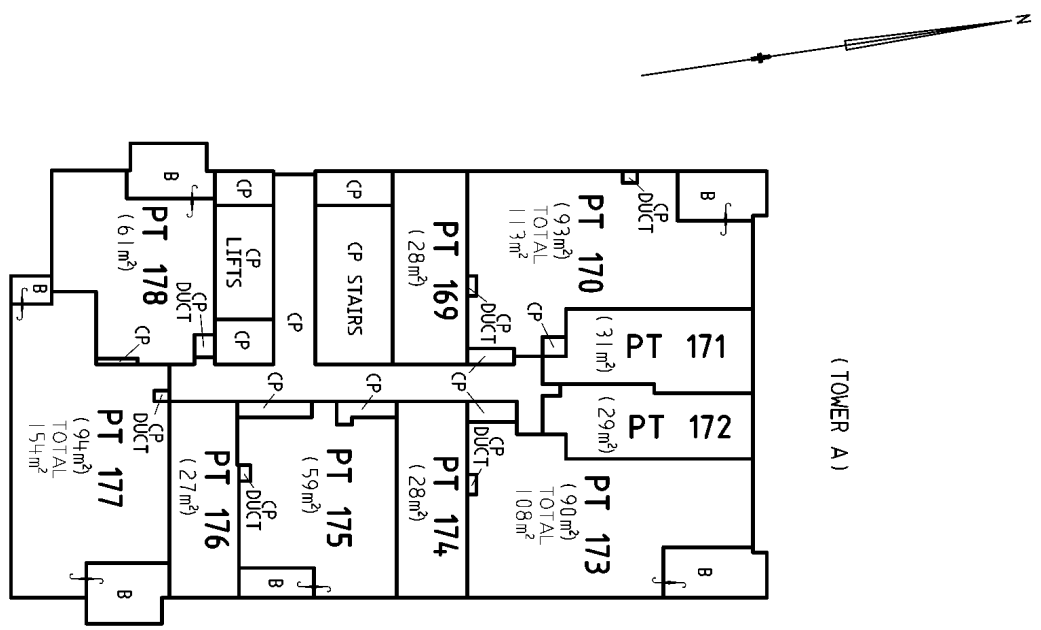
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 250
Lengths are in metres

Registered:  **7/05/2019**

SP99367

FLOOR PLAN LEVEL 12 (TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
 CP... DENOTES COMMON PROPERTY
 B... DENOTES BALCONY

THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
 Date: **2-04-2019**
 Reference: **42273-23085D**

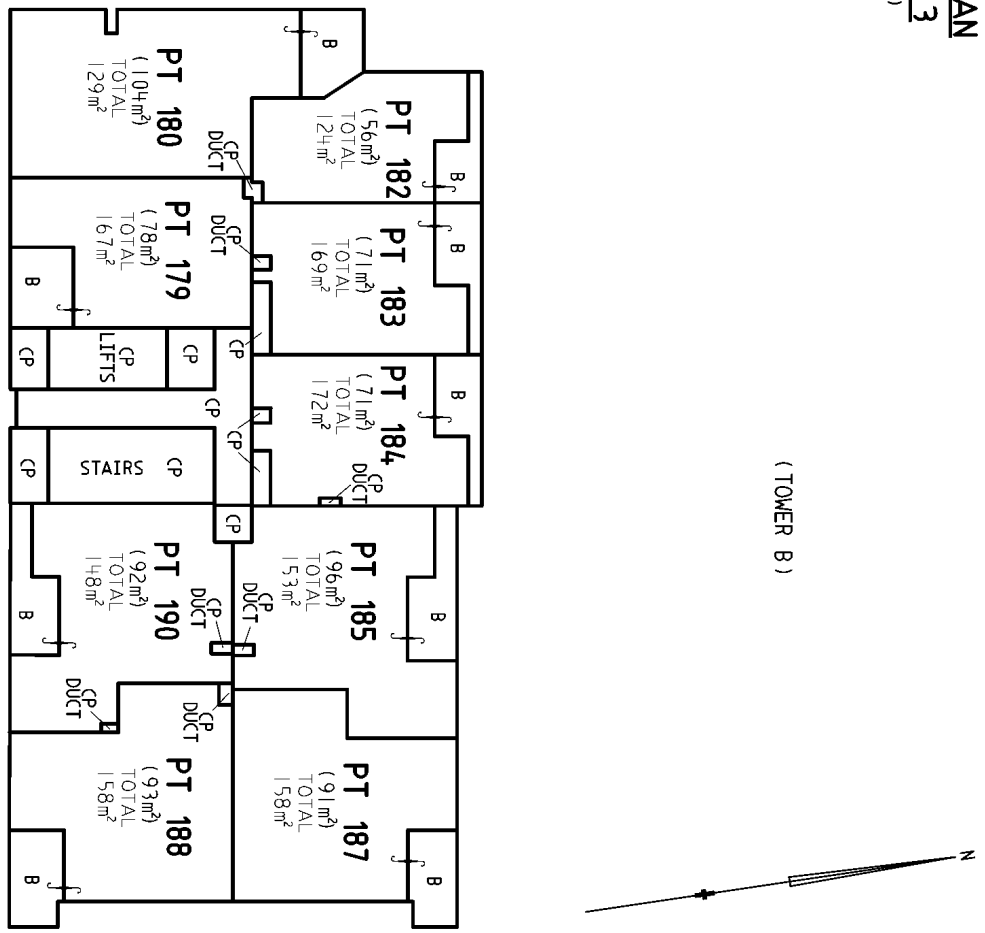
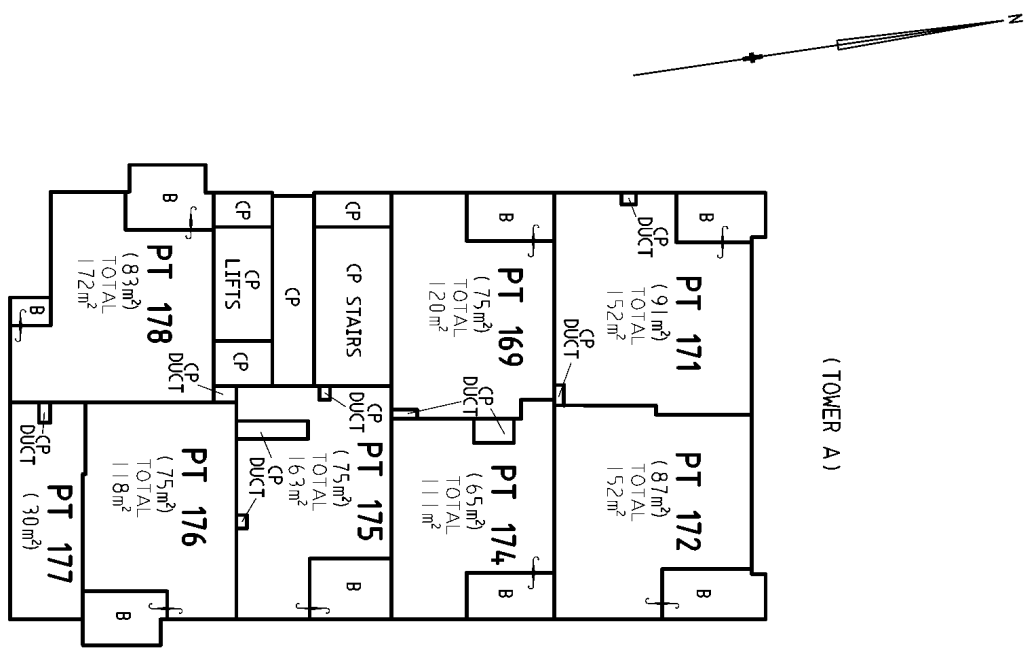
PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 250
 Lengths are in metres

Registered:  7/05/2019

SP99367

FLOOR PLAN
LEVEL 13
(TOWER A AND B)



AREAS ARE APPROXIMATE ONLY
CP... DENOTES COMMON PROPERTY
B... DENOTES BALCONY


THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS ALL DUCTS WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY, ALL DUCTS MAY NOT BE SHOWN FOR CLARITY

TILING WITHIN THE UNITS & BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

Surveyor: **PHILIP ANDREW WYPER**
Date: **2-04-2019**
Reference: **42273-23085D**


PLAN OF STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270

LGA: **BAYSIDE**
Locality: **MASCOT**
Reduction Ratio 1 : 250
Lengths are in metres

Registered:  7/05/2019

SP99367

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 10 sheet(s)
--------------	-----------------------------------------	------------------------

Office Use Only	Office Use Only
Registered:  7/05/2019	SP99367

STRATA PLAN OF SUBDIVISION OF LOT 16 IN SP99270	LGA: BAYSIDE Locality: MASCOT Parish: BOTANY County: CUMBERLAND
--------------------------------------------------------	------------------------------------------------------------------------------------------------------

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

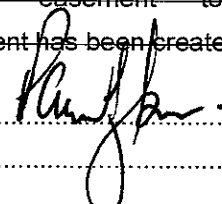
Surveyor's Certificate

I, PHILIP ANDREW WYPER.....of
 B & P SURVEYS.....,
 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: 2/04/2019

Surveyor ID: 2340

Surveyor's Reference: 42273 / 23085D

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

Strata Certificate (Accredited Certifier)

I, KEITH APPS.....being an Accredited Certifier, accreditation number BPB0012 certify that in regards to the proposed 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 or 59 *Strata Schemes Development Act 2015*.

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

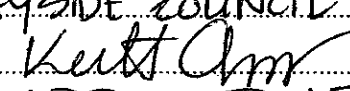
*(b) ~~The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~

*(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: 554-19

Relevant Planning Approval No.: 2016-150, 2017-1238


issued by: BAYSIDE COUNCIL

Signature: 

Date: 5 APRIL 2019

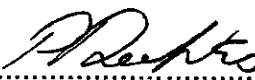
^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 10 sheet(s)
Office Use Only		Office Use Only
Registered:  7/05/2019	SP99367	

VALUER'S CERTIFICATE

I, PETER RAPTIS of LMW API N^o 67870 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 2.4.2019


SCHEDULE OF UNIT ENTITLEMENT

LOT	UE
17	7
18	63
19	40
20	36
21	43
22	38
23	65
24	52
25	54
26	57
27	36
28	36
29	41
30	36
31	64
32	36
33	37
34	48
35	38
36	66
37	37
38	41
39	54
40	58
41	37
42	37
43	37
44	37

LOT	UE
45	64
46	37
47	37
48	48
49	38
50	66
51	37
52	37
53	55
54	59
55	37
56	37
57	37
58	37
59	64
60	37
61	73
62	61
63	68
64	55
65	41
66	69
67	71
68	54
69	73
70	73
71	68
72	39

LOT	UE
73	68
74	38
75	55
76	52
77	38
78	56
79	53
80	54
81	52
82	57
83	54
84	52
85	68
86	40
87	69
88	38
89	55
90	52
91	38
92	56
93	54
94	54
95	52
96	57
97	54
98	52
99	69
100	44

LOT	UE
101	69
102	38
103	56
104	52
105	38
106	57
107	54
108	55
109	53
110	57
111	54
112	52
113	69
114	40
115	69
116	38
117	56
118	53
119	38
120	57
121	54
122	55
123	53
124	57
125	55
126	53
127	69
128	40

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 10 sheet(s)
Office Use Only		Office Use Only
Registered:  7/05/2019	SP99367	

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
- 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*

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE
129	69
130	39
131	56
132	53
133	39
134	57
135	54
136	55
137	53
138	58
139	55
140	53
141	69
142	41
143	70
144	39
145	57
146	53
147	39
148	57
149	55
150	55
151	54
152	58
153	55
154	53
155	70
156	41
157	70
158	39
159	57
160	54
161	39
162	58
163	55
164	56
165	54

LOT	UE
166	58
167	55
168	54
169	57
170	56
171	71
172	71
173	60
174	60
175	71
176	61
177	71
178	74
179	68
180	57
181	55
182	63
183	71
184	71
185	67
186	61
187	71
188	68
189	60
190	65
191	73
192	73
193	73
194	73
195	73
196	39
197	39
198	39
199	39
200	39
201	44
202	39

LOT	UE
203	39
204	39
205	39
206	9361
AGGREGATE	19381


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 10 sheet(s)
Office Use Only Registered:  7/05/2019	<h1 style="margin: 0;">SP99367</h1>	

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
17	MF	6	Bourke	Street	Mascot
18	1	6	Bourke	Street	Mascot
19	2	6	Bourke	Street	Mascot
20	101	6	Bourke	Street	Mascot
21	102	6	Bourke	Street	Mascot
22	103	6	Bourke	Street	Mascot
23	104	6	Bourke	Street	Mascot
24	105	6	Bourke	Street	Mascot
25	106	6	Bourke	Street	Mascot
26	111	42	Church	Avenue	Mascot
27	112	42	Church	Avenue	Mascot
28	113	42	Church	Avenue	Mascot
29	114	42	Church	Avenue	Mascot
30	115	42	Church	Avenue	Mascot
31	116	42	Church	Avenue	Mascot
32	117	42	Church	Avenue	Mascot
33	201	6	Bourke	Street	Mascot
34	202	6	Bourke	Street	Mascot
35	203	6	Bourke	Street	Mascot
36	204	6	Bourke	Street	Mascot
37	205	6	Bourke	Street	Mascot
38	206	6	Bourke	Street	Mascot
39	207	6	Bourke	Street	Mascot
40	211	42	Church	Avenue	Mascot
41	212	42	Church	Avenue	Mascot
42	213	42	Church	Avenue	Mascot
43	214	42	Church	Avenue	Mascot
44	215	42	Church	Avenue	Mascot
45	216	42	Church	Avenue	Mascot
46	217	42	Church	Avenue	Mascot
47	301	6	Bourke	Street	Mascot
48	302	6	Bourke	Street	Mascot
49	303	6	Bourke	Street	Mascot
50	304	6	Bourke	Street	Mascot


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 10 sheet(s)
Office Use Only Registered:  7/05/2019	SP99367	

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STREET ADDRESS SCHEDULE

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
51	305	6	Bourke	Street	Mascot
52	306	6	Bourke	Street	Mascot
53	307	6	Bourke	Street	Mascot
54	311	42	Church	Avenue	Mascot
55	312	42	Church	Avenue	Mascot
56	313	42	Church	Avenue	Mascot
57	314	42	Church	Avenue	Mascot
58	315	42	Church	Avenue	Mascot
59	316	42	Church	Avenue	Mascot
60	317	42	Church	Avenue	Mascot
61	401	6	Bourke	Street	Mascot
62	402	6	Bourke	Street	Mascot
63	403	6	Bourke	Street	Mascot
64	404	6	Bourke	Street	Mascot
65	405	6	Bourke	Street	Mascot
66	411	42	Church	Avenue	Mascot
67	412	42	Church	Avenue	Mascot
68	413	42	Church	Avenue	Mascot
69	414	42	Church	Avenue	Mascot
70	415	42	Church	Avenue	Mascot
71	501	6	Bourke	Street	Mascot
72	502	6	Bourke	Street	Mascot
73	503	6	Bourke	Street	Mascot
74	504	6	Bourke	Street	Mascot
75	505	6	Bourke	Street	Mascot
76	506	6	Bourke	Street	Mascot
77	511	42	Church	Avenue	Mascot
78	512	42	Church	Avenue	Mascot
79	513	42	Church	Avenue	Mascot
80	514	42	Church	Avenue	Mascot
81	515	42	Church	Avenue	Mascot
82	516	42	Church	Avenue	Mascot
83	517	42	Church	Avenue	Mascot
84	518	42	Church	Avenue	Mascot

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 10 sheet(s)
Office Use Only Registered:  7/05/2019	SP99367	

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STREET ADDRESS SCHEDULE

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
85	601	6	Bourke	Street	Mascot
86	602	6	Bourke	Street	Mascot
87	603	6	Bourke	Street	Mascot
88	604	6	Bourke	Street	Mascot
89	605	6	Bourke	Street	Mascot
90	606	6	Bourke	Street	Mascot
91	611	42	Church	Avenue	Mascot
92	612	42	Church	Avenue	Mascot
93	613	42	Church	Avenue	Mascot
94	614	42	Church	Avenue	Mascot
95	615	42	Church	Avenue	Mascot
96	616	42	Church	Avenue	Mascot
97	617	42	Church	Avenue	Mascot
98	618	42	Church	Avenue	Mascot
99	701	6	Bourke	Street	Mascot
100	702	6	Bourke	Street	Mascot
101	703	6	Bourke	Street	Mascot
102	704	6	Bourke	Street	Mascot
103	705	6	Bourke	Street	Mascot
104	706	6	Bourke	Street	Mascot
105	711	42	Church	Avenue	Mascot
106	712	42	Church	Avenue	Mascot
107	713	42	Church	Avenue	Mascot
108	714	42	Church	Avenue	Mascot
109	715	42	Church	Avenue	Mascot
110	716	42	Church	Avenue	Mascot
111	717	42	Church	Avenue	Mascot
112	718	42	Church	Avenue	Mascot
113	801	6	Bourke	Street	Mascot
114	802	6	Bourke	Street	Mascot
115	803	6	Bourke	Street	Mascot
116	804	6	Bourke	Street	Mascot
117	805	6	Bourke	Street	Mascot
118	806	6	Bourke	Street	Mascot

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 7 of 10 sheet(s)

Office Use Only

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7/05/2019

SP99367

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STREET ADDRESS SCHEDULE

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
119	811	42	Church	Avenue	Mascot
120	812	42	Church	Avenue	Mascot
121	813	42	Church	Avenue	Mascot
122	814	42	Church	Avenue	Mascot
123	815	42	Church	Avenue	Mascot
124	816	42	Church	Avenue	Mascot
125	817	42	Church	Avenue	Mascot
126	818	42	Church	Avenue	Mascot
127	901	6	Bourke	Street	Mascot
128	902	6	Bourke	Street	Mascot
129	903	6	Bourke	Street	Mascot
130	904	6	Bourke	Street	Mascot
131	905	6	Bourke	Street	Mascot
132	906	6	Bourke	Street	Mascot
133	911	42	Church	Avenue	Mascot
134	912	42	Church	Avenue	Mascot
135	913	42	Church	Avenue	Mascot
136	914	42	Church	Avenue	Mascot
137	915	42	Church	Avenue	Mascot
138	916	42	Church	Avenue	Mascot
139	917	42	Church	Avenue	Mascot
140	918	42	Church	Avenue	Mascot
141	1001	6	Bourke	Street	Mascot
142	1002	6	Bourke	Street	Mascot
143	1003	6	Bourke	Street	Mascot
144	1004	6	Bourke	Street	Mascot
145	1005	6	Bourke	Street	Mascot
146	1006	6	Bourke	Street	Mascot
147	1011	42	Church	Avenue	Mascot
148	1012	42	Church	Avenue	Mascot
149	1013	42	Church	Avenue	Mascot
150	1014	42	Church	Avenue	Mascot
151	1015	42	Church	Avenue	Mascot
152	1016	42	Church	Avenue	Mascot

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 8 of 10 sheet(s)

Office Use Only

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7/05/2019

SP99367

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STREET ADDRESS SCHEDULE

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
153	1017	42	Church	Avenue	Mascot
154	1018	42	Church	Avenue	Mascot
155	1101	6	Bourke	Street	Mascot
156	1102	6	Bourke	Street	Mascot
157	1103	6	Bourke	Street	Mascot
158	1104	6	Bourke	Street	Mascot
159	1105	6	Bourke	Street	Mascot
160	1106	6	Bourke	Street	Mascot
161	1111	42	Church	Avenue	Mascot
162	1112	42	Church	Avenue	Mascot
163	1113	42	Church	Avenue	Mascot
164	1114	42	Church	Avenue	Mascot
165	1115	42	Church	Avenue	Mascot
166	1116	42	Church	Avenue	Mascot
167	1117	42	Church	Avenue	Mascot
168	1118	42	Church	Avenue	Mascot
169	1201	6	Bourke	Street	Mascot
170	1202	6	Bourke	Street	Mascot
171	1203	6	Bourke	Street	Mascot
172	1204	6	Bourke	Street	Mascot
173	1205	6	Bourke	Street	Mascot
174	1206	6	Bourke	Street	Mascot
175	1207	6	Bourke	Street	Mascot
176	1208	6	Bourke	Street	Mascot
177	1209	6	Bourke	Street	Mascot
178	1210	6	Bourke	Street	Mascot
179	1211	42	Church	Avenue	Mascot
180	1212	42	Church	Avenue	Mascot
181	1213	42	Church	Avenue	Mascot
182	1214	42	Church	Avenue	Mascot
183	1215	42	Church	Avenue	Mascot
184	1216	42	Church	Avenue	Mascot
185	1217	42	Church	Avenue	Mascot
186	1218	42	Church	Avenue	Mascot

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 9 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:



7/05/2019

SP99367


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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
187	1219	42	Church	Avenue	Mascot
188	1220	42	Church	Avenue	Mascot
189	1221	42	Church	Avenue	Mascot
190	1222	42	Church	Avenue	Mascot
191	35	1	Galloway	Street	Mascot
192	36	1	Galloway	Street	Mascot
193	37	1	Galloway	Street	Mascot
194	38	1	Galloway	Street	Mascot
195	39	1	Galloway	Street	Mascot
196	237	1	Galloway	Street	Mascot
197	238	1	Galloway	Street	Mascot
198	239	1	Galloway	Street	Mascot
199	240	1	Galloway	Street	Mascot
200	241	1	Galloway	Street	Mascot
201	337	1	Galloway	Street	Mascot
202	338	1	Galloway	Street	Mascot
203	339	1	Galloway	Street	Mascot
204	340	1	Galloway	Street	Mascot
205	341	1	Galloway	Street	Mascot
206	N/A	N/A	N/A	N/A	Mascot

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 10 of 10 sheet(s)
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Office Use Only	Office Use Only
Registered:  7/05/2019	SP99367

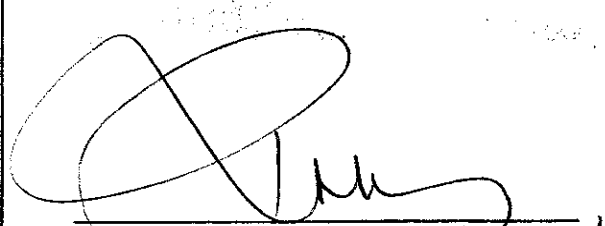
This sheet is for the provision of the following information as required:

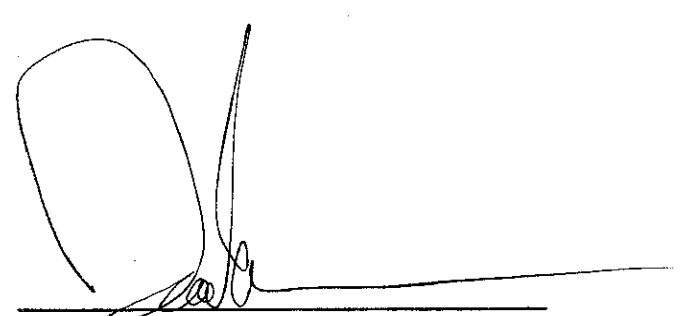
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

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

Corporation: **KARIMBLA PROPERTIES (NO. 45) PTY LIMITED**
ACN 166 206 551
Authority: section 127 of the Corporations Act 2001




ROBYN McCULLY
SECRETARY


~~**JAMES STALEPIS**~~
~~**DAVID CREMONA**~~
DIRECTOR

DAVID CREMONA

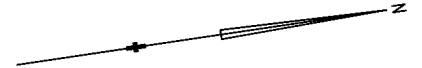
LOCATION PLAN
GROUND LEVEL

GALLOWAY

STREET

10 DP

11
1219678



T - DENOTES TERRACE
 GA - DENOTES GARDEN AREA
 [BC] - DENOTES LOT BOUNDARY CONSIDERED WITH PARCEL BOUNDARY
 [DL] - DENOTES DEVELOPMENT LOT BOUNDARY CONSIDERED WITH PARCEL BOUNDARY

EASEMENTS AFFECTING THE WHOLE OF THE LOT
 [X1] - EASEMENT FOR NOISE AND VIBRATION (9260756)
 [X2] - EASEMENT FOR ELECTROLYSIS (9260751)

[E] - EASEMENT FOR ACCESS (DP1230488)
 [F] - EASEMENT FOR EMERGENCY EGRESS (DP1230488)
 [G] - EASEMENT FOR EMERGENCY EGRESS 5.6 WIDE (DP1230488)
 [R1] - RIGHT OF WAY 6.97 WIDE (AP61490)
 [E4] - EASEMENT FOR ELECTRICITY PURPOSES 6.97 WIDE (AP61490)

[X1] - EASEMENT FOR NOISE AND VIBRATION (9260756) SP68105
 [X2] - EASEMENT FOR ELECTROLYSIS (9260756)

Surveyor: PETER CHARLES CHAPMAN

Date: 15-2-2019

Reference: 42273-STRATA-1

PLAN OF SUBDIVISION OF LOT 100 IN DP1230488

LGA: BAYSIDE

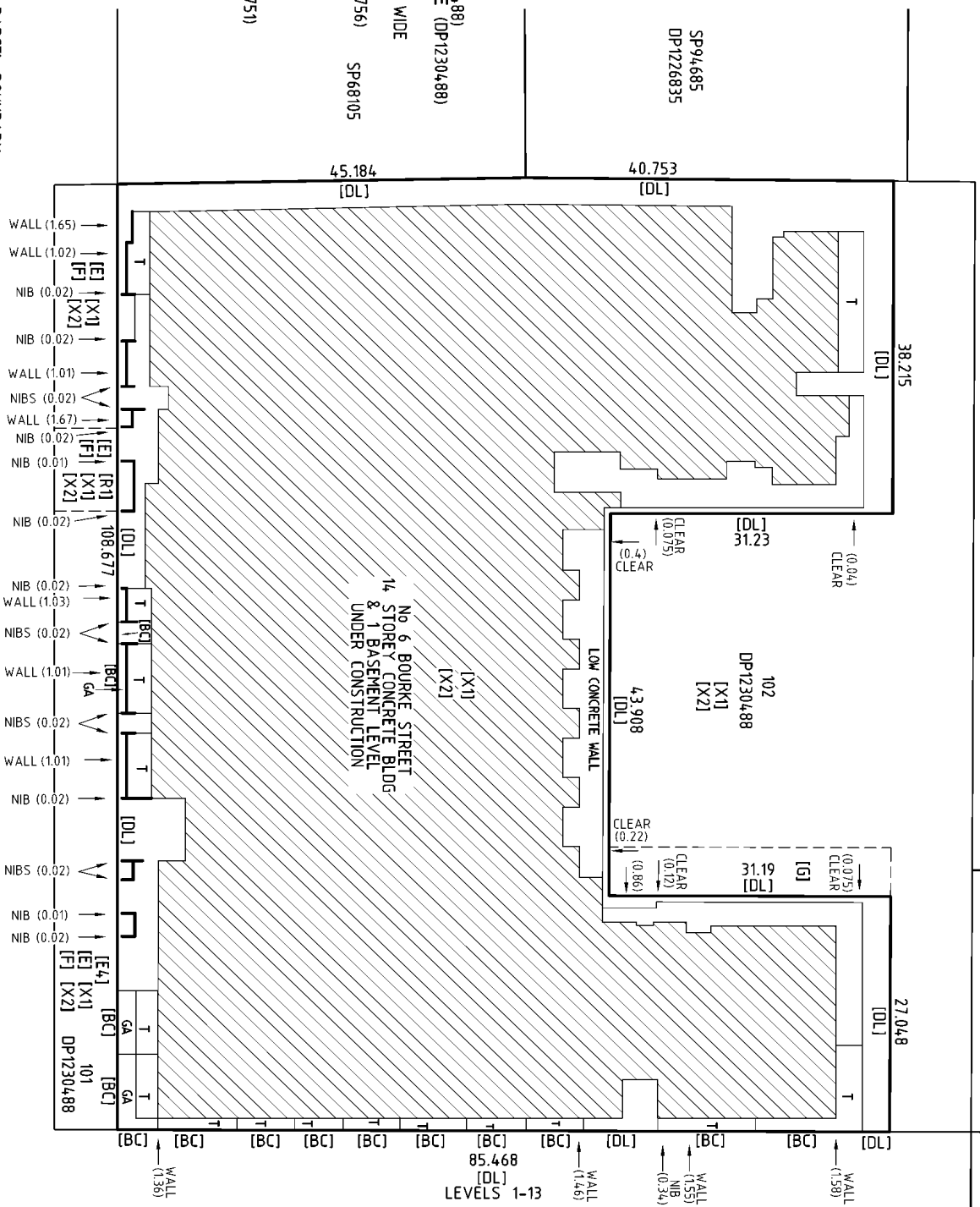
Registered: 3/05/2019

SP99270

Locality: MASCOT
 Reduction Ratio 1 : 500
 Lengths are in metres

CHURCH

AVENUE

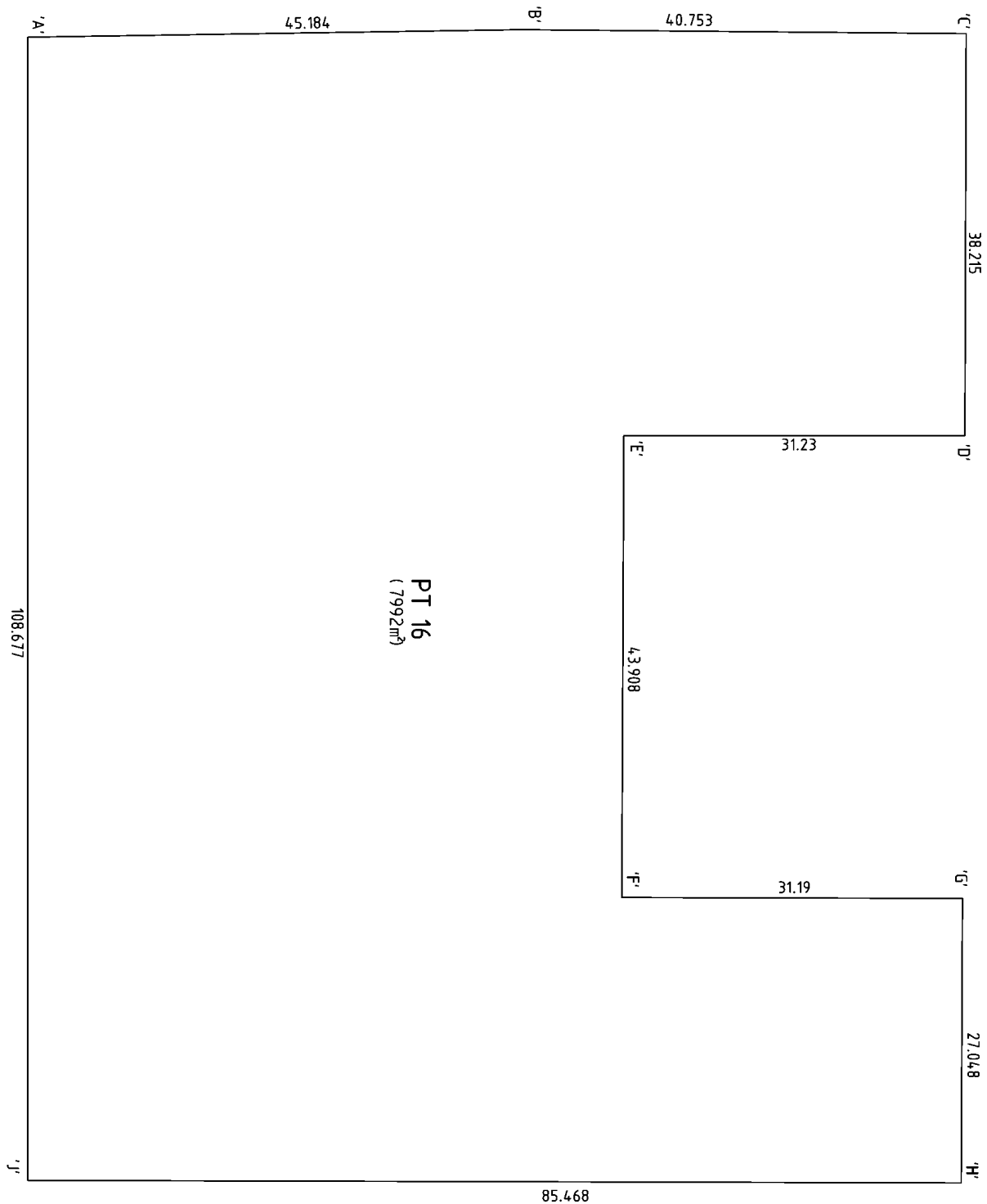


BOURKE STREET

FLOOR PLAN BASEMENT LEVEL



AREAS ARE APPROXIMATE ONLY
 LOT 16 IS A DEVELOPMENT LOT
 DEVELOPMENT LOT CORNERS 'A' TO 'J'
 ARE DEFINED ON GROUND LEVEL (SEE SHEET 3)
 THE STRATUM OF PART LOT 16 EXTENDS
 FROM 20 METRES BELOW THE CENTRELINE OF
 ITS FLOOR SLAB OR PROLONGATION THEREOF
 TO THE CENTRELINE OF ITS CEILING SLAB OR
 PROLONGATION THEREOF



Surveyor: PETER CHARLES CHAPMAN
 Date: 15-2-2019
 Reference: 42273-STRATA-1

PLAN OF SUBDIVISION OF LOT 100 IN DP1230488

LGA: **BAYSIDE**
 Locality: **MASCOT**
 Reduction Ratio 1 : 400
 Lengths are in metres

Registered:
 3/05/2019

SP99270

FLOOR PLAN LEVEL GROUND



CONNECTIONS TO THE BOUNDARIES FROM THE LINE OF FACE OF WALL PRODUCED ARE ALL RECTANGULAR OFFSETS

LOT 16 IS A DEVELOPMENT LOT

THE STRATUM OF PART LOT 16 EXTENDS FROM THE CENTRELINE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO THE CENTRELINE OF ITS CEILING SLAB OR PROLONGATION THEREOF

TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

SEE SHEETS 4 AND 5 FOR TERRACE & GARDEN AREA STRATUM STATEMENTS

PAVING FIXED TO THE CONCRETE FLOOR SLABS OF THE TERRACES FORMS COMMON PROPERTY AND IS NOT PART OF THE LOT

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

FW - DENOTES PROLONGATION OF FACE OF WALL
CP - DENOTES COMMON PROPERTY
CS - DENOTES CARSPACE
T - DENOTES TERRACE
GA - DENOTES GARDEN AREA

Surveyor: PETER CHARLES CHAPMAN

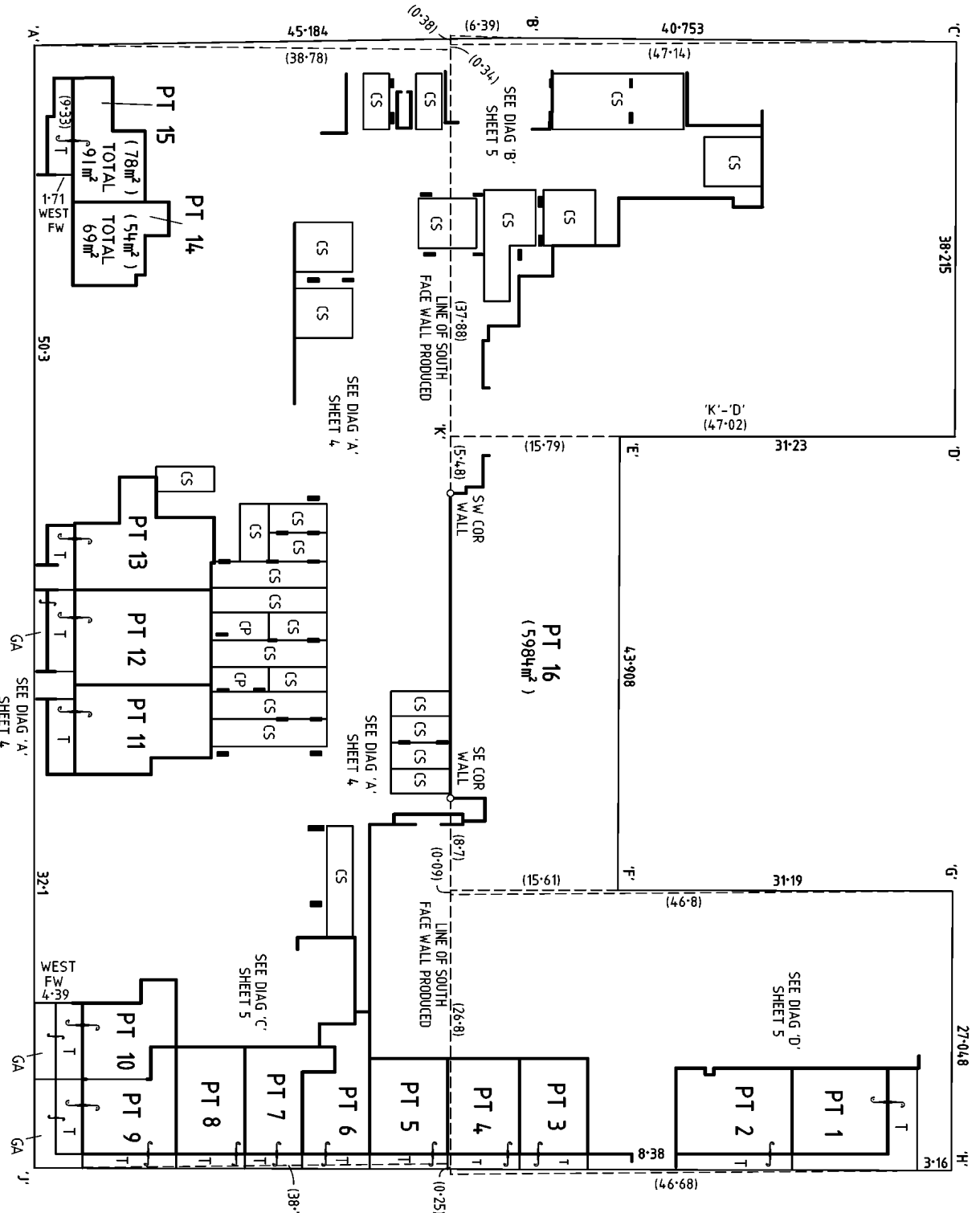
Date: 15-2-2019

Reference: 42273-STRATA-1

PLAN OF SUBDIVISION OF LOT 100 IN DP1230488

LGA: BAYSIDE
Locality: MASCOT
Reduction Ratio 1 : 400

Registered: 3/05/2019



Lengths are in metres



SP99270

■ DENOTES FACE OF COLUMN PRODUCED
 ■ DENOTES CENTRELINE OF COLUMN PRODUCED

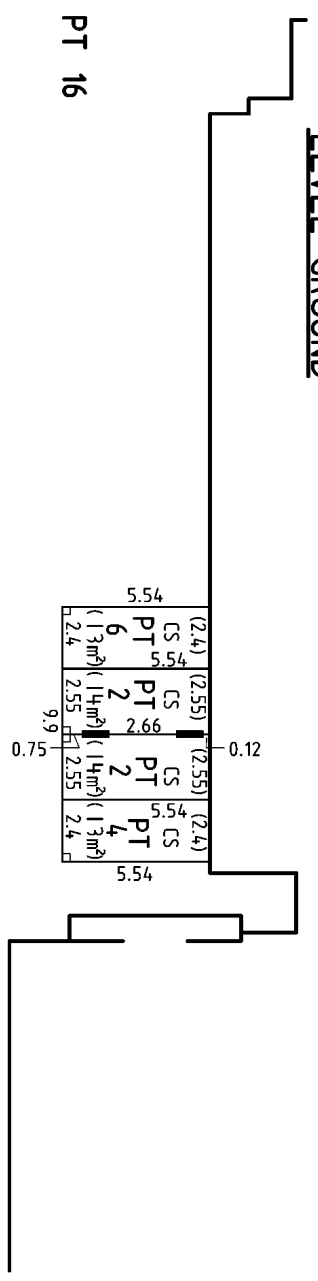
AREAS ARE APPROXIMATE ONLY
 FW - DENOTES PROLONGATION OF FACE OF WALL
 CP - DENOTES COMMON PROPERTY
 CS - DENOTES CARSPACE
 T - DENOTES TERRACE
 GA - DENOTES GARDEN AREA

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY

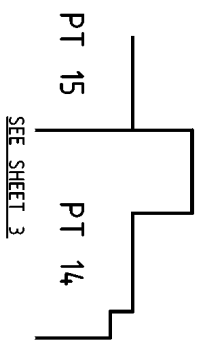
TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

FLOOR PLAN LEVEL GROUND

DIAGRAM 'A'
 SCALE 1:200



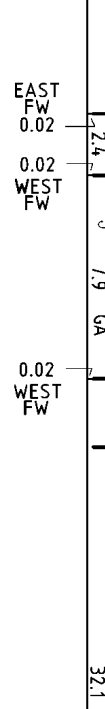
THE STRATUM OF THE GARDEN AREA WITHIN LOT 12 EXTENDS FROM 0.5 BELOW THE UPPER PAVED SURFACE OF THE ADJOINING TERRACE TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS



THE STRATUM OF THE TERRACES WITHIN LOTS 11, 12, 13 & 15 EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

PAVING FIXED TO THE CONCRETE FLOOR SLABS OF THE TERRACES FORMS COMMON PROPERTY AND IS NOT PART OF THE LOT



Surveyor: PETER CHARLES CHAPMAN
Date: 15-2-2019
Reference: 42273-STRATA-1

PLAN OF SUBDIVISION OF LOT 100 IN DP1230488

LGA: BAYSIDE
Locality: MASCOT
Reduction Ratio: 1 : 200

Registered: 3/05/2019

SP99270

DIAGRAM 'B'
SCALE 1:200

TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

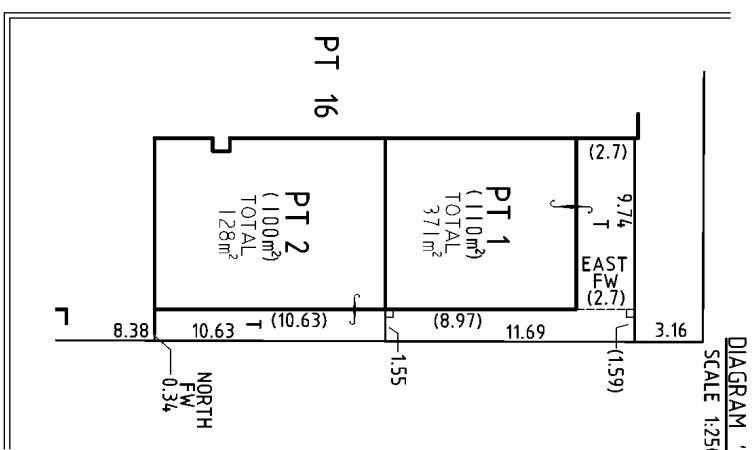
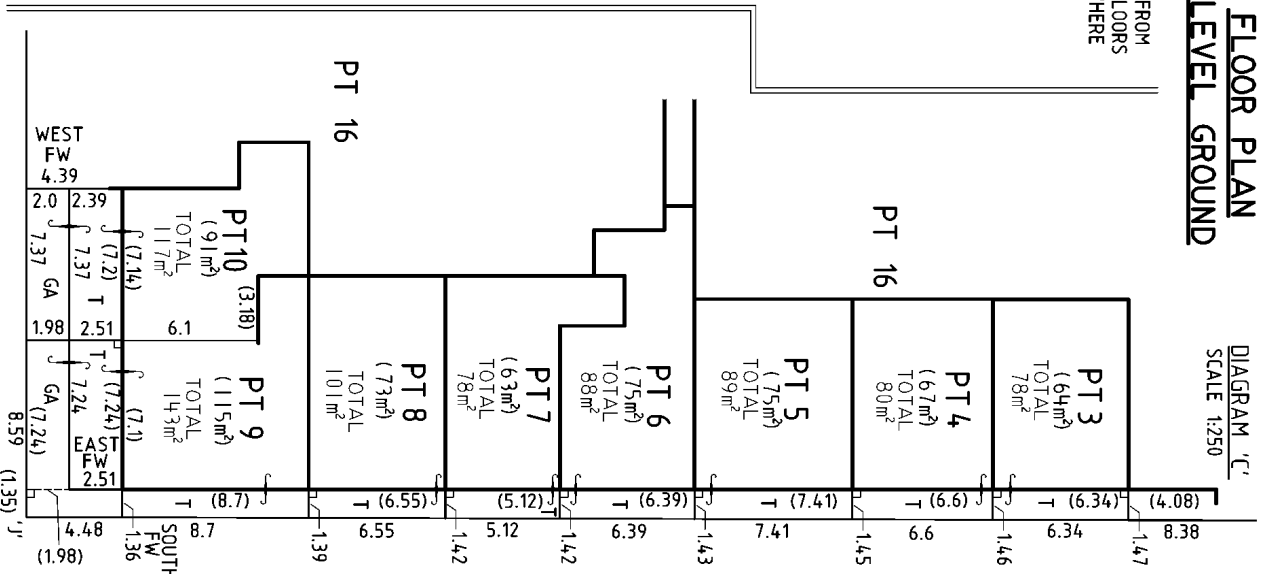
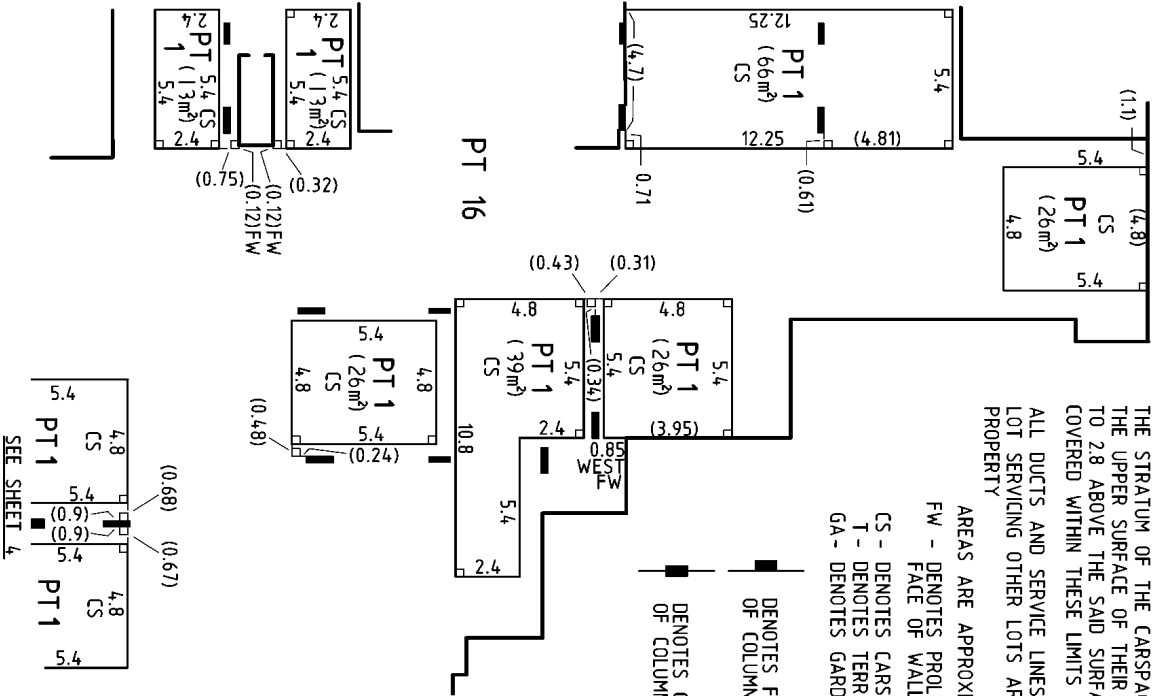
FLOOR PLAN LEVEL GROUND

DIAGRAM 'C'
SCALE 1:250

DIAGRAM 'D'
SCALE 1:250

THE STRATUM OF THE CARSPACES EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS
ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVICING OTHER LOTS ARE COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY
FW - DENOTES PROLONGATION OF FACE OF WALL
CS - DENOTES CARSPACE
T - DENOTES TERRACE
GA - DENOTES GARDEN AREA

DENOTES FACE OF COLUMN PRODUCED
DENOTES CENTRELINE OF COLUMN PRODUCED



THE STRATUM OF THE GARDEN AREAS WITHIN LOTS 9 & 10 EXTENDS FROM 0.5 BELOW THE UPPER SURFACE OF THE CONCRETE BASE OF THE FLOOR OF THE RESPECTIVE UNIT TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS
THE STRATUM OF THE TERRACES WITHIN LOTS 1-10 INCLUSIVE EXTENDS FROM THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE TO 2.8 ABOVE THE SAID SURFACE EXCEPT WHERE COVERED WITHIN THESE LIMITS

PAVING OR TILING FIXED TO THE CONCRETE FLOOR SLABS OF THE TERRACES FORMS COMMON PROPERTY AND IS NOT PART OF THE LOT

LGA: **BAYSIDE**

Locality: **MASCOT**

Reduction Ratio : **AS SHOWN**

Lengths are in metres

PLAN OF SUBDIVISION OF LOT 100 IN DP1230488

Surveyor: PETER CHARLES CHAPMAN

Date: 15-2-2019

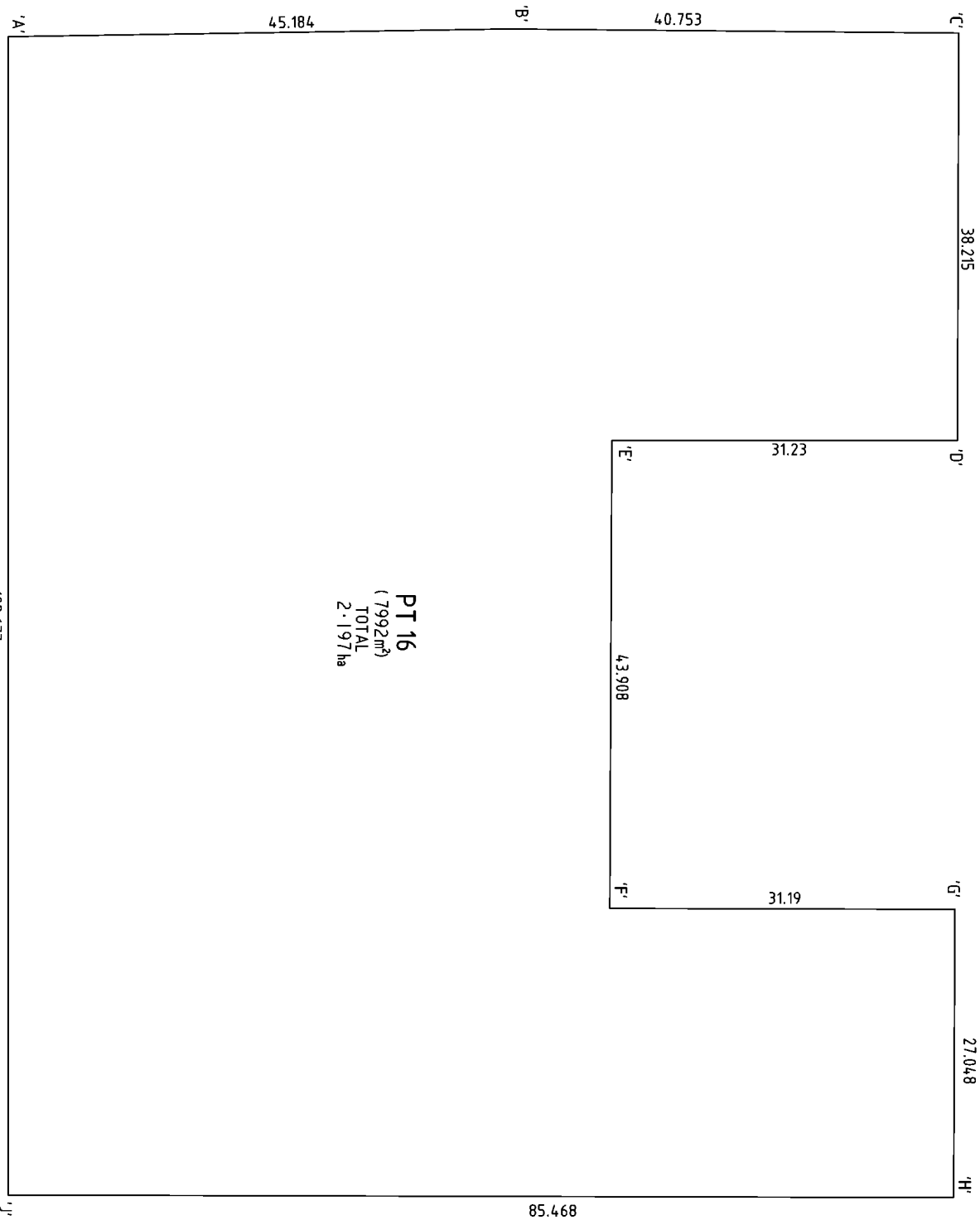
Reference: 42273-STRATA-1

Registered:

3/05/2019

SP99270

FLOOR PLAN LEVEL 1



PT 16
 (7992m²)
 TOTAL
 2.197 ha

LOT 16 IS A DEVELOPMENT LOT

THE STRATUM OF PART LOT 16 EXTENDS FROM THE CENTRELNE OF ITS FLOOR SLAB OR PROLONGATION THEREOF TO 50 METRES ABOVE THE SAID CENTRELNE OR PROLONGATION THEREOF

DEVELOPMENT LOT CORNERS 'A' TO 'J' ARE DEFINED ON GROUND LEVEL (SEE SHEET 3)

ALL DUCTS AND SERVICE LINES WITHIN A LOT SERVING OTHER LOTS ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY


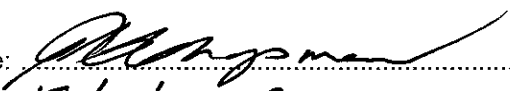
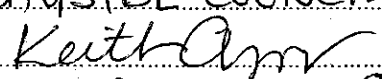
Surveyor: PETER CHARLES CHAPMAN
Date: 15-2-2019
Reference: 42273-STRATA-1

PLAN OF SUBDIVISION OF LOT 100 IN DP1230488

LGA: BAYSIDE
Locality: MASCOT
Reduction Ratio 1 : 400
 Lengths are in metres


Registered:
 3/05/2019

SP99270

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  3/05/2019	SP99270	
PLAN OF: SUBDIVISION OF LOT 100 IN DP1230488	LGA: BAYSIDE Locality: MASCOT Parish: BOTANY County: CUMBERLAND	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 6 BOURKE STREET, MASCOT NSW 2020	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 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> <p>I PETER CHARLES CHAPMAN..... of B&P SURVEYS, 10 NERANG ST, NERANG QLD 4211 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*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 ^</p> <p>Signature: </p> <p>Date: 15/2/2019</p> <p>Surveyor ID: 781</p> <p>Surveyor's Reference: 42273-STRATA-1</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> <p>I <u>KEITH APPS</u>.....being an Accredited Certifier, accreditation number <u>BPB0012</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: 538-18</p> <p>Relevant Planning Approval No.: 2016-150, 2017-1238 issued by: BAYSIDE COUNCIL</p> <p>Signature: </p> <p>Date: 15TH MARCH 2019</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	


* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
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Office Use Only Registered:  3/05/2019	Office Use Only <h1 style="margin: 0;">SP99270</h1>
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VALUER'S CERTIFICATE

I, PETER RAPTIS LMW API N^o 67870 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 4.3.2019

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE
1	63
2	44
3	31
4	31
5	41
6	36
7	31
8	41
9	41
10	39
11	48
12	57
13	47
14	31
15	38
16	19381
AGGREGATE	20000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Office Use Only Registered:  3/05/2019	<h1>SP99270</h1>	


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
- 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*

SCHEDULE OF STREET ADDRESSES

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
1	RETAIL3	6	BOURKE	STREET	MASCOT
2	RETAIL4	6	BOURKE	STREET	MASCOT
3	RETAIL5	6	BOURKE	STREET	MASCOT
4	RETAIL6	6	BOURKE	STREET	MASCOT
5	RETAIL7	6	BOURKE	STREET	MASCOT
6	RETAIL11	42	CHURCH	AVENUE	MASCOT
7	RETAIL12	42	CHURCH	AVENUE	MASCOT
8	RETAIL13	42	CHURCH	AVENUE	MASCOT
9	RETAIL14	42	CHURCH	AVENUE	MASCOT
10	RETAIL15	42	CHURCH	AVENUE	MASCOT
11	RETAIL23	44	CHURCH	AVENUE	MASCOT
12	RETAIL24	44	CHURCH	AVENUE	MASCOT
13	RETAIL25	44	CHURCH	AVENUE	MASCOT
14	RETAIL26	44	CHURCH	AVENUE	MASCOT
15	RETAIL27	44	CHURCH	AVENUE	MASCOT
CP		6	BOURKE	STREET	MASCOT

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
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Office Use Only	Office Use Only
Registered:  3/05/2019	SP99270

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
- 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*

THIS PLAN IS SUBJECT TO
1. A STRATA DEVELOPMENT CONTRACT WHICH IS FILED WITH THE STRATA PLAN

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

Corporation: **KARIMBLA PROPERTIES (NO. 45) PTY LIMITED**
Authority: **ACN 166 206 551**
section 127 of the Corporations Act 2001




James Sialepis
DIRECTOR

ROBYN McCULLY

SECRETARY

7

Approved Form 7	Strata Plan By-laws	Sheet 1 of 18 sheet(s)
Registered:  3/05/2019	Office Use Only	Office Use Only SP99270

Instrument setting out the details of by-laws to be created upon registration of a strata plan

1. NOISE

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

2. VEHICLES

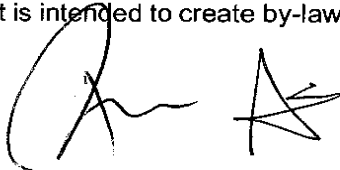
- 2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the Owners Corporation.
- 2.2 An owner or occupier of a lot must ensure that their invitees complies with by-law 2.1
- 2.3 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.
- 2.4 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-
- (a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked on common property or in visitor carparking space contrary to by-law 2.1;
- (i) the power to remove the vehicle from the common property or visitor carparking space; and/or
- (ii) the power to clamp the wheel(s) of the vehicle.
- (b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.
- 2.5 For the purposes of section 651B(1) of Local Government Act 1993, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.4 in relation to any vehicle owned by them.


3. OBSTRUCTION OF COMMON PROPERTY

- 3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.



Approved Form 7	Strata Plan By-laws	Sheet 2 of 18 sheet(s)
Registered:  3/05/2019	Office Use Only	Office Use Only SP99270

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

4.1 An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.2 An approval given by the Owners Corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 The owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

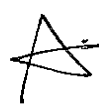
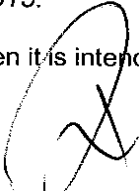
6.1 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.


7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

7.1 An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.



Approved Form 7	Strata Plan By-laws	Sheet 3 of 18 sheet(s)
Registered:  3/05/2019	Office Use Only	Office Use Only SP99270

8. BEHAVIOUR OF INVITEES

8.1 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. DRYING OF LAUNDRY ITEMS

10.1 An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11. CLEANING WINDOWS AND DOORS

11.1 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.

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

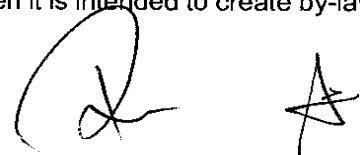
13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.


14. FLOOR COVERINGS

14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.



Approved Form 7	Strata Plan By-laws	Sheet 4 of 18 sheet(s)
Registered:  3/05/2019	Office Use Only	Office Use Only SP99270

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

15. GARBAGE REMOVAL

15.1 An owner or occupier of a lot:

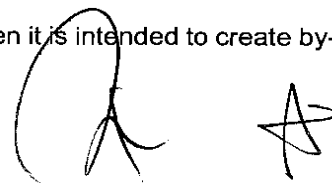
- (a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage,
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected,
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),
- (e) must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.


16. KEEPING OF ANIMALS

- 16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.
- 16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with by-law 16.1.
- 16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.
- 16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.



Approved Form 7	Strata Plan By-laws	Sheet 5 of 18 sheet(s)
Registered:  3/05/2019	Office Use Only	Office Use Only SP99270

17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the written consent 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. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

18. NOTICE BOARD

18.1 The Owners Corporation must cause a notice board to be affixed to some part of the common property.

19. CHANGE IN USE OF LOT TO BE NOTIFIED

19.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. PROVISION OF AMENITIES OR SERVICES

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

21. USE OF LIFTS

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

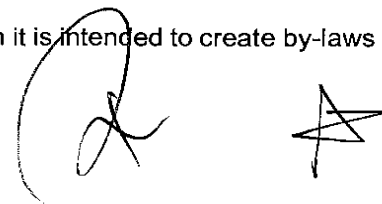
22. MAINTENANCE OF BUILDING AND COMMON PROPERTY


22.1 The Owners Corporation in addition to the powers and authorities conferred on it by or under the Strata Schemes Development Act 2015 and the Strata Schemes Management Act 2015 as amended and these by-laws, shall have the power and duty to:

- (a) replace the enclosure of the lifts every 8 years,
- (b) paint the outside of the building on at least one occasion in every period of 7 years,
- (c) replace the carpet in the common property of the building every 7 years,

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.



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- (d) repaint the inside of the building every 5 years,
- (e) replace all fittings in the common property of the building every 5 years,
- (f) repaint and refurbish the pool and pool areas every 4 years,
- (g) replace the carpet in the lifts every 3 years and,
- (h) reseal the concrete driveways every 3 years, and
- (i) overhaul and repair all gymnasium equipment every 2 years,
- (j) clean all windows and window frames every 6 months.

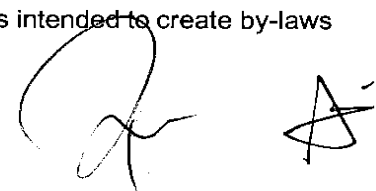
22.2 Before performing or appointing any person to perform any inspection of the common property, the Owners Corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.


23. POOL

- 23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- 23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.
- 23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.
- 23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- 23.5 The Owners Corporation may make rules regarding the pool.
- 23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:
 - (a) smoking, eating or drinking,
 - (b) consuming alcohol,
 - (c) using bottles or glass,
 - (d) running, jumping or diving,

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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- (e) using balls, boogie boards or large inflated objects,
- (f) using soap, bubble bath or shampoo,
- (g) be inadequately clothed, and
- (h) nude bathing

23.7 The Owners Corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the Owners Corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

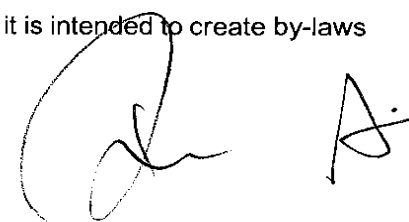
- (a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and
- (b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the Owners Corporation by the original owner.


24. AIR CONDITIONING

- 24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.
- 24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.
- 24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot.
- 24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:
- (a) proper maintenance and keeping it in a state of good and serviceable repair,
 - (b) installation and removal,

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- (c) replacement at reasonable intervals or as necessary,
- (d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and
- (e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

24.5 The proprietor of a residential lot must not cause or permit an air conditioner to be used on the residential premises in such a manner that it emits noise that can be heard within a habitable room in any other residential premises (regardless of whether any door or window to that room is open):

- (a) before 8am or after 10pm on every Saturday, Sunday or public holiday; or
- (b) before 7am or after 10pm on any other day.

25. FACILITIES

25.1 Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

26. COMMERCIAL SIGNS

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.

26.2 All commercial signage in the development must be of identical size and dimensions.

26.3 The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

27. CONSENT TO USE

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the Owners Corporation provided that all relevant statutory approvals have been obtained.

27.2 The Owners Corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

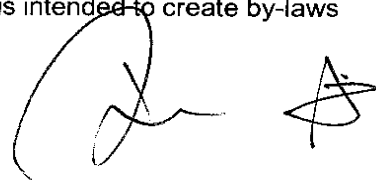
28. CARETAKER


28.1 The Owners Corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 The Owners Corporation may engage the same caretaker as the caretaker appointed by the Community Association for the control, management and administration of the Community Property and the provisions of services to the Community Association.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

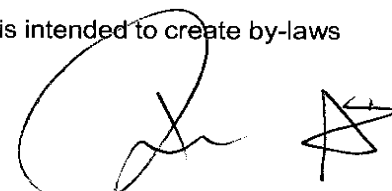



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- 28.3 Any agreement with a caretaker ('caretaker agreement') may include terms relating to the following:
- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation,
 - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
 - (d) providing a letting, property management and sales service,
 - (e) supervising Owners Corporation employees and contractors,
 - (f) providing cleaning, pool cleaning and gardening services to the Owners Corporation,
 - (g) supervising the strata scheme generally,
 - (h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.
- 28.4 The Owners Corporation may provide any consent necessary to, or requested by, the caretaker, including:
- (a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,
 - (b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,
 - (c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:
 - (i) the caretaker, or
 - (ii) the caretaker's financier, or
 - (d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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28.5 The Owners Corporation may:

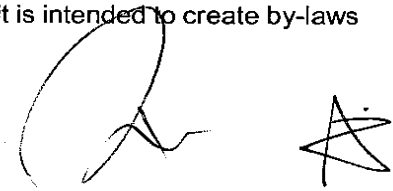
- (a) grant any consent given under by-law 28.4 with such conditions as are reasonably requested by the caretaker,
- (b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.4,
- (c) agree to vary the caretaker agreement with the written consent of the caretaker,
- (d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,
- (e) acknowledge that any caretaker or its financier is relying upon the Owners Corporation's consent,
- (f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:
 - (i) the caretaker's area is the area specified in a plan:
 - (A) attached to these by-laws,
 - (B) attached to the caretaker agreement, or
 - (C) executed on behalf of either the Owners Corporation or executive committee and the caretaker,
 - (ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost,
 - (iii) the Owners Corporation will pay operating costs in relation to the caretaker area, and
 - (iv) this by-law 28.5(f) may only be varied or repealed with the prior written consent of the caretaker, and
- (g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.


28.6 The Owners Corporation may not, without the prior written consent of any current caretaker:

- (a) enter into more than 1 caretaker agreement, or
- (b) vary or repeal this by-law.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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- 28.7 The owner or occupier of a lot must not:
- (a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28, or
 - (b) interfere with or obstruct the caretaker from using any part of the common property designated by the Owners Corporation for use by the caretaker.

29. LETTING BUSINESSES

- 29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the Owners Corporation), conduct or participate in the conduct of:
- (a) the business of a letting agent, or
 - (b) the business of a pooled rent agency, or
 - (c) the business of onsite Caretaker, or
 - (d) any other business activity that is either:
 - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or
 - (ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or
 - (iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

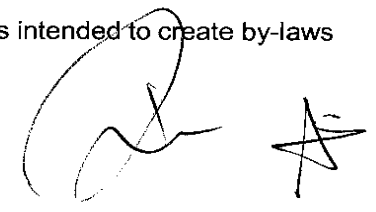
29.2 The Owners Corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.


30. STOREROOM

- 30.1 The Developer or any related entity ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:
- (a) a right of exclusive use and enjoyment of the Storeroom, and
 - (b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.

31. ACCESS KEY

31.1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot and "access key". The Owners Corporation may charge an owner of a lot a (\$50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31.2 An owner or occupier of a lot must:

- (a) take all reasonable steps not to lose access keys,
- (b) return all access keys to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building,
- (c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the Owners Corporation when they move out of the building.

31.4 An owner or occupier of a lot must not:

- (a) copy an access key
- (b) give access keys

31.5 Access keys belong to the Owners Corporation.

32. BALCONIES

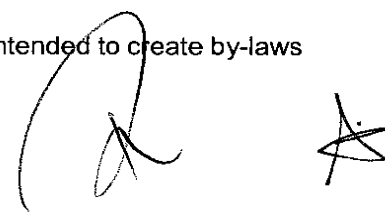
32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:


- (a) it will not cause damage, or is not likely to cause damage, or
- (b) it is not dangerous, a nuisance or a hazard.

32.2 The Owners Corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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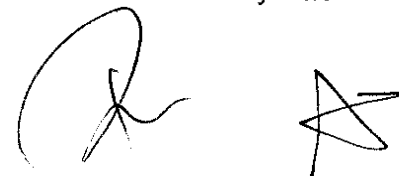



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- 32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:
- (a) properly maintain the soil and plants in the planter boxes, and
 - (b) when watering the plants or planter box, make sure that no water enters common property or another lot.
- 33. ENCLOSED BALCONIES**
- 33.1 The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.
- 34. BUILDING SAFETY**
- 34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- 35. COMMERCIAL WASTE**
- 35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.
- 36. GOVERNMENT CHARGES**
- 36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.
- 37. INTERPRETATION**
- 37.1 In these by-laws:
- (a) a singular word includes the plural and vice versa,
 - (b) a word which suggests one gender includes the other genders, and
 - (c) if a word is defined, another part of speech has a corresponding meaning.
- 37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.
- 37.3 To the extent that any by-law is inconsistent with any law it is invalid.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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38. LITIGATION

38.1 Any decision for the Owners Corporation to:

- (a) commence;
- (b) cross claim or counter claim in; or
- (c) appeal;

proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by a Special Resolution of the owners. This by-law does not apply in respect of any proceedings or action by the Owners Corporation to recover arrears of strata levies from an owner.

39. MAINTENANCE CONTRACTS

39.1 The Owners Corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts") with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the Owners Corporation must maintain at all times current service contracts in respect of:

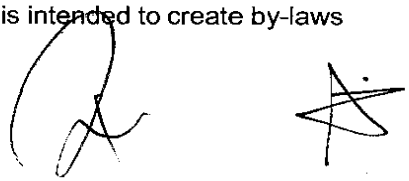
- (a) mechanical ventilation;
- (b) air conditioning;
- (c) hydraulics;
- (d) lifts;
- (e) fire safety services;
- (f) storm water quality treatment facilities; and
- (g) essential services.


in the building and/or land.

39.3 The Owners Corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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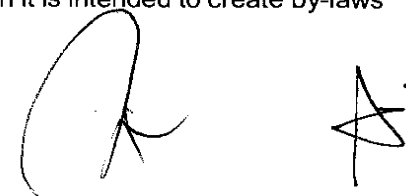



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- 39.4 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must upon request by Karimbla Constructions Services (NSW) Pty Ltd ("Builder") or Karimbla Properties (No. 45) Pty Ltd ("the Developer"):
- (a) provide copies of the service contracts;
 - (b) provide evidence of the payments made by the Owners Corporation to the specialist consultants or contractors under the service contracts; and
 - (c) provide evidence of compliance by the Owners Corporation of by law 39.3;
- 39.5 For a period of 7 years from the date the Strata Scheme is established, the Owners Corporation must:
- (a) keep the Builder promptly informed of any defects in the building; and
 - (b) not engage any consultant or contractor to investigate or undertake any rectification of defective building work within the building unless the Owners Corporation has first provided details of the defects to the Builder and requested the Builder to rectify the defects and the Builder has refused or failed to rectify the same within a reasonable time.
- 39.6 In addition, the Owners Corporation must maintain at all times ensure that:
- (a) the building and landscaped areas are maintained in accordance with the plans and details approved under Development Consent No. 16/150;
 - (b) the artificial features are maintained in accordance with plans and details approved under Development Consent No. 16/150;
 - (c) the car wash bay is maintained;
 - (d) there is a graffiti management plan for the removal of graffiti and similar vandalism within seven (7) days of its occurrence and surface reinstatement;
 - (e) the stormwater drainage system (including all pits, pipes, absorption, detention structures, treatment devices, infiltration systems and rain water tanks) shall be regularly cleaned, maintained and repaired to ensure the efficient operation of the system from time to time and at all times. The system shall be inspected after every rainfall event to remove any blockage, silt, debris, sludge and the like in the system. All solid and liquid waste that is collected during maintenance shall be disposed of in a manner that complies with the appropriate Environmental Guidelines;
 - (f) the acoustic measures of Development Consent No. 16/150 are maintained; and
 - (g) CCTV surveillance of all public areas within the property is maintained.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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40. OVERCROWDING

40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

$$M = 2 \times B$$

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by law.

40.3 By-law 40.1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

41. SECURITY

41.1 The Owners Corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

42. ANNUAL CERTIFICATION

42.1 At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

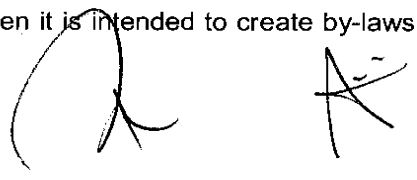
1. fire protection maintenance and annual certification;
2. lift maintenance and annual certification;
3. air-conditioning maintenance and annual certification; and
4. storm water quality treatment facilities certification.


43. ADAPTABLE LOT

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the owner corporation must, at its cost, install electro-magnetic devices to the nearest garbage chute room door to comply with AS1428.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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44. FIRE SPRINKLERS AND RESTRICTION ON STOREROOM

- 44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.
- 44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

45. PROHIBITED MATERIALS IN TOILETS

- 45.1 The owner or occupier of a lot must not flush any items other than human waste and toilet paper down the toilet, including without limit nappies, sanitary items, wet wipes including body cleaning wipes, cleaning wipes, nappy wipes, make up wipes and 'flushable wipes'.
- 45.2 The Owners Corporation shall have the power, in addition to those upon it by the Strata Schemes Management Act 1996 (as amended) to recover the costs associated with or arising from the repair and damages caused or contributed to by the owner or occupier of a lot's contravention of this by-law including the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

46. COMMERCIAL/RETAIL SERVICES AND FACILITIES

- 46.1 Where services or facilities are provided to only one or some of the commercial/retail lot owner(s) in the strata scheme including but not limited to grease trap and kitchen exhaust systems, that lot owner is responsible for cleaning and maintaining those services or facilities in good condition and any associated cost for the abovementioned cleaning and maintenance shall be divided in the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.
- 46.2 If the commercial/retail lot owner(s) fails to comply with clause 47.1 and the Owners Corporations incurs any costs in cleaning and maintaining those services or facilities, then the commercial/retail lot owner's share under this by-law for the particular service or facility is the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.


47. NO PARTICIPATION IN ON-STREET RESIDENT PARKING SCHEMES

- 47.1 The owner or occupier of a lot are not eligible and must not participate in on-street resident parking schemes.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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48 USE OF LOT AND COMMON PROPERTY BY AN OWNER OR OCCUPIER

48.1 The owner or occupier of a lot shall not use or permit their residential strata lot to be used other than as a private residence for the owner and/or the owner's guests and visitors. Notwithstanding the foregoing, the owner or occupier of a lot may rent out their residential lot from time to time provided strictly that in no circumstances shall an owner or occupier of a lot rent out the residential lot for a period of less than three (3) months.

Execution



EXECUTED by **KARIMBLA PROPERTIES (NO. 45) PTY LTD** ACN 166 206 551 in accordance with the Corporations Act 2001)
)
)

Signature of Authorised Person
James Sialepis
DIRECTOR

Office held

Name of Authorised Person (please print)

Signature of Authorised Person
SECRETARY


ROBYN McCULLY

Office held

Name of Authorised Person (please print)

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Approved Form 8	Strata Development Contract	Sheet 1 of 23 sheets
Office Use Only		Office Use Only
Registered:	 3/05/2019	SP99270

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over several stages.
Stage 1 of the development:


- Is illustrated in the accompanying strata plan;
- Will be completed upon registration of the plan;
- Contains lots 1 to 15
- Upon registration of Stage 1 it is intended to create development lot 16

The development scheme as provided for in this Strata Development Contract will conclude on the date specified being 10 years after the registration of this contract.

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.


1. The developer has the right to occupy the part of the common property described in order to carry out the proposed development identified in this contract.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 Strata Schemes Development Act 2015.

Approved Form 8	Strata Development Contract	Sheet 2 of 23 sheets
Office Use Only		Office Use Only
Registered:	 3/05/2019	SP99270

Warranted Development – proposed development subject to a warranty

There is no warranted development.

Approved Form 8	Strata Development Contract	Sheet 3 of 23 sheets
Office Use Only		Office Use Only
Registered:	 3/05/2019	SP99270

Authorised Proposals – proposed development not subject to a warranty

(a) Description of Development

Up to 5 buildings/towers (towers A, B, C, D1 and D2) of up to 14 storeys containing up to 367 residential units with associated carparking and storage and common property amenities and 15 Retail (stage 1) and a managers facility.

Any combination of the above in any order with the creation of up to 5 additional development lots as necessary.

(b) Common Property Amenities

Access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, a swimming pool, a gymnasium and visitor parking.

(c) Schedule of Commencement and Completion

Not Applicable

(d) Schedule of Lots

Up to 383 Lots

(e) Working hours

As advised by Consent Authority

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

Construction access to Lot 16, and other possible development lots, will be in accordance with the requirements of the approval issued by the relevant authority including:-


- i. Access over lifts and other common access ways forming part of the common property, including driveways and the carpark, and over and adjacent to the exterior of the building as required
- ii. Storage of construction equipment and loading and unloading of equipment and materials in common property and the carpark;
- iii. Use of crane which will enter the airspace above the stages of development;
- iv. Access and use of Lot 16 and other possible development lots for any purpose associated with the construction of the development including the provision of temporary plant, equipment and services as required;
- v. Installation and placement of construction plant, equipment, materials and structures on common property necessary for construction purposes; and
- vi. Completion of paving and landscaping in common property.

(g) Landscaping

In accordance with landscape plans construction certificate number C17-005-4 for private landscape and C17-005-5 for park landscape approved by the Certifying Authority.

(h) Schedule of Materials and Finishes

External walls of brick, concrete, glass, metal and masonry.

Approved Form 8	Strata Development Contract	Sheet 4 of 23 sheets
Office Use Only		Office Use Only
Registered:	 3/05/2019	SP99270

(i) Vertical Staging

- Parts of development Lot 16, or future development Lots could be situated above and below preceding stages in the scheme.
- The developer holds a Construction Insurance Policy and a combined Public and Products Liability with Lloyds of London underwrites per Besso Limited (Policy No. B05 95XR 574 8018).

(j) Contribution to Common Property Expenses

The developer is not liable for any common property expenses.

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


By Laws as required.

Restrictions, Easements, Rights of Ways, Positive Covenants, Leases or other rights as required by Consent Authorities, Government Departments, Service Authorities or other parties which are reasonably necessary for the completion of the Scheme.

Creation of Management Agreement as required.

Concept Plan for Stages 2-6 subdivision of developments lot(s) 16 and subsequent development lots

See sheets 6 to 23

Approved Form 8	Strata Development Contract	Sheet 5 of 23 sheets
Office Use Only		Office Use Only
Registered:	 3/05/2019	SP99270

Certificate of Planning Authority

~~*The Planning Authority (insert name)~~
*The Accredited Certifier (insert name) **KEITH APPS** Accreditation No: **BPB0012**

Certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene:

- (i) The conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or
 - (ii) The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (indicate exception if applicable)
-
-

Date: **11TH MARCH 2019**

Certificate Reference: **CDC 2019-162**

Signed by: **KEITH APPS**

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

Signature: 

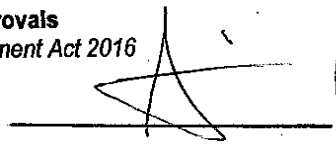
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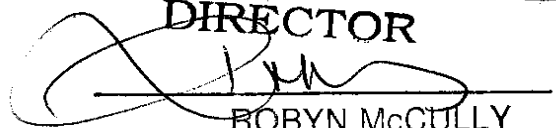
*Strike through inapplicable parts


Signatures, Consents, Approvals

Provided signatures/seals as required by section 79 Strata Schemes Development Act 2016

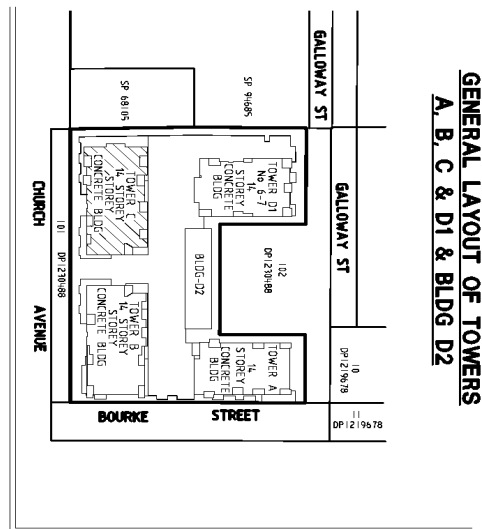
Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: **KARIMBLA PROPERTIES (NO.45) PTY LIMITED**
Authority: **ACN 166 206 551**
section 127 of the Corporations Act 2001


JAMES SIALEPIS
DIRECTOR

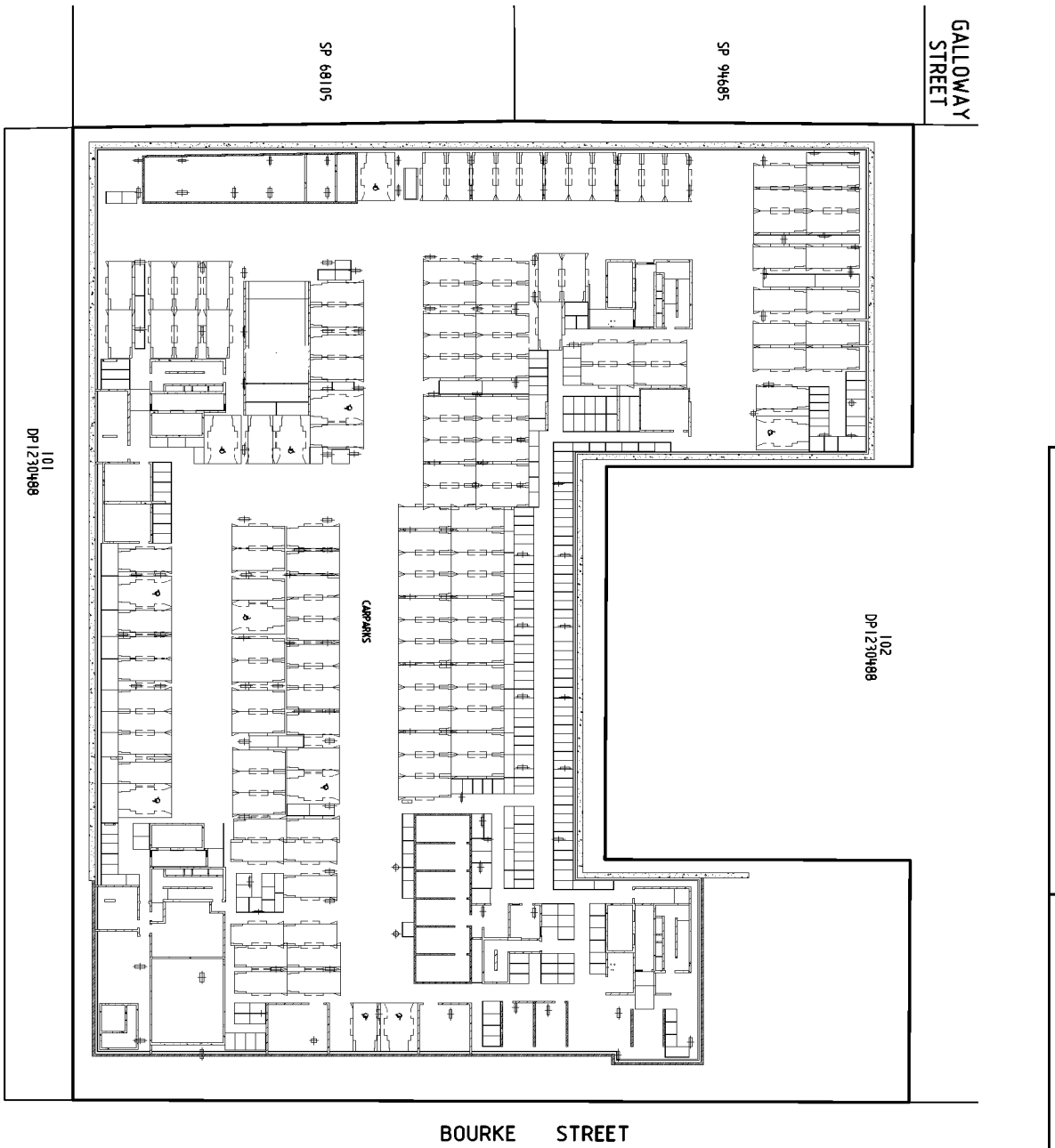

ROBYN McCULLY
SECRETARY



**GENERAL LAYOUT OF TOWERS
 A, B, C & D1 & BLDG D2**



**TOWER A, B, C, D1 & BLDG D2
 PARKING LEVEL
 SCALE 1:500**



**STRATA DEVELOPMENT CONTRACT
 CONCEPT PLAN
 PLAN OF DEVELOPMENT
 SUBDIVISION OF LOT 100 DP1230488
 No 42 CHURCH AVENUE
 MASCOT NSW 2020**

STRATA PLAN SP99270
 Consented to :
 Appn No.
 REGISTERED DATE 3/05/2019



SP99270

Sheet No. 7 of 23 Sheets ePlan

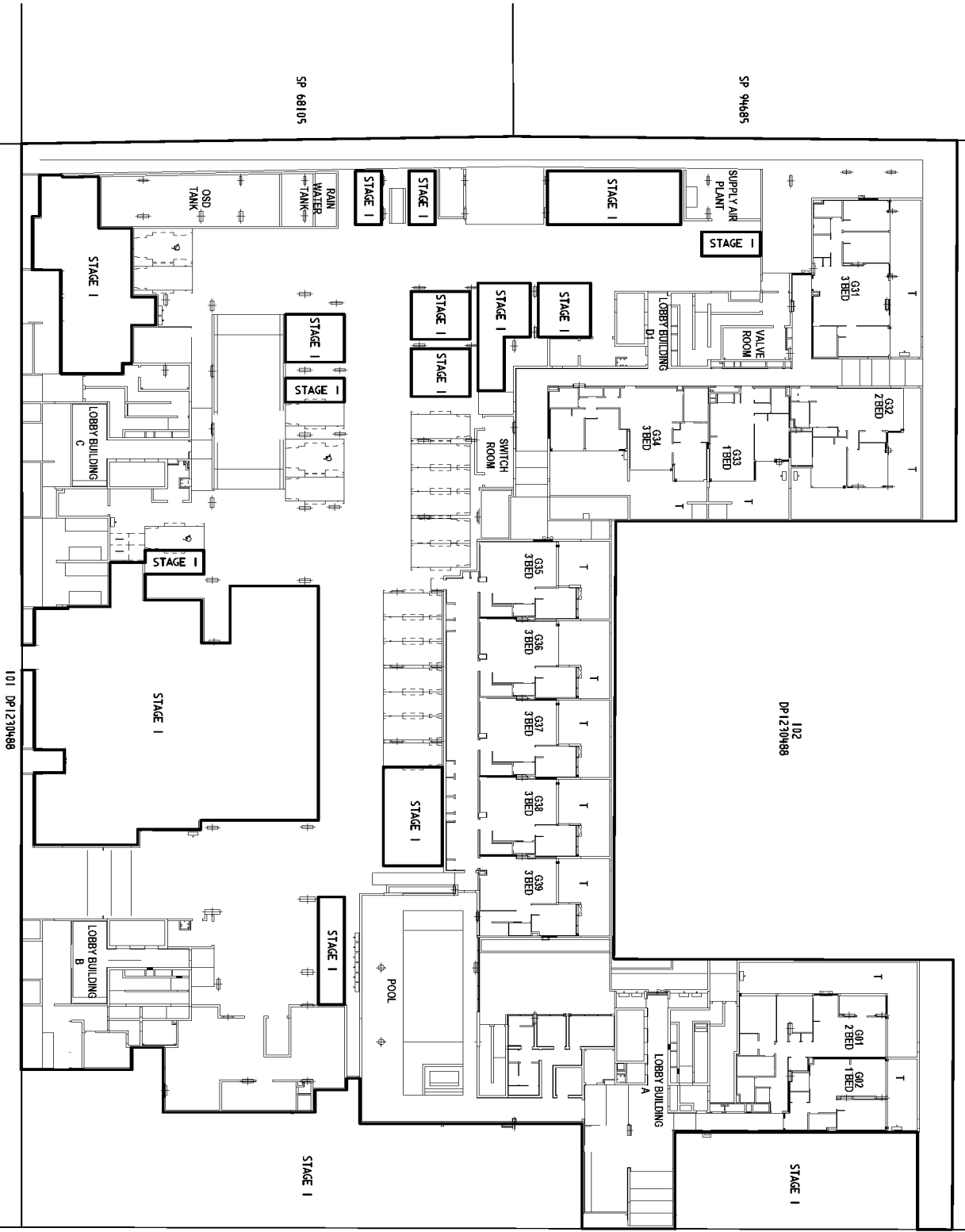
GALLOWAY STREET

TOWER A, B, C, D1 & BLDG D2
LEVEL GROUND
 SCALE 1:400

T - DENOTES TERRACE

STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
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SUBDIVISION OF LOT 100 DP1230488
NO 42 CHURCH AVENUE
MASCOT NSW 2020

STRATA PLAN SP99270
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BOURKE STREET

SP 68105

SP 94685

101 DP 1230488

102 DP 1230488

GALLOWAY STREET

TOWER A, B, C, D1 & BLDG D2
LEVEL 1
 SCALE 1:400

B - DENOTES BALCONY

STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
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MASCOT NSW 2020

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SP 94695

SP 68105

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 DP 1230488



BOURKE STREET

101 DP 1230488

GALLOWAY STREET

B - DENOTES BALCONY

**TOWER A, B, C, D1 & BLDG D2
LEVEL 2
SCALE 1:400**

**STRATA DEVELOPMENT CONTRACT
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MASCOT NSW 2020**

STRATA PLAN SP99270

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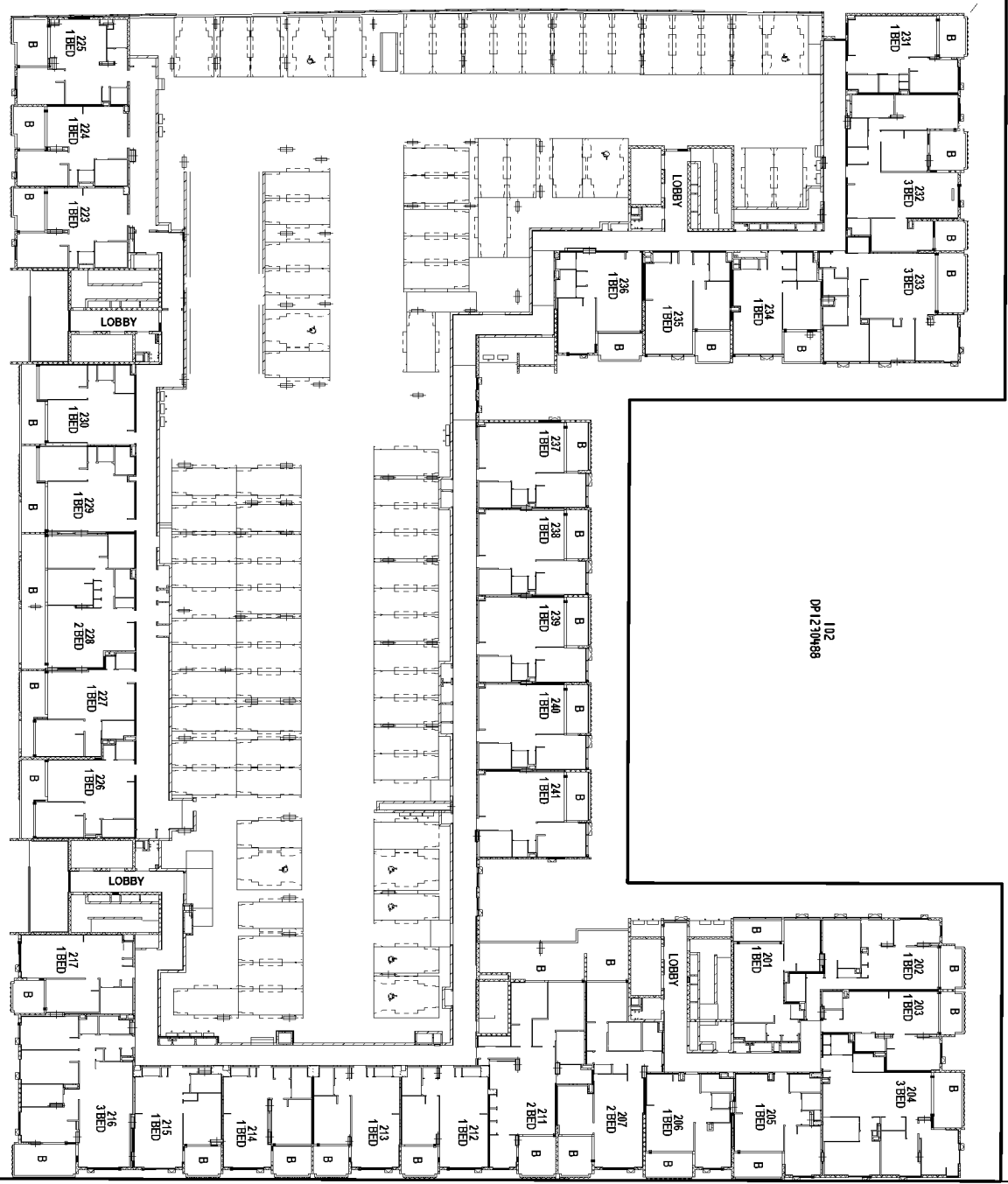
REGISTERED DATE  3/05/2019

SP 94695

SP 68105

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DP 1230488

BOURKE STREET

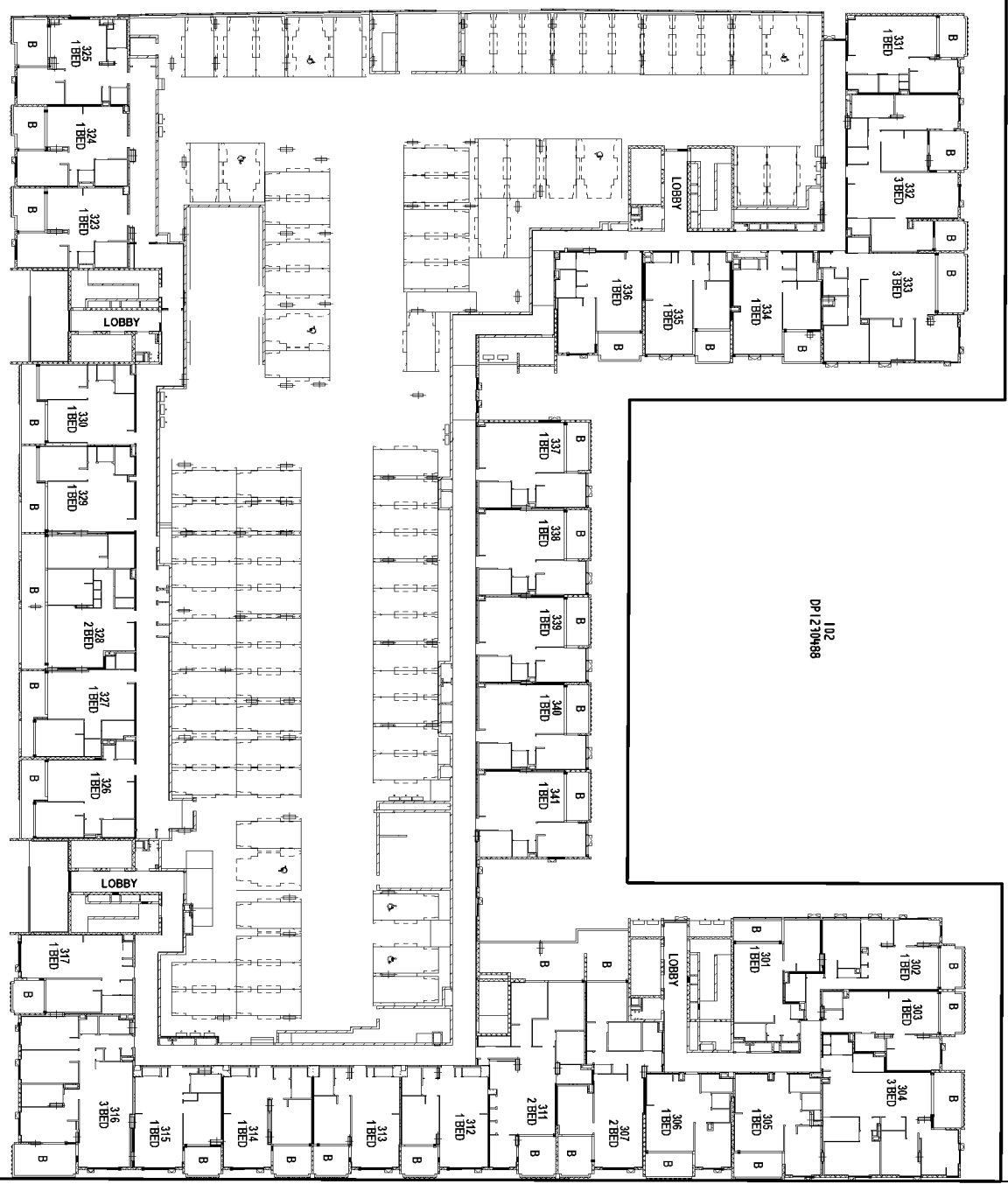


101 DP1230488

GALLOWAY STREET

SP 68105

SP 94485



TOWER A, B, C, D1 & BLDG D2
LEVEL 3
 SCALE 1:400

B - DENOTES BALCONY

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MASCOT NSW 2020

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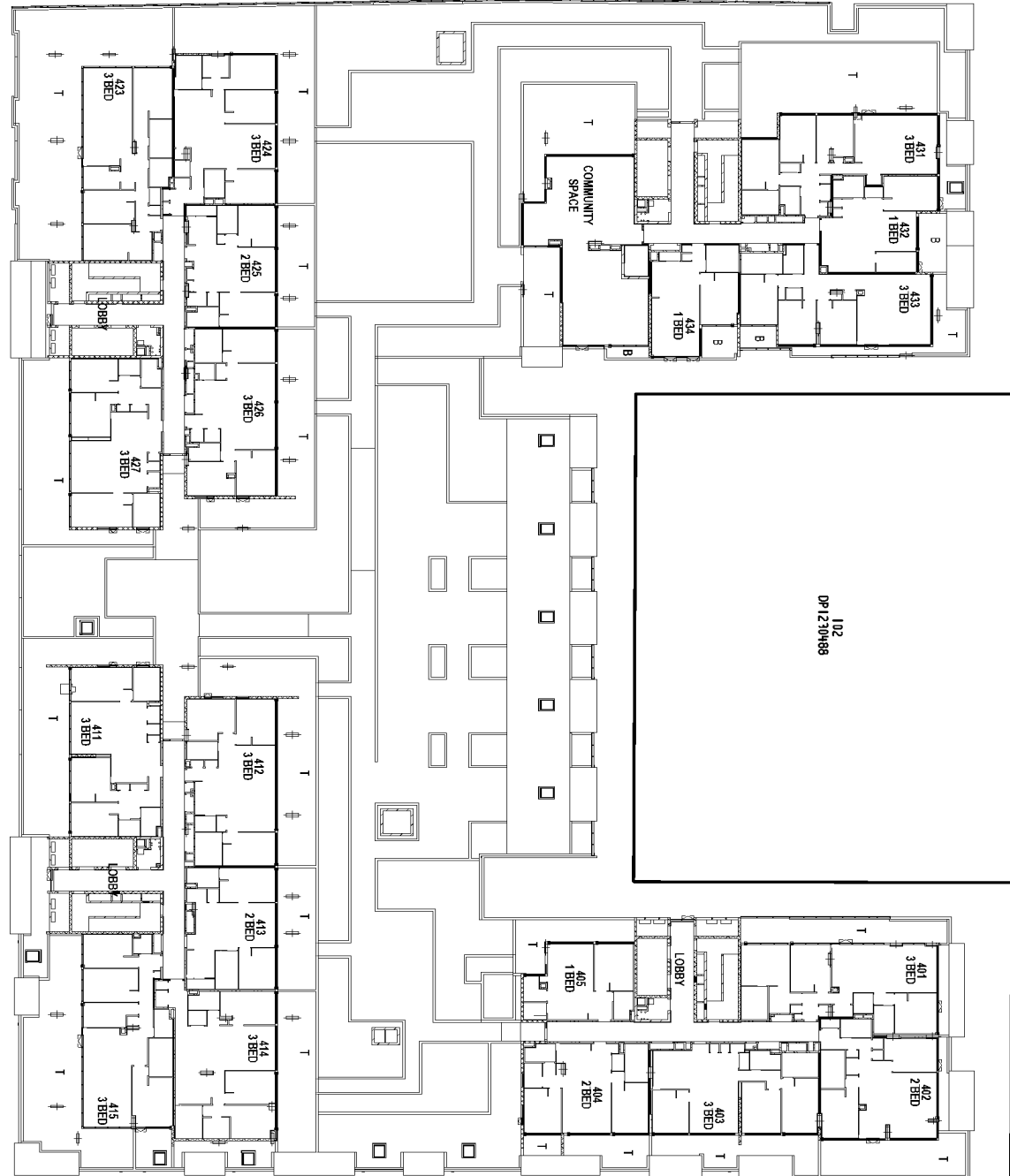
REGISTERED DATE  3/05/2019

BOURKE STREET

GALLOWAY STREET

SP 68105

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DP1230488

BOURKE STREET

TOWER A, B, C, D1 & BLDG D2
LEVEL 4
 SCALE 1:400

B- DENOTES BALCONY
 T- DENOTES TERRACE

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GALLOWAY STREET

TOWER A, B, C, D1
LEVEL 5
 SCALE 1:400

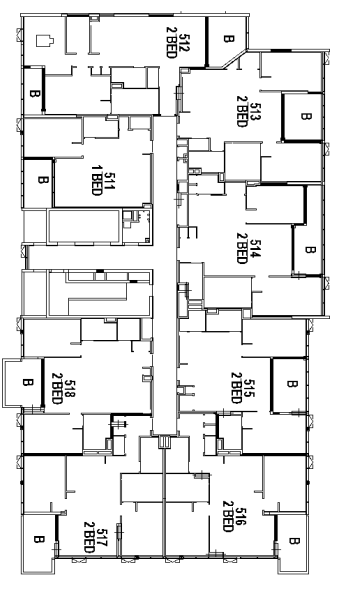
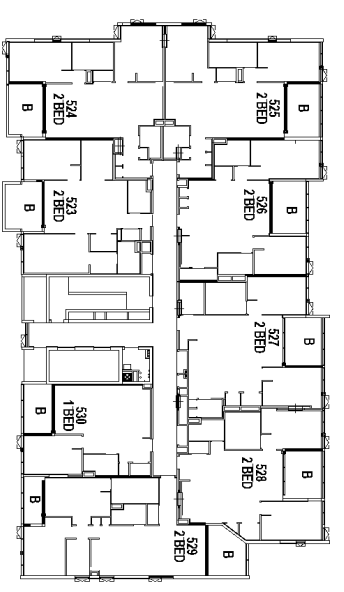
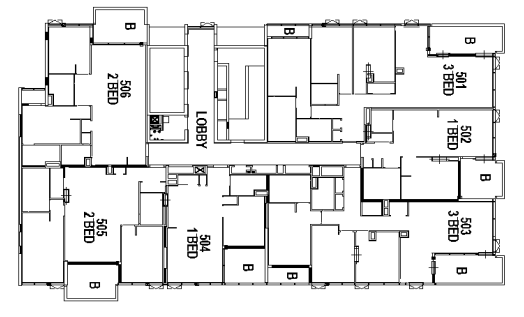
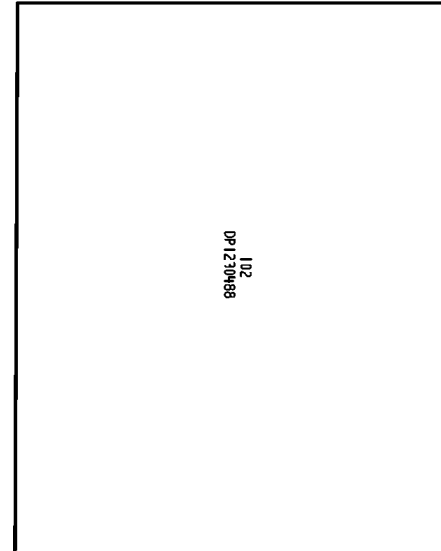
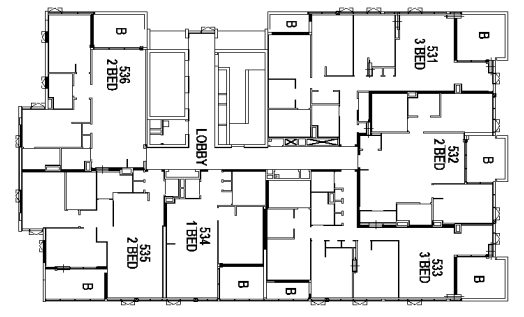
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BOURKE STREET

101 DP1230488



GALLOWAY STREET

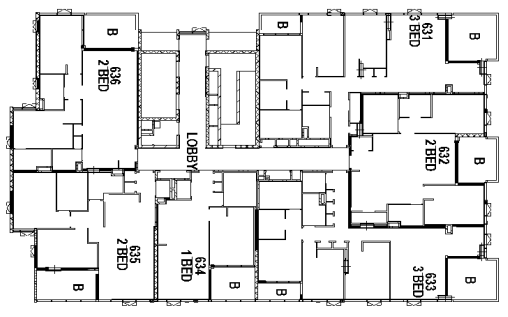
TOWER A, B, C, D1
LEVEL 6
 SCALE 1:400

B - DENOTES BALCONY

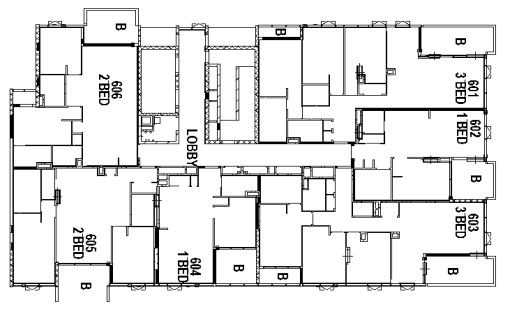
STRATA DEVELOPMENT CONTRACT
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 No 42 CHURCH AVENUE
 MASCOT NSW 2020

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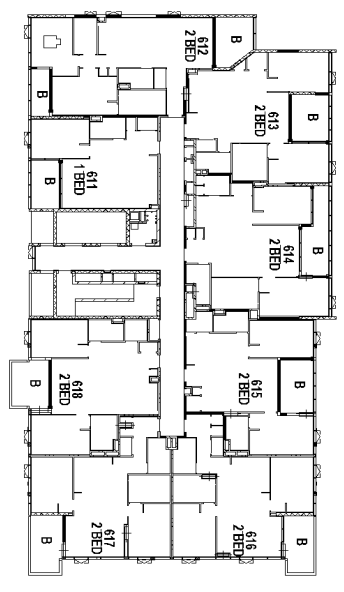
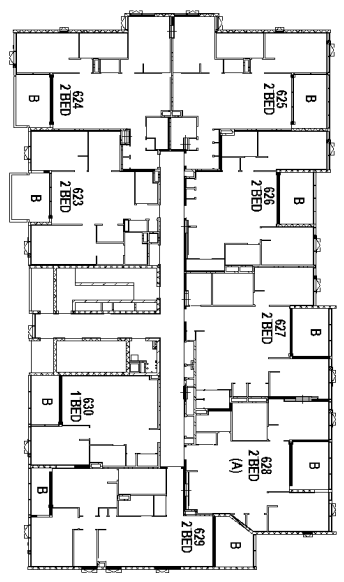
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SP 68105




BOURKE STREET

GALLOWAY STREET

TOWER A, B, C, D1
LEVEL 7
SCALE 1:400

B - DENOTES BALCONY

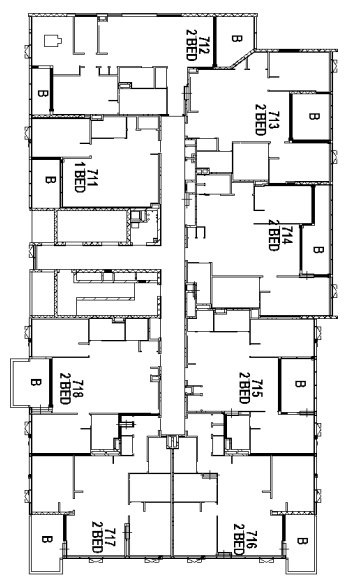
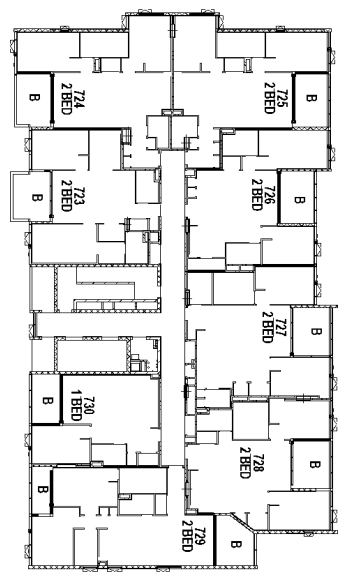
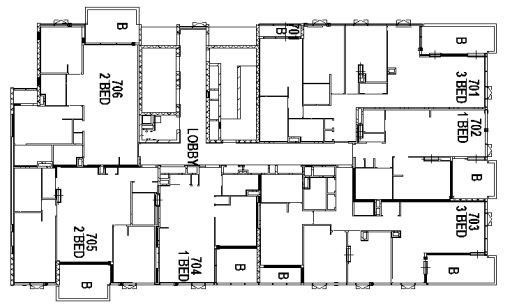
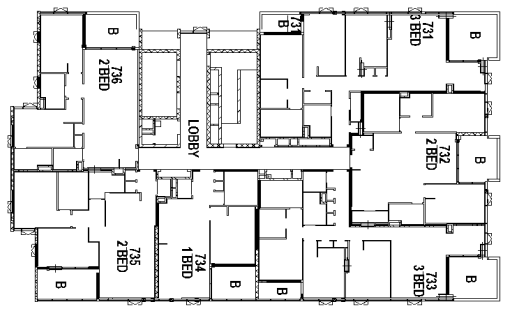
STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
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SUBDIVISION OF LOT 100 DP1230488
NO 42 CHURCH AVENUE
MASCOT NSW 2020

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SP 68105

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BOURKE STREET

101 DP1230488

GALLOWAY STREET

B - DENOTES BALCONY

TOWER A, B, C, D1
LEVEL 8
 SCALE 1:400

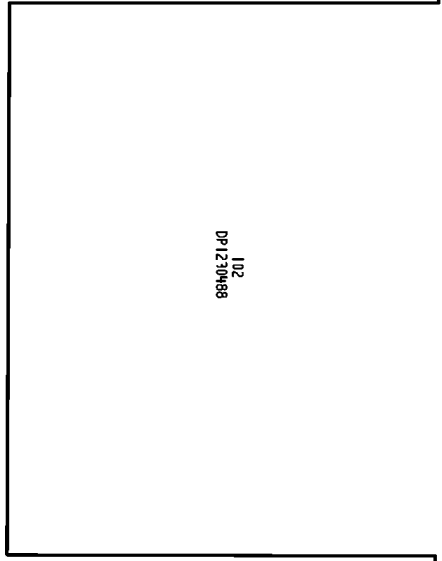
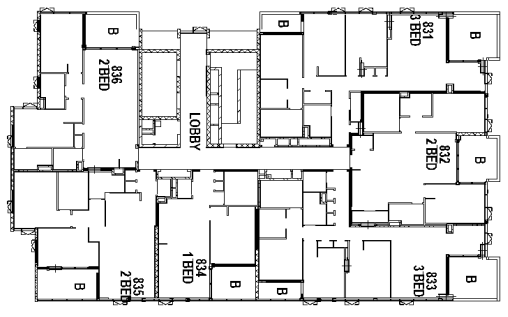
STRATA DEVELOPMENT CONTRACT
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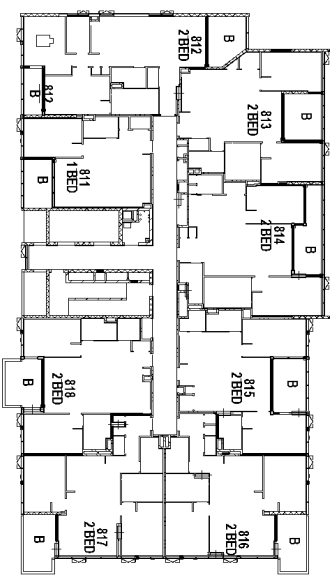
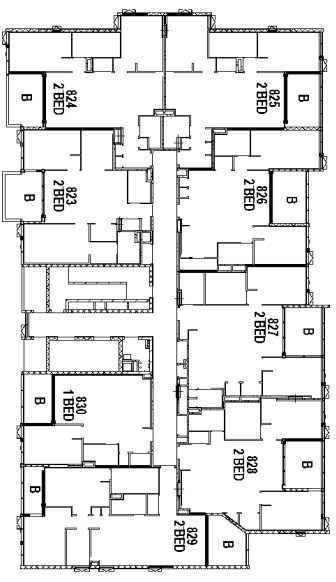
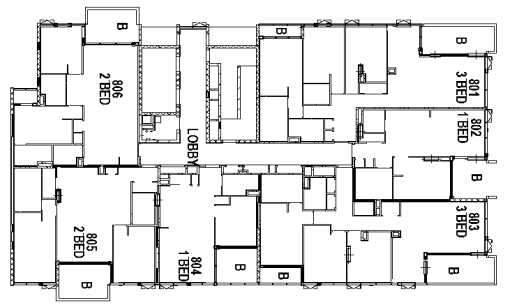


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BOURKE STREET


101 DP1230488

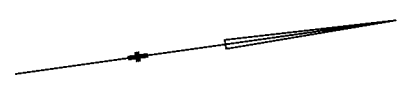
GALLOWAY STREET

TOWER A, B, C, D1
LEVEL 9
 SCALE 1:400

B - DENOTES BALCONY

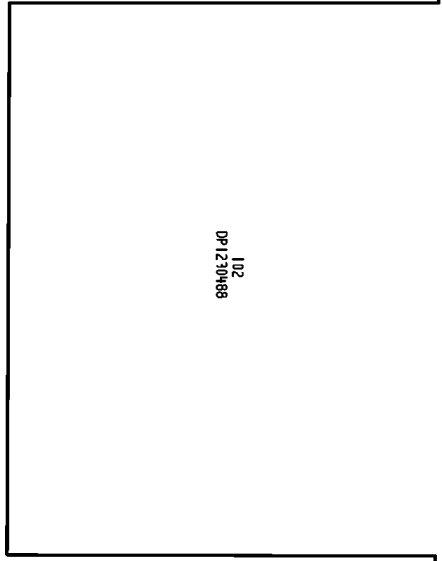
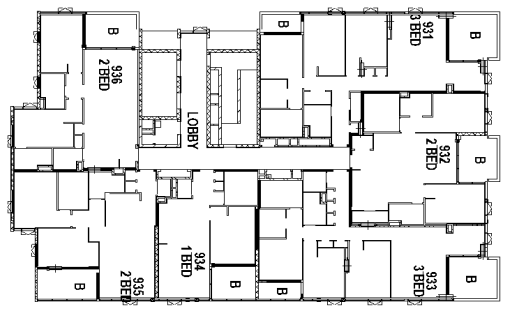
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NO 42 CHURCH AVENUE
MASCOT NSW 2020

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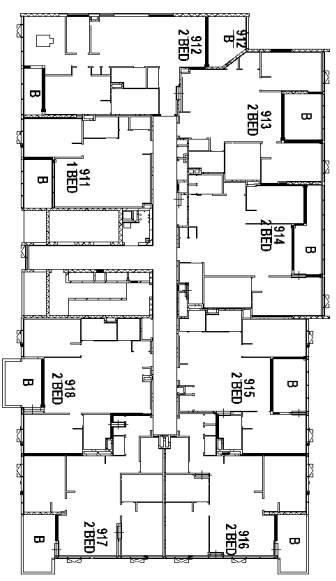
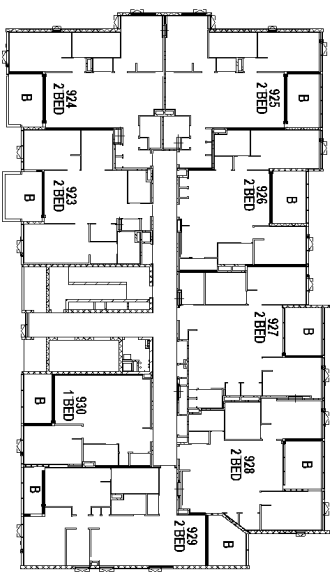
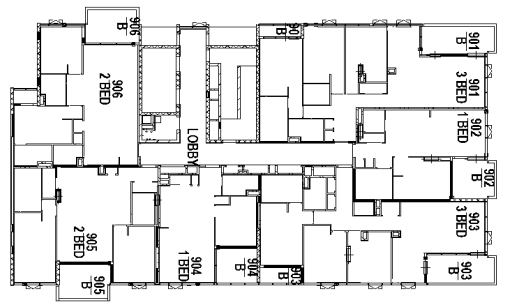


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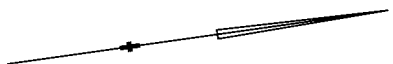
BOURKE STREET

TOWER A, B, C, D1
LEVEL 10
SCALE 1:400

B - DENOTES BALCONY

STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
PLAN OF DEVELOPMENT
SUBDIVISION OF LOT 100 DP1230488
NO 42 CHURCH AVENUE
MASCOT NSW 2020

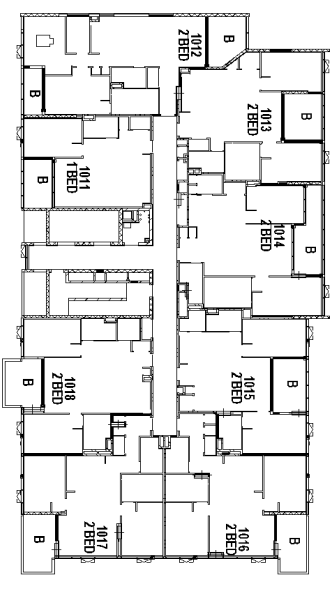
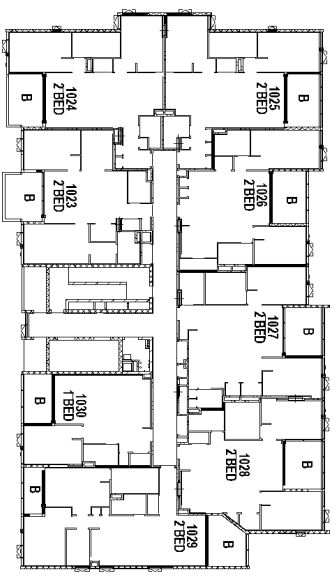
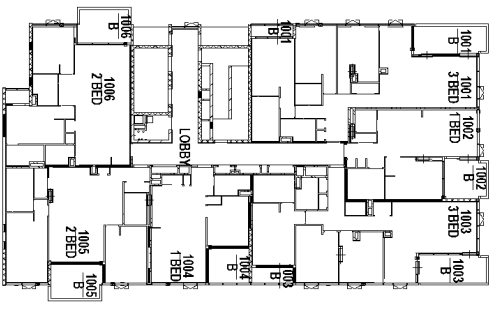
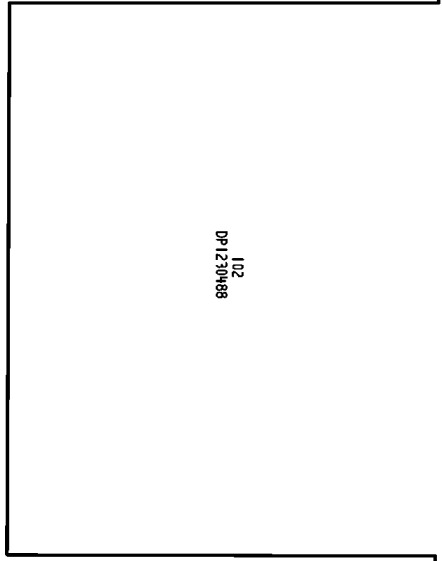
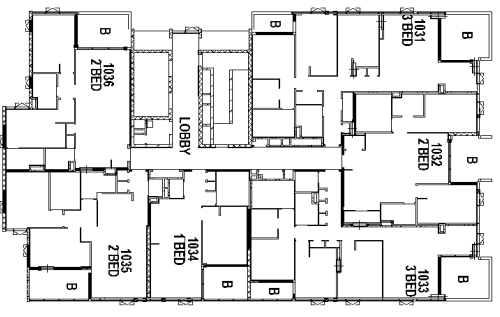
STRATA PLAN SP99270
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GALLOWAY STREET

SP 94695

SP 68105




BOURKE STREET

GALLOWAY STREET

B - DENOTES BALCONY

TOWER A, B, C, D1
LEVEL 11
SCALE 1:400

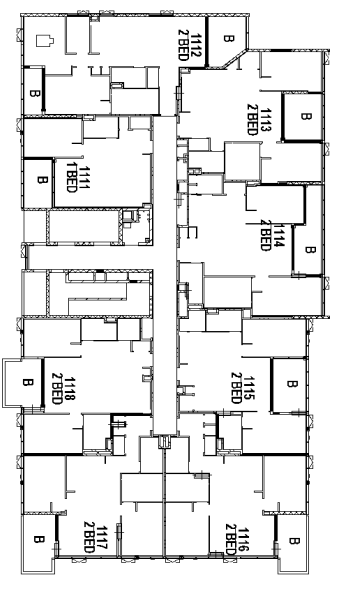
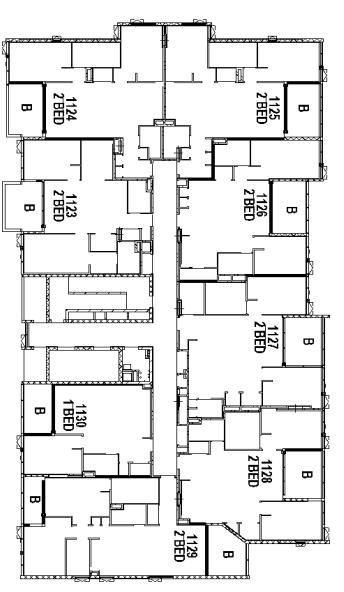
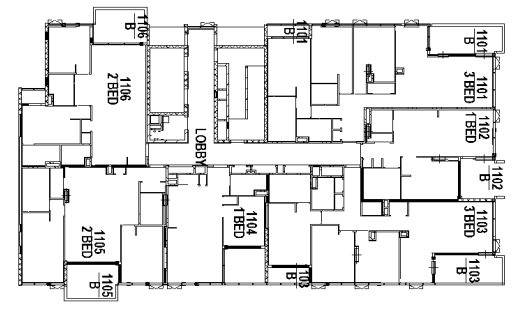
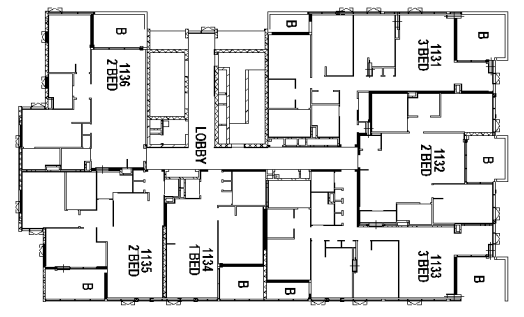
STRATA DEVELOPMENT CONTRACT
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NO 42 CHURCH AVENUE
MASCOT NSW 2020

STRATA PLAN SP99270
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BOURKE STREET


101 DP1230488

GALLOWAY STREET

B- DENOTES BALCONY

TOWER A, B, C, D1
LEVEL 12
SCALE 1:400

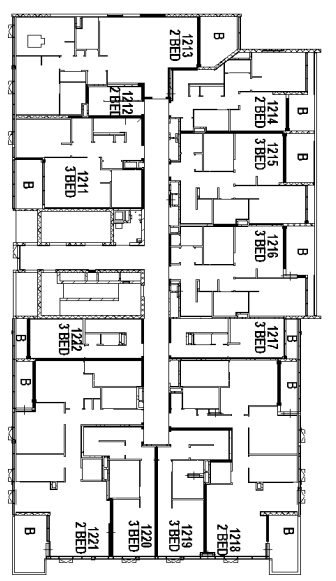
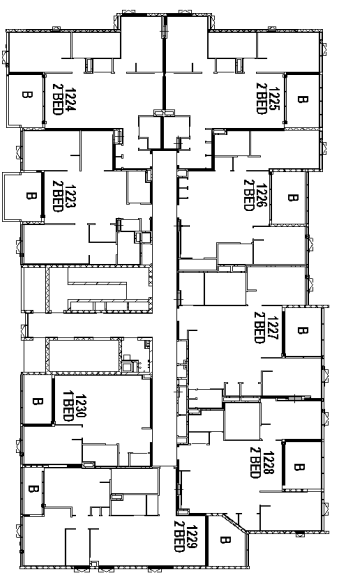
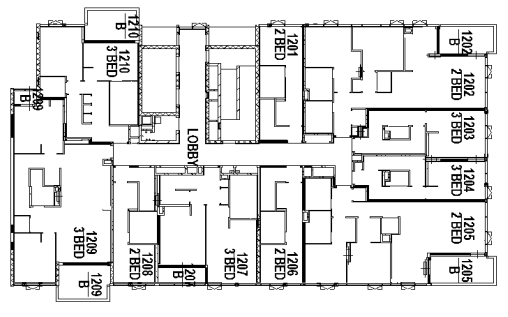
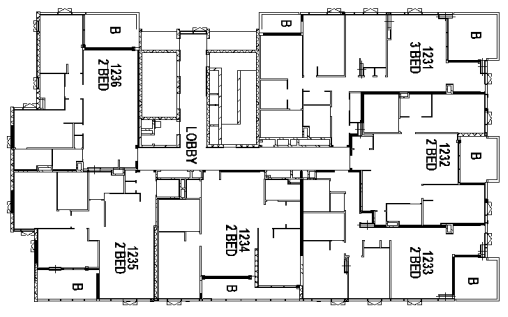
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NO 42 CHURCH AVENUE
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BOURKE STREET

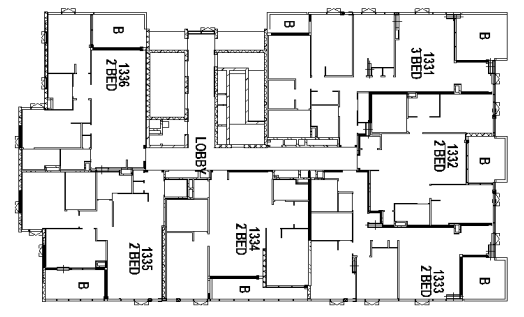
GALLOWAY STREET

TOWER A, B, C, D1
LEVEL 13
 SCALE 1:400

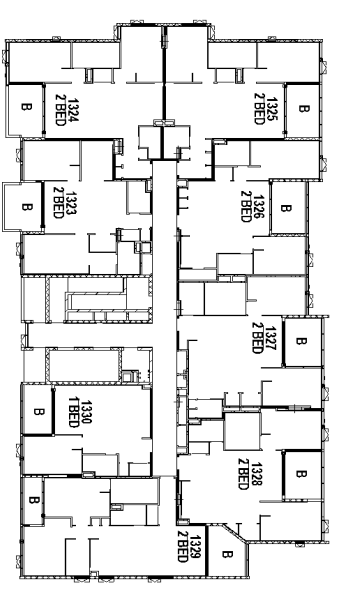
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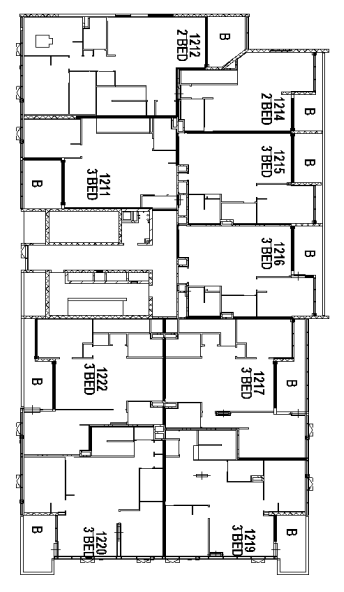
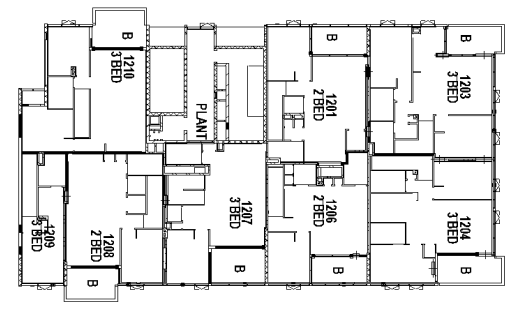
SP 94695



SP 68105



102
 DP1230488



BOURKE STREET

NORTHERN ELEVATION

SCALE 1:400

**STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
PLAN OF DEVELOPMENT
SUBDIVISION OF LOT 100 DP1230488
NO 42 CHURCH AVENUE
MASCOT NSW 2020**

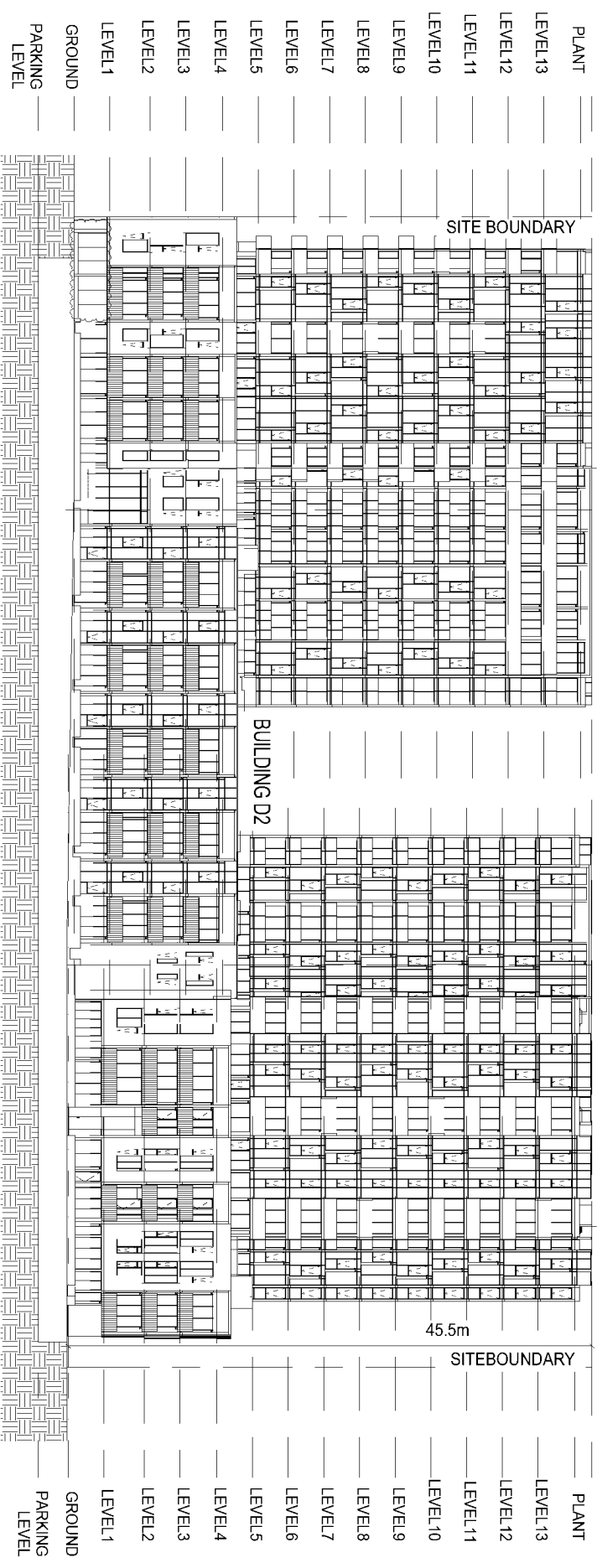
STRATA PLAN SP99270

Consented to :
Appn No.

REGISTERED DATE  3/05/2019

TOWER A

TOWER D1



EASTERN ELEVATION

SCALE 1:400

**STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
PLAN OF DEVELOPMENT
SUBDIVISION OF LOT 100 DP1230488
NO 42 CHURCH AVENUE
MASCOT NSW 2020**

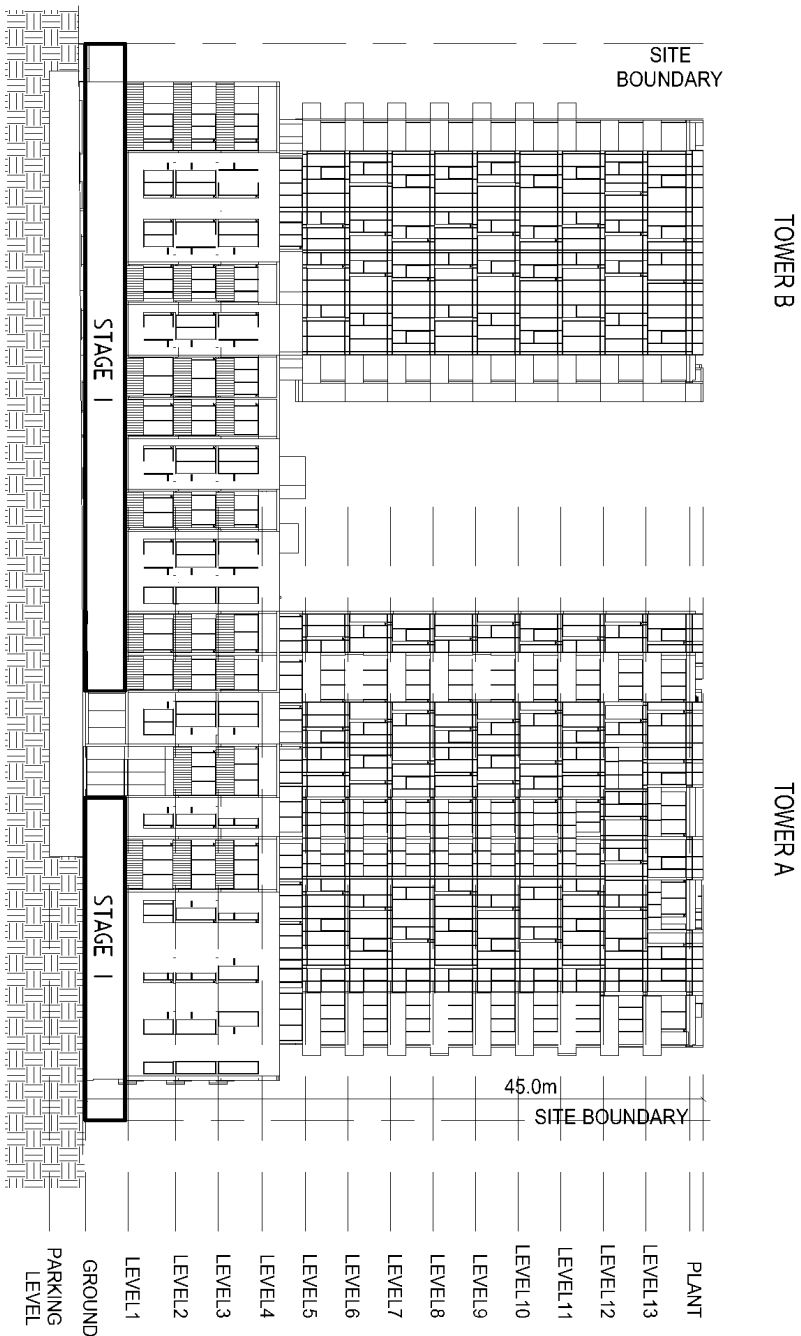
STRATA PLAN SP99270

Consented to :
Appn No.

REGISTERED DATE



3/05/2019



TOWER B

TOWER A

SITE BOUNDARY

45.0m
SITE BOUNDARY

- PLANT
- LEVEL13
- LEVEL12
- LEVEL11
- LEVEL10
- LEVEL9
- LEVEL8
- LEVEL7
- LEVEL6
- LEVEL5
- LEVEL4
- LEVEL3
- LEVEL2
- LEVEL1
- GROUND
- PARKING LEVEL

WESTERN ELEVATION

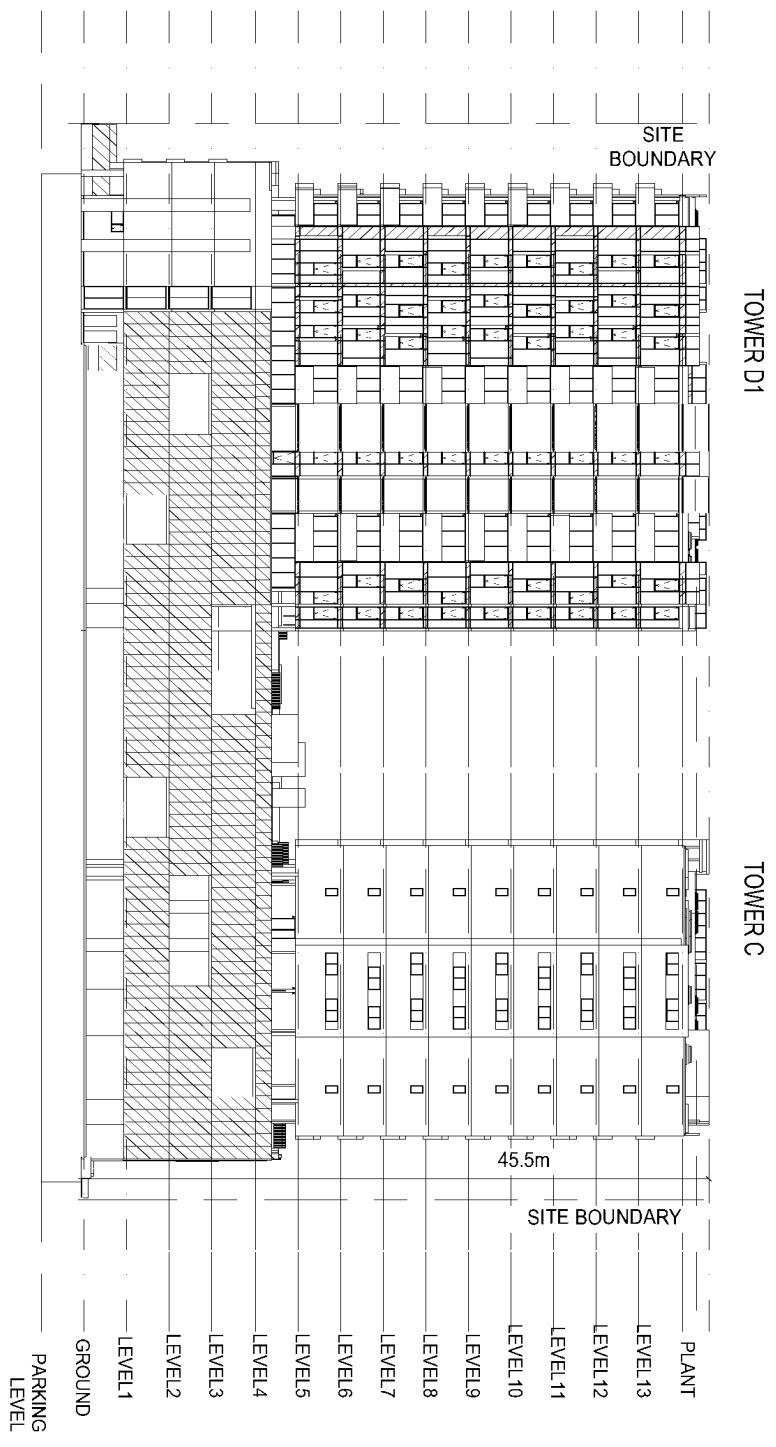
SCALE 1:400

**STRATA DEVELOPMENT CONTRACT
CONCEPT PLAN
PLAN OF DEVELOPMENT
SUBDIVISION OF LOT 100 DP1230488
NO 42 CHURCH AVENUE
MASCOT NSW 2020**

STRATA PLAN SP99270

Consented to :
Appn No.

REGISTERED DATE  3/05/2019



Form: 01TE
Release: 1.1
www.lpi.nsw.gov.au

3



TRANSFER INCLUDING EASEMENTS



9260756K

New South Wales
Real Property Act 1900

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

RELODGED
STAMP DUTY
- 3 FEB 2003

TIME: 11.15

Office of State Revenue use only		NEW SOUTH WALES DUTY 23-12-2002 0001232080-001 SECTION 18(2) DUTY \$ *****2.00
----------------------------------	--	-----------------------------------------------------------------------------------------

(A) **TORRENS TITLE**

Folio Identifier 1/376752, Folio Identifier 3/376752 and Part Folio Identifier 2/397364 now being Folio Identifier 21/1014063

(B) **TENEMENTS**

Servient	Dominant State Rail Authority of NSW
----------	-----------------------------------------

(C) **LODGED BY**

Delivery Box 42G	Name, Address or ACN Telephone ACUT Legal L6/7 MACQUARIE PLACE, SYDNEY DX 10263 SYDNEY STOCK EXCHANGE PHONE 02 - 9390 8100	CODE TE
Reference: KLM 13		

(D) **TRANSFEROR**

State Rail Authority of New South Wales

The transferor—

(E)

1. acknowledges receipt of the consideration of \$ 8,500,000.00

(F)

2. transfers to the transferee an estate in fee simple and

(G)

3. RESERVES an easement as set out in Schedule 2.

(H)

Encumbrances (if applicable): _____

(H) **TRANSFeree**

OPG Pty Limited ACN 003 435 023	The Common Seal of STATE RAIL AUTHORITY OF NEW SOUTH WALES was hereunto affixed in the presence of:-
TENANCY: _____	

(I)

DATE 2/1/03

(J)

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

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

Signature of witness:

Helene Vickers

Margot Christina Munn
Signature of authorised officer:

Name of witness:

HELENE VICKERS

Authorised officer's name: Margot Christina Munn
Authority of officer: Corporate Secretary
Signing on behalf of: State Rail Authority of NSW

Address of witness:

18 Lee St, Chipperdale
NSW

Certified for the purposes of the Real Property Act 1900 by the person whose signature appears below.

REFER TO ANNEXURE "B" FOR EXECUTION BY TRANSFeree

Signature:

Signatory's name:

THEO CASIMATIS

Signatory's capacity:

TRANSFeree's Solicitor

*min pps retain
10 yrs*

[Signature]

(K) **SCHEDULE 1**
Grant of easement

The transferor GRANTS:

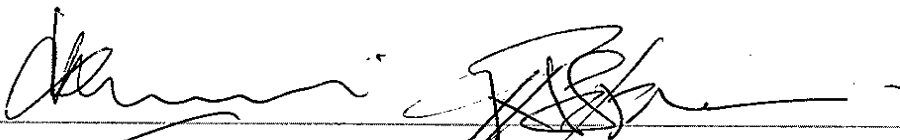
NOT APPLICABLE

(K) **SCHEDULE 2**
Reservation of easement

The transferor RESERVES:

1. EASEMENT FOR NOISE AND VIBRATION
 - 1.1 The transferor reserves for itself, its successors and assigns and all persons authorised by it or them the right to cause such noise and vibration as may arise from its operations to be transmitted into and across the land burdened.
 - 1.2 For the benefit of the right reserved the Transferee as owner of the land burdened covenants with the Transferor its successors and assigns as follows:
 - 1.2.1 to waive all rights and remedies which it might otherwise have had against the Transferor arising out of the exercise of rights under this easement; and
 - 1.2.2 to indemnify the Transferor against any demand, claim, suit or proceeding which might be made against the Transferor arising out of it exercising its rights under this easement.

CONTINUED ON ANNEXURE "A"



Annexure A to TRANSFER INCLUDING EASEMENT

Parties:

State Rail Authority of New South Wales as Transferor and OPG Pty Limited as Transferee

Dated 2/1/03

2. EASEMENT FOR ELECTROLYSIS

2.1 The Transferor reserves for itself, its successors and assigns and all persons authorised by it or them the right to cause electrical currents originating from its operations to pass across, above, through or under the land burdened.

2.2 For the purpose of this clause 'operations' includes all activities, infrastructure and works related to the operation of railway passenger services and railway freight services and any such transport service which is additional to or in substitution for any railway service.

3. RESTRICTION ON USE

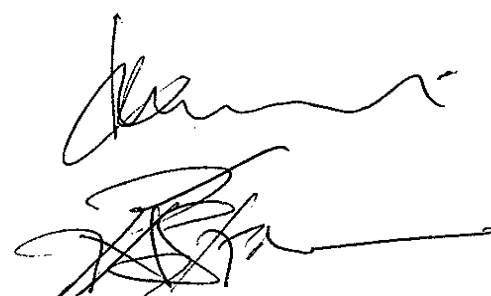
3.1 The Transferee for itself, its successors and assigns covenants with the Transferor for the benefit of the Transferor its successors and assigns and the Rail Infrastructure Corporation (RIC) that the Transferee will not without the prior written approval of the Transferor and RIC (all costs and expenses of the Transferor and RIC in connection therewith to be met by the Transferee:-

3.1.1 permit, allow or cause any water to be discharged from the land burdened onto, in, under or through any land owned by the Transferor;

3.1.2 erect or allow any drainage works to be erected on the land burdened unless they are also approved by the Council in the Local Government area in which the land burdened is situate and/or by Sydney Water;

3.2 The prescribed Authority pursuant to Section 88E of the Conveyancing Act, 1919 that is imposing this restriction is the State Rail Authority of New South Wales.

The land burdened by this restriction on use is Folio Identifier 1/376752, Folio Identifier 3/376752 and part Folio Identifier 2/397364 now being Folio Identifier 21/1014063.



Matarrance


Annexure "B" to Transfer Including Easement

Parties: State Rail Authority of New South Wales (Transferor) and OPG Pty Limited (Transferee)

Dated: 2/1/03

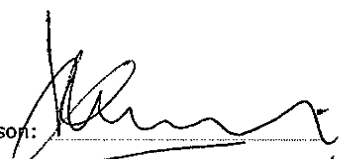
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **OPG Pty Limited**
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 

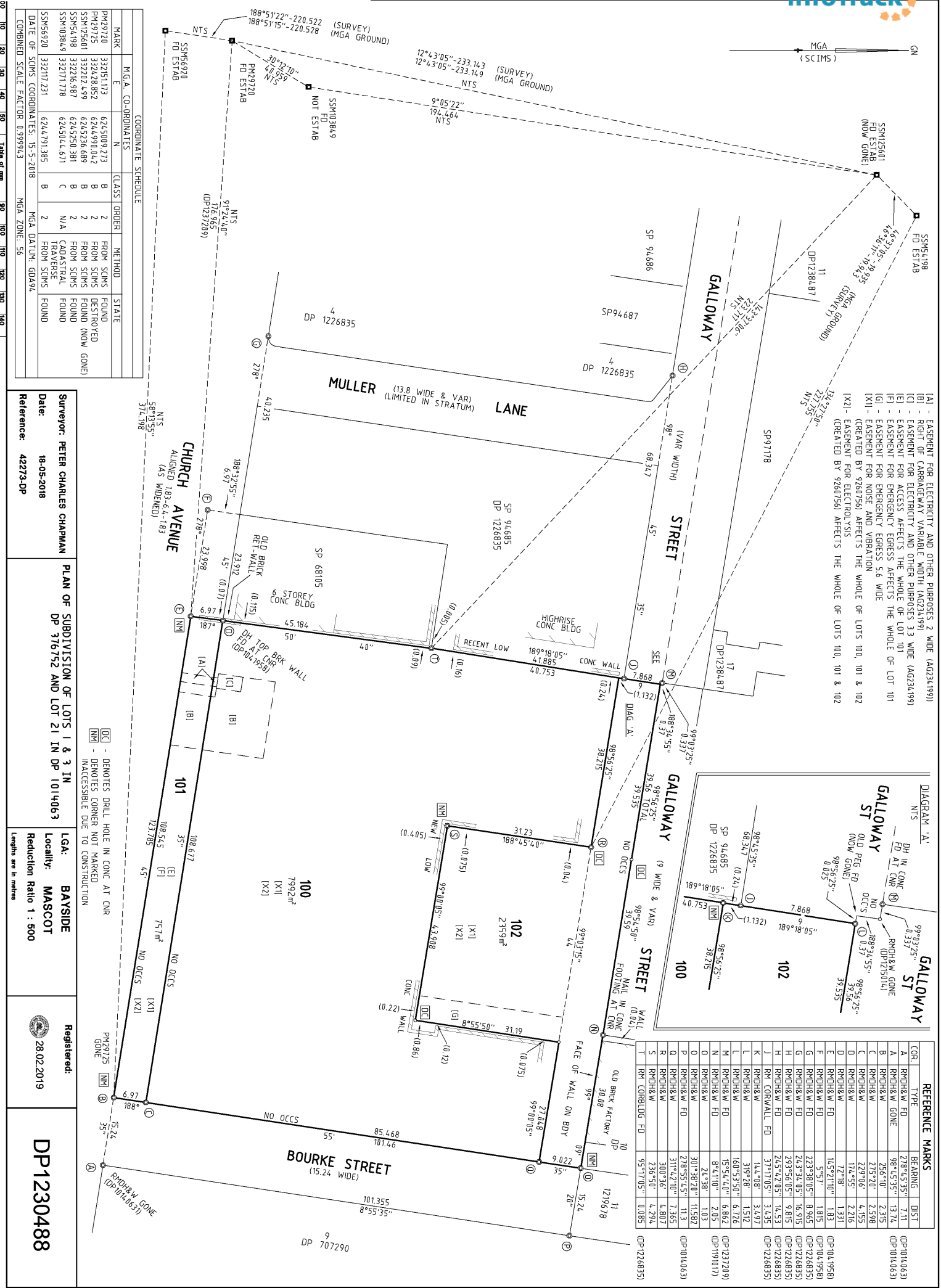
Name of authorised person: Rell Anthony Skinner

Office held: Director/Secretary

Signature of authorised person: 

Name of authorised person: Kevin Robert Muir

Office held: Director



- (A) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE (AQ2341991)
- (B) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (AQ234199)
- (C) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (AQ234199)
- (D) - EASEMENT FOR ACCESS AFFECTS THE WHOLE OF LOT 101
- (E) - EASEMENT FOR EMERGENCY EGRESS AFFECTS THE WHOLE OF LOT 101
- (F) - EASEMENT FOR EMERGENCY EGRESS AFFECTS THE WHOLE OF LOT 101
- (G) - EASEMENT FOR NOISE AND VIBRATION
- (H) - EASEMENT FOR NOISE AND VIBRATION
- (I) - EASEMENT FOR NOISE AND VIBRATION
- (J) - EASEMENT FOR NOISE AND VIBRATION
- (K) - EASEMENT FOR NOISE AND VIBRATION
- (L) - EASEMENT FOR NOISE AND VIBRATION
- (M) - EASEMENT FOR NOISE AND VIBRATION
- (N) - EASEMENT FOR NOISE AND VIBRATION
- (O) - EASEMENT FOR NOISE AND VIBRATION
- (P) - EASEMENT FOR NOISE AND VIBRATION
- (Q) - EASEMENT FOR NOISE AND VIBRATION
- (R) - EASEMENT FOR NOISE AND VIBRATION
- (S) - EASEMENT FOR NOISE AND VIBRATION
- (T) - EASEMENT FOR NOISE AND VIBRATION

REF	TYPE	BEARING	DIST
A	RNDH&W FD	278°45'35"	7.11
B	RNDH&W GONE	98°45'35"	13.74
C	RNDH&W	256°10'	2.315
D	RNDH&W	275°40'	2.598
E	RNDH&W	229°46'	4.155
F	RNDH&W	171°55'	2.216
G	RNDH&W	72°18'	1.331
H	RNDH&W	145°21'10"	1.83
I	RNDH&W	55°7'	1.015
J	RNDH&W	223°38'05"	8.965
K	RNDH&W	237°24'05"	16.915
L	RNDH&W	235°48'05"	9.815
M	RNDH&W	215°42'05"	14.53
N	RNDH&W	37°17'05"	3.435
O	RNDH&W	144°08'	3.497
P	RNDH&W	160°53'50"	6.176
Q	RNDH&W	155°44'0"	6.862
R	RNDH&W	8°41'00"	2.05
S	RNDH&W	26°36'	4.807
T	RNDH&W	236°30'	4.284

MARK	E	N	CLASS	ORDER	METHOD	STATE
PM92720	332151.172	62425009.372	B	2	FROM SCMS	FOUND
SM92725	332428.852	62424990.442	B	2	FROM SCMS	DESTROYED
SM92801	332202.499	62425256.689	B	2	FROM SCMS	FOUND (NOW GONE)
SM95198	332202.499	62425256.689	B	2	FROM SCMS	FOUND
SM940849	332217.778	62425054.671	C	N/A	CADASTRAL	FOUND
SM956920	332177.231	62441701.385	B	2	FROM TRAVERSE	FOUND


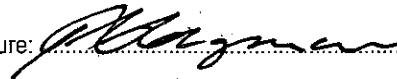
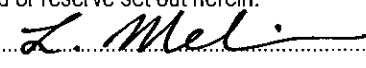
DATE OF SCMS COORDINATES: 15-5-2018
 MGA DATUM: GDA94
 MGA ZONE: 56
 COMBINED SCALE FACTOR: 0.999943

Surveyor: PETER CHARLES CHAPMAN
 Date: 18-05-2018
 Reference: 42273-DP


PLAN OF SUBDIVISION OF LOTS 1 & 3 IN DP 376752 AND LOT 21 IN DP 1014063

LGA: BAYSIDE
 Locality: MASCOT
 Reduction Ratio 1 : 500

Registered: 28.02.2019
 DP1230488

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  28.02.2019</p> <p>Title System: TORRENS</p>	<h1 style="margin: 0;">DP1230488</h1>	
<p>PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN DP376752 AND LOT 21 IN DP1014063</p>	<p>LGA: BAYSIDE Locality: MASCOT Parish: BOTANY County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, PETER CHARLES CHAPMAN of B & P SURVEYS 10 NERANG STREET NERANG QLD 4211 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>18/5/2018</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) _____ was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, _____ the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: PM29720-SSM125601 Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: <u>18/12/18</u> Surveyor Identification No: 781 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*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.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>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.</p> <p>Signature: _____ Date: _____ File Number: _____ Office: _____</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Luis Melim</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: _____ Consent Authority: <u>Bayside Council</u> Date of endorsement: <u>07-02-2019</u> Subdivision Certificate number: <u>SC 16/150</u> File number: <u>DA 16/150</u></p> <p><small>*Strike through if inapplicable.</small></p>	
<p>Plans used in the preparation of survey/compilation. DP1237209, DP376752, DP1014063, DP1041958, DP1226835, DP1191017</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Surveyor's Reference: 42273-DP</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Office Use Only
 Registered:  28.02.2019

**PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN
 DP376752 AND LOT 21 IN DP1014063**

Office Use Only
DP1230488

Subdivision Certificate number: SC 16/150
 Date of Endorsement: 03-02-2019

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

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

SCHEDULE OF STREET ADDRESSES

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY
100	NA	NA	NA	NA	MASCOT
101	NA	NA	NA	NA	MASCOT
102	NA	NA	NA	NA	MASCOT

PURSUANT TO S88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS (ENTIRE LOT)
2. EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
3. RESTRICTION ON THE USE OF LAND
4. POSITIVE COVENANT
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. EASEMENT FOR EMERGENCY EGRESS 5.6 WIDE

If space is insufficient use additional annexure sheet

Surveyor's Reference:42273-DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  28.02.2019

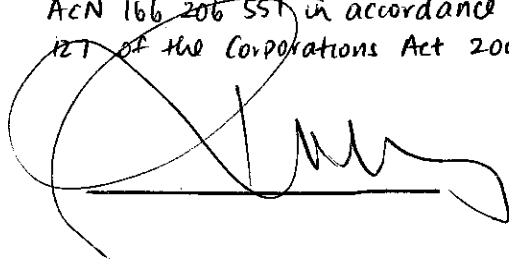
PLAN OF SUBDIVISION OF LOTS 1 AND 3 IN DP376752 AND LOT 21 IN DP1014063

DP1230488

Subdivision Certificate number: sc 16/150
Date of Endorsement: 07-02-2019

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

Executed by Karumba Properties (No. 45) Pty Ltd
AcN 166 206 551 in accordance with section
127 of the Corporations Act 2001 by



ROBYN McCULLY

SECRETARY



James Sialepis
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference:42273-DP

Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 1 of 8 Sheets)

Plan:

DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

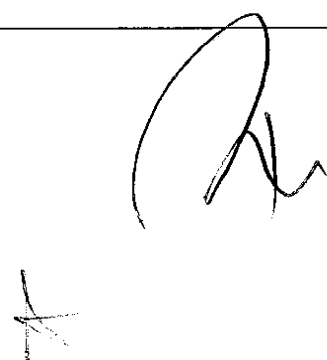
Full name and address of the owner of the land:

Karimbla Properties (No. 45) Pty Ltd ACN 166 206
551 of Level 11, 528 Kent Street, Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for Access (Entire Lot)	101	100
2.	Easement for Emergency Egress (Entire Lot)	101	100
3.	Restriction on the Use of Land	100	Bayside Council
4.	Positive Covenant	100	Bayside Council
5.	Restriction on the Use of Land	100	Bayside Council
6.	Positive Covenant	100	Bayside Council
7.	Easement for Emergency Egress 5.6 Wide	102	100


Council's Authorised Delegate



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 2 of 8 Sheets)

Plan:

DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

PART 2 (TERMS)

1. TERMS OF EASEMENT FOR ACCESS NUMBERED 1 IN THE PLAN

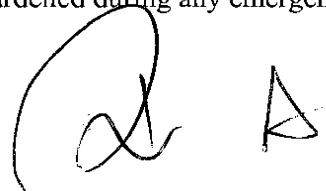
- 1.1 Subject to the terms of this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited shall have the right to access, go, pass and repass at all times over the Easement for Access area PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.
- 1.2 In exercising the rights granted by this easement, the owner of the lot benefited and any persons authorised by the owner of the benefited:
- (a) enters the lot burdened at his/her own risk;
 - (b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;
 - (c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;
 - (d) must cause no damage to the lot burdened and any improvements on it;
 - (e) must not obstruct the use of the lot burdened.
- 1.4 The owner of the lot benefited and any persons authorised by the owner of the benefited releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened.
- 1.5 The owner of the lot benefited and any persons authorised by the owner of the benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any persons authorised by the owner of the benefited.

2. TERMS OF EASEMENT FOR EMERGENCY EGRESS NUMBERED 2 IN THE PLAN

- 2.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened during any emergency situation



Council's Authorised Delegate



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 3 of 8 Sheets)

Plan:

DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

or for fire drill purposes.

2.2 The owner of the lot benefited and any persons authorised by the owner of the benefited releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened.

2.3 The owner of the lot benefited and any persons authorised by the owner of the benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any persons authorised by the owner of the benefited.

3. TERMS OF RESTRICTON ON THE USE OF LAND NUMBERED 3 IN THE PLAN

3.1 The owner of the lot burdened hereby burdened shall not make or permit or suffer the making of any alterations to any on-site detention system, which is, or shall be, constructed on the lot burdened without the prior consent in writing of Bayside Council.

3.2 The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, orifice plate, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.

3.3 The on-site detention system is detailed on the plans prepared by AT & L and approved by Metropolitan Building Approvals as Construction Certificate No. C17-005-3 issued on 5 July 2018 under Development Consent No 16/150.

3.4 Name of Authority having the power to release, vary or modify the abovementioned Restriction on Use of Land referred to is Bayside Council.

4. TERMS OF POSITIVE COVENANT NUMBERED 4 IN THE PLAN

4.1 The owner of the lot burdened hereby burdened will in respect of the on-site detention system:

- (a) keep the on-site detention system clean and free from silt, rubbish and debris;
- (b) maintain and repair the whole of the on-site detention system at the sole expense of the owner of the lot burdened so that it functions in a safe and efficient manner;


Council's Authorised Delegate



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 4 of 8 Sheets)

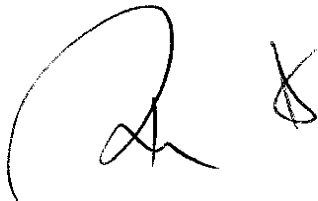
Plan:

DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

-
- (c) permit the authority benefited or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the lot burdened for the compliance with the requirements of this Positive Covenant;
- (d) comply with the terms of any written notice issued by the authority benefited in respect of the requirements of this Positive Covenant within the time stated in the notice; and
- (e) refer to the maintenance schedule as an appendix to items (a) and (b) mentioned above.
- 4.2 Pursuant to section 88F(3) of the Conveyancing Act 1919 ("the Act"), the authority benefited shall have the following additional powers:
- (a) in the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by the authority benefited as set out above, the authority benefited or its authorised agents may enter the lot burdened with all necessary materials and equipment and carry out any work which the authority benefited in its discretion considers reasonable to comply with the said notice reference to clause 4.1(d) above; and
- (b) the authority benefited may recover from the owner of the lot burdened in a Court of competent jurisdiction:
- (i) any expense reasonably incurred by it in exercising its power under sub-paragraphs (a) hereof. Such expense shall include reasonable wages for the authority benefited's employees engaged in effecting the work referred to in clause 4.2(a) above, supervising and administering the said work together with costs, reasonably estimated by the authority benefited, for the use of materials, machinery, tools and equipment in conjunction with the said work.
- (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- 4.3 Name of Authority having the power to release, vary or modify the abovementioned Positive Covenant referred to is Bayside Council.


Council's Authorised Delegate



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 5 of 8 Sheets)

Plan:

DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

5. TERMS OF RESTRICTON ON THE USE OF LAND NUMBERED 5 IN THE PLAN

- 5.1 The owner of the lot burdened hereby burdened shall not make or permit or suffer the making of any alterations to any Stormwater Quality Improvement Device (SQID), which is, or shall be, constructed/installed on the lot burdened without the prior consent in writing of Bayside Council.
- 5.2 The expression "Stormwater Quality Improvement Device (SQID)" shall include all devices and mediums that designed to treat stormwater as well as all ancillary pipes, drains, kerbs, pits, grates, chambers, basins and surfaces that direct stormwater to the Stormwater Quality Improvement Device (SQID).
- 5.3 The Stormwater Quality Improvement Device (SQID) is detailed on the plans prepared by Stormwater 360 and approved by Metropolitan Building Approvals as Construction Certificate No C17-005, issued on 5 July 2018 under Development Consent No. 16/150.
- 5.4 Any Stormwater Quality Improvement Device (SQID) constructed on the lot(s) burdened is hereafter referred to as "the device".
- 5.5 Name of Authority having the power to release, vary or modify the abovementioned Restriction on Use of Land referred to is Bayside Council.

6. TERMS OF POSITIVE COVENANT NUMBERED 6 IN THE PLAN

- 6.1 The owner of the lot burdened hereby burdened will in respect of the Stormwater Quality Improvement Device (SQID) ("device"):
- (a) keep the device clean and free from silt, rubbish and debris
 - (b) maintain and repair the whole of the device at the sole expense of the owner of the lot burdened so that it functions in a safe and efficient manner;
 - (c) permit the authority benefited or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the lot burdened for the compliance with the requirements of this covenant;
 - (d) comply with the terms of any written notice issued by the authority benefited l in respect of the requirements of this covenant within the time stated in the notice; and
 - (e) refer to the maintenance schedule as an appendix to items (a) and (b) mentioned above.


Council's Authorised Delegate



Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 6 of 8 Sheets)

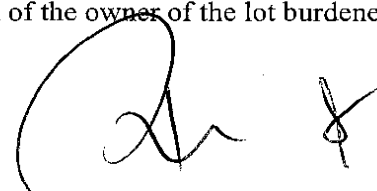
Plan:

DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

-
- 6.2 Pursuant to Section 88F(3) of the Conveyancing Act 1919 ("the Act") the authority benefited shall have the following additional powers:
- (a) in the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by the authority benefited as set out above, the authority benefited or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the authority benefited in its discretion considers reasonable to comply with the said notice referred to in clause 6.1(d) above; and
 - (b) the authority benefited may recover from the owner of the lot burdened in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the authority benefited's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the authority benefited, for the use of materials, machinery, tools and equipment in conjunction with the said work; and
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- 6.3 Name of Authority having the power to release, vary or modify the abovementioned Positive Covenant referred to is Bayside Council.
7. **TERMS OF EASEMENT FOR EMERGENCY EGRESS 5.6 WIDE NUMBERED 7 IN THE PLAN**
- 7.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened during any emergency situation or for fire drill purposes.
- 7.2 The owner of the lot benefited and any persons authorised by the owner of the benefited releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened.


Council's Authorised Delegate



Instrument setting out terms of easements or profit 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

Lengths are in metres

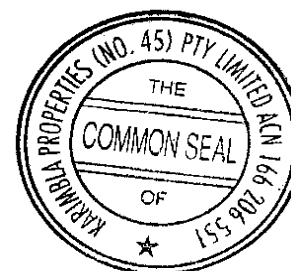
(Sheet 7 of 8 Sheets)

Plan:

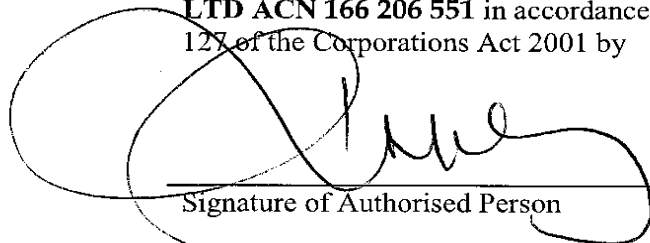
DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

7.3 The owner of the lot benefited and any persons authorised by the owner of the benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any persons authorised by the owner of the benefited.



EXECUTED by)
KARIMBLA PROPERTIES (NO. 45) PTY)
LTD ACN 166 206 551 in accordance section)
127 of the Corporations Act 2001 by)



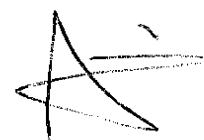
Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)



Signature of Authorised Person

James Sialepis

Office held **DIRECTOR**

Name of Authorised Person (please print)



Council's Authorised Delegate

Instrument setting out terms of easements or profit 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

Lengths are in metres

(Sheet 8 of 8 Sheets)

Plan:

DP1230488

Plan of Subdivision of Lots 1 & 3 in DP376752 and Lot 21 in DP 1014063 covered by Subdivision Certificate No. *SC 16/150*

BAYSIDE COUNCIL by its Authorised Delegate pursuant to s.377 Local Government Act 1933)
)
)
)

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

Peter Ward

Signature of Witness

PETER WARD

Name of Witness (please print)

444 PRINCES HIGHWAY

Address of Witness *ROCKDALE*

L. Melim

Signature of Authorised Delegate

Luis Melim

Name of Authorised Delegate (please print)

Manager - development services

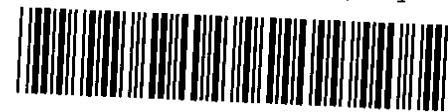
L. Melim

Council's Authorised Delegate

RA

Form: 07L
Release: 4.4

LEASE
New South Wales
Real Property Act 1900



AP61491F

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased
Certificate of Title F.I 100/1230488
Part being the Premises shown as "Substation Premises 77784 (P1) and 77785 (P2)" situated at 44 Church Avenue, Mascot NSW 2020 and shown in the plan annexed and marked "B" together with the right of way and easements referred to in Clauses 1 and 4 of Annexure "A".
currently lots 1 & 3 DP 1376752
& LOT 21 DP 1014063 to

Plan Fee Raised

I, Harrison Lu, am authorised to make this amendment

(B) LODGED BY

Document Collection Box 1056P	Name, Address or DX, Telephone, and Customer Account Number if any MERITON GROUP DX 1177 SYDNEY LPI NO: 123759V, Tel: 9287 2539	CODE L
	Reference: LW:Church Ave, Mascot - Substation Lease	

5.03.19

(C) LESSOR

KARIMBLA PROPERTIES (NO. 45) PTY LTD
ACN 166 206 551

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)

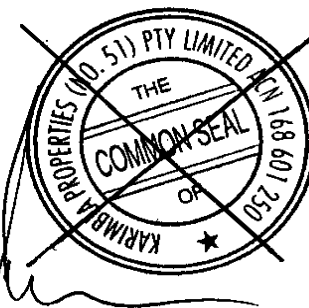
TENANCY:

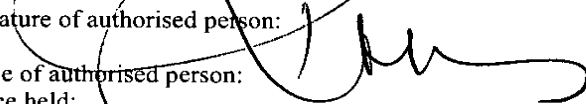
(G)


- TERM** FIFTY (50) YEARS
- COMMENCING DATE** 9 NOVEMBER 2018
- TERMINATING DATE** 8 NOVEMBER 2068
- With an **OPTION TO RENEW** for a period of TWENTY FIVE (25) YEARS set out in clause 29 of MEMORANDUM AK980904
- With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- Together with and reserving the **RIGHTS** set out in clause 1 AND 2 of ANNEXURE A
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** A & B hereto.
- Incorporates the provisions set out in memorandum recorded No. AK980904
- The **RENT** is set out in clause No. 5 of Memorandum AK980904

DATE 14 November 2018

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: KARIMBLA PROPERTIES (NO. 45) PTY LTD
Authority: section 127 of the Corporations Act 2001



Signature of authorised person: 
Name of authorised person: **ROBYN McCULLY**
Office held: **SECRETARY**

Signature of authorised person: 
Name of authorised person: **DAVID CREMONA**
Office held: **DIRECTOR**

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

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

Signature of witness:

Name of witness: For execution by the
Address of witness: Lessee - see page 4

Signature of lessee:

(I) **STATUTORY DECLARATION ***

I solemnly and sincerely declare that—

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

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

Annexure A to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 45) PTY LTD ACN 166 206 551 (AS LESSOR) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated: 14 November 2018

The Lessee shall have the benefit of the following rights:

1. A RIGHT OF WAY over the land shown as "(R) RIGHT OF WAY 3.2 and 4.58 WIDE" on the plan annexed and marked "B" on the terms contained in clause 18(a) of Memorandum AK980904.
2. An EASEMENT FOR ELECTRICITY PURPOSES over the land shown as "(E1) EASEMENT FOR ELECTRICITY PURPOSES 3.2 WIDE" on the plan annexed and marked "B" on the terms and conditions contained in clause 18(b) of Memorandum AK980904.
3. An EASEMENT FOR ELECTRICITY PURPOSES over the land shown as "(E2) EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE" on the plan annexed and marked "B" on the terms and conditions contained in clause 18(b) of Memorandum AK980904.
4. An EASEMENT FOR ELECTRICITY PURPOSES over the land shown as "(E3) EASEMENT FOR ELECTRICITY PURPOSES 4.75 WIDE" on the plan annexed and marked "B" on the terms and conditions contained in clause 18(b) of Memorandum AK980904.

The block contains two handwritten signatures in black ink. The top signature is a large, stylized cursive signature, possibly reading 'R. A.'. The bottom signature is a smaller, more compact cursive signature, possibly reading 'A. C.'.


Annexure A to LEASE

Parties:

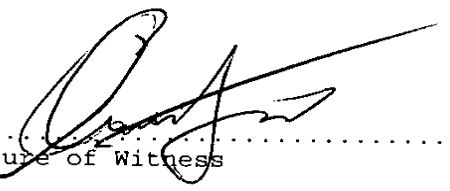
KARIMBLA PROPERTIES (NO. 45) PTY LTD ACN 166 206 551 (AS LESSOR) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated: 14 November 2018

Signed sealed and delivered for and on)
behalf of Alpha Distribution Ministerial)
Holding Corporation:)



) Signature of Agent for ~~Rob Whitfield~~, Michael Pratt
) NSW Treasury Secretary (NSW Treasurer's A-4
) delegate under delegation dated
) 24 November 2015), on behalf of Alpha
) Distribution Ministerial Holding
) Corporation



.....
Signature of Witness

ANGELO WRIKETO

.....
Name of Agent in full

PAREN TSWIGY
Name of Witness in full

~~126 Phillip Street~~ Sydney NSW 2000
52 Martin Place,



Annexure **B** to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 45) PTY LTD ACN 166 206 551 (AS LESSOR) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated: 14 November 2018

THIS AND THE FOLLOWING 3 PAGES ARE ANNEXURE B TO THE LEASE

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned in the bottom right corner of the page.

"B"

Sheet	of
1	3

PLAN

SHOWING SUBSTATION PREMISES 77784 AND 77785,
 EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY
 WITHIN LOT 100 IN DP1230488

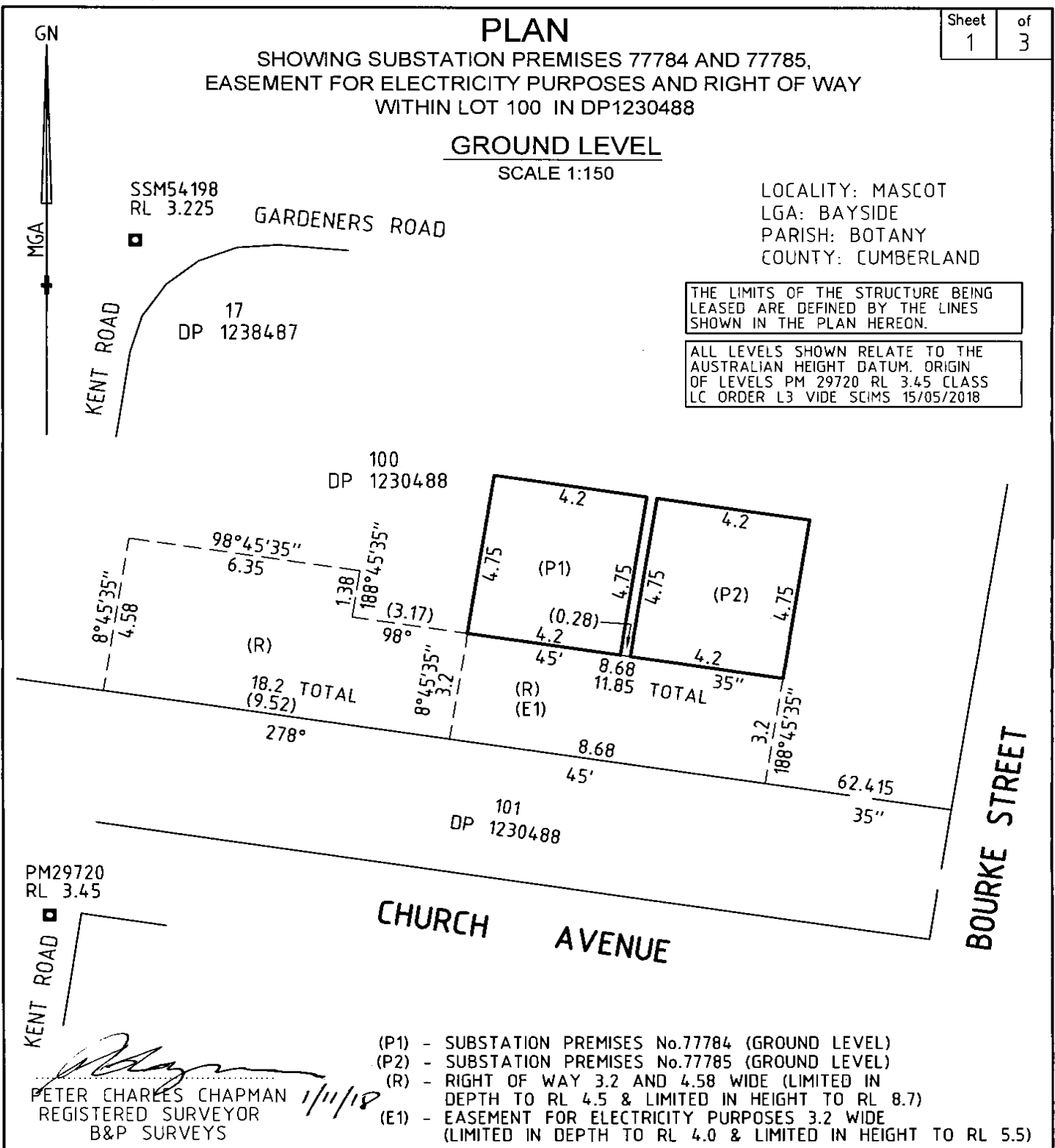
GROUND LEVEL

SCALE 1:150

LOCALITY: MASCOT
 LGA: BAYSIDE
 PARISH: BOTANY
 COUNTY: CUMBERLAND

THE LIMITS OF THE STRUCTURE BEING
 LEASED ARE DEFINED BY THE LINES
 SHOWN IN THE PLAN HEREON.

ALL LEVELS SHOWN RELATE TO THE
 AUSTRALIAN HEIGHT DATUM. ORIGIN
 OF LEVELS PM 29720 RL 3.45 CLASS
 LC ORDER L3 VIDE SCIMS 15/05/2018



- (P1) - SUBSTATION PREMISES No.77784 (GROUND LEVEL)
- (P2) - SUBSTATION PREMISES No.77785 (GROUND LEVEL)
- (R) - RIGHT OF WAY 3.2 AND 4.58 WIDE (LIMITED IN DEPTH TO RL 4.5 & LIMITED IN HEIGHT TO RL 8.7)
- (E1) - EASEMENT FOR ELECTRICITY PURPOSES 3.2 WIDE (LIMITED IN DEPTH TO RL 4.0 & LIMITED IN HEIGHT TO RL 5.5)

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED B REFERRED TO IN THE LEASE

[Handwritten signatures and seals]

Sheet	of
2	3

PLAN

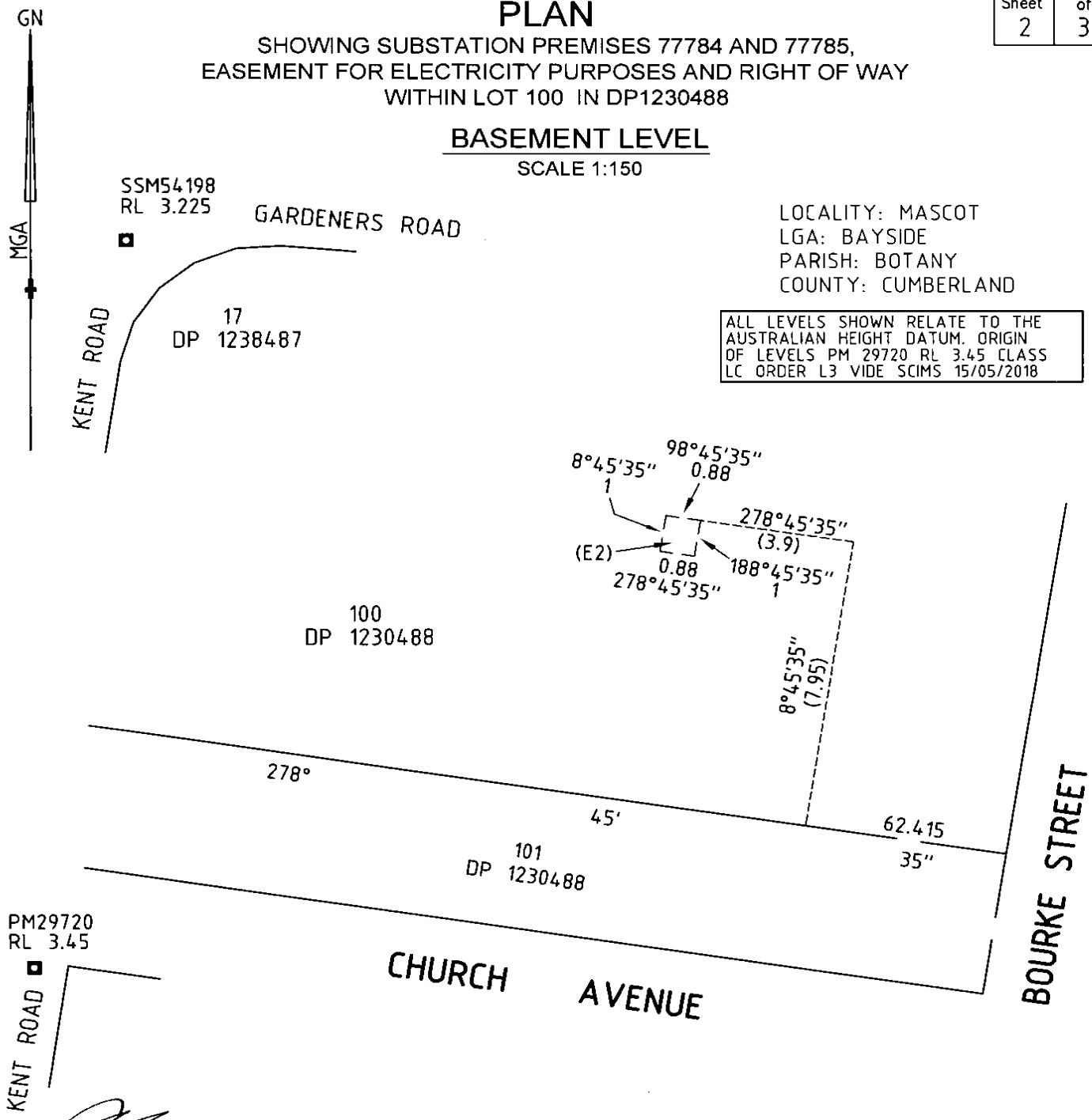
SHOWING SUBSTATION PREMISES 77784 AND 77785,
 EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY
 WITHIN LOT 100 IN DP1230488

BASEMENT LEVEL

SCALE 1:150

LOCALITY: MASCOT
 LGA: BAYSIDE
 PARISH: BOTANY
 COUNTY: CUMBERLAND

ALL LEVELS SHOWN RELATE TO THE AUSTRALIAN HEIGHT DATUM. ORIGIN OF LEVELS PM 29720 RL 3.45 CLASS LC ORDER L3 VIDE SCIMS 15/05/2018



PM29720
 RL 3.45

Peter Charles Chapman
 PETER CHARLES CHAPMAN
 REGISTERED SURVEYOR
 B&P SURVEYS

1/11/18

(E2) - EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE
 (LIMITED IN DEPTH TO RL 2.4 & LIMITED IN HEIGHT TO RL 4.5)

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED B REFERRED TO IN THE LEASE

Handwritten signatures

Sheet 3 of 3

PLAN

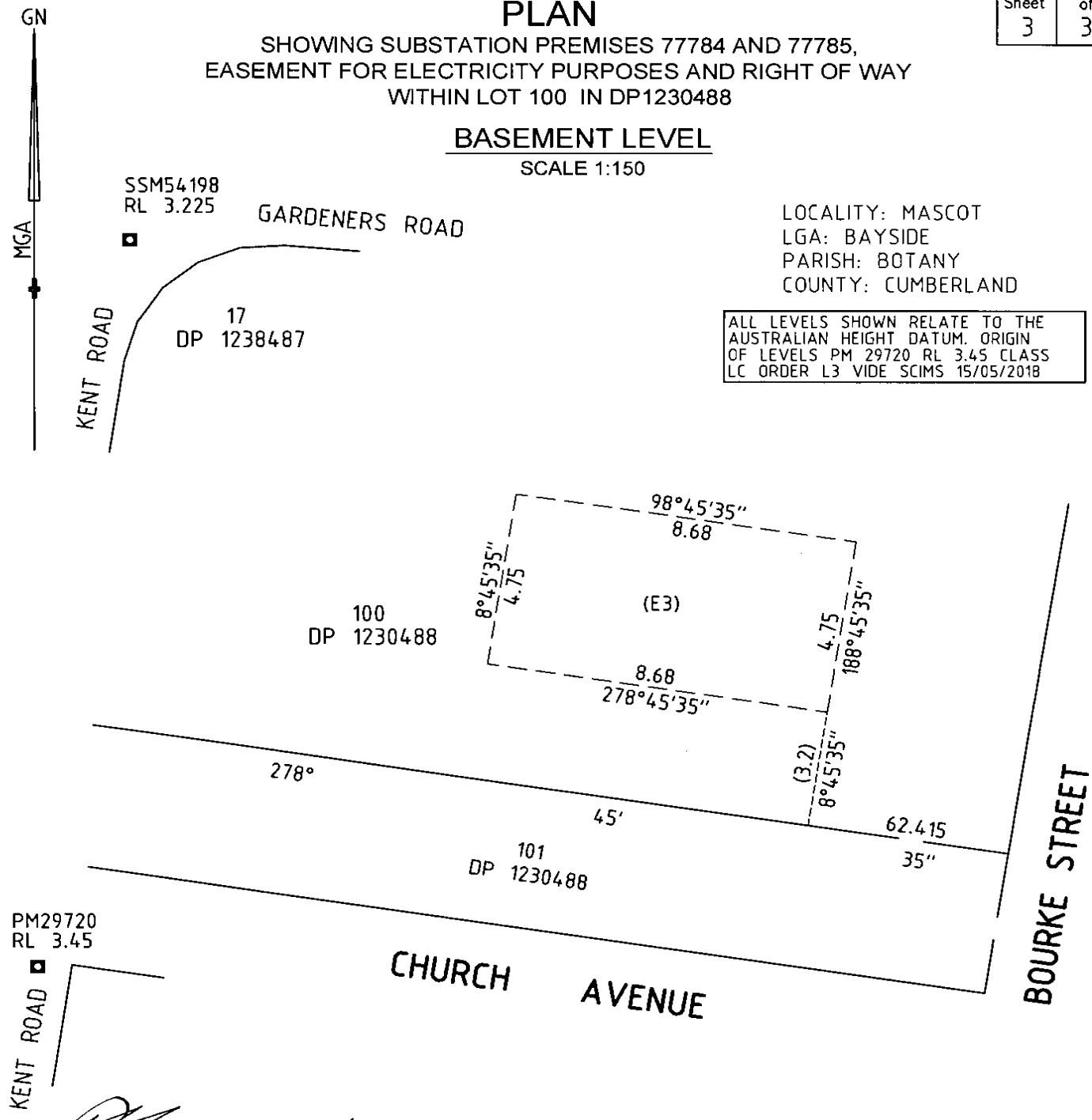
SHOWING SUBSTATION PREMISES 77784 AND 77785,
EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY
WITHIN LOT 100 IN DP1230488

BASEMENT LEVEL

SCALE 1:150

LOCALITY: MASCOT
LGA: BAYSIDE
PARISH: BOTANY
COUNTY: CUMBERLAND

ALL LEVELS SHOWN RELATE TO THE
AUSTRALIAN HEIGHT DATUM. ORIGIN
OF LEVELS PM 29720 RL 3.45 CLASS
LC ORDER L3 VIDE SCIMS 15/05/2018



PM29720
RL 3.45

[Signature]
PETER CHARLES CHAPMAN
REGISTERED SURVEYOR
B&P SURVEYS

(E3) - EASEMENT FOR ELECTRICITY PURPOSES 4.75 WIDE
(UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL 2.4)

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED B REFERRED TO IN THE LEASE

[Signature]
[Signature]

FILM WITH AP61491
**sparke
HELMORE**
LAWYERS

4 March 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease
from Karimbla Properties (No. 45) Pty Limited**

Property: 42 Church Street, Mascot

Caveat No.: AM711098

Our ref: HEM/AUS096-01386

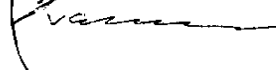
On behalf of Ausgrid (now ADMHC) we lodged caveat AM711098 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a lease in favour of ADMHC lodged at Land Registry Services and identified as AP61491.

Caveat AM711098 should be removed from title on the registration of the Lease.

If you require any additional information please contact our office.

Yours faithfully,



Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

HEMMHT\66632220\2

20 July 2022

Our Ref: Certificate No. 68360
Contact: Customer Service 1300 581 299

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) and (5) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY NSW 2001

Council: Bayside
County: Cumberland
Parish: St George

Fee: 156.00
Receipt No: 5048153
Receipt Date: 20 July 2022
Your Ref: 37311067:65861

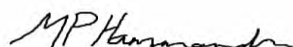
PROPERTY: 1101/6 BOURKE STREET, MASCOT NSW 2020

Lot 155 SP 99367

FI-155

Assessment No: 88017

Date: 20 July 2022



For
Meredith Wallace
General Manager

Rockdale Customer Service Centre
444-446 Princes Highway
Rockdale NSW 2216, Australia
ABN 80 690 785 443

Eastgardens Customer Service Centre
Westfield Eastgardens
152 Bunnerong Road
Eastgardens NSW 2036, Australia
ABN 80 690 785 443

T 1300 581 299 | 02 9562 1666
E council@bayside.nsw.gov.au
W www.bayside.nsw.gov.au

Postal address: PO Box 21, Rockdale NSW 2216



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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 No 65 Design Quality of Residential Apartment Development

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

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 (Precincts – Eastern Harbour City) 2021

State Environmental Planning Policy (Planning Systems) 2021

Greater Metropolitan Regional Environmental Plan No. 2 – Georges River Catchment *(only applies to land within the Georges River Catchment, referred to in Clause 2 of the Plan, being, in the Bayside Council area, certain land within the suburbs of Dolls Point, Ramsgate, Sandringham and Sans Souci).*

Botany Bay Development Control Plan 2013

(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.

No Planning Proposal applies to the land.

No draft Development Control Plan applies to the land.

Employment zones reform

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the *Standard Instrument (Local Environmental Plans) Order 2006*.

The Department of Planning and Environment is finalising details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones.

The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the following website: <https://www.planningportal.nsw.gov.au/employment-zones>

- (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—

- 2(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)”,
- 2(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 B4 Mixed Use

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Artisan food and drink industries; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Exhibition homes; Function centres; Group Homes; Hostels; Hotel or motel accommodation; Information and

education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Waste or resource transfer 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; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; 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; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

2(c) whether any additional permitted uses apply to the land,

No additional permitted uses apply to the land.

2(d) whether any 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.

2(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land **is not** an area of outstanding biodiversity value.

2(g) whether the land is in a conservation area, however described,

The land **is not** in a conservation area.

2(h) whether an item of environmental heritage, however described, is situated 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 plan

City of Botany Section 7.11 Development Contributions Plan 2016
City of Botany Bay Section 94A Development Contributions Plan 2016
Note: For a copy of the plans please access Bayside Council's website at www.bayside.nsw.gov.au.

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 special contributions area under the Act, Division 7.1, the name of the area.

A Special Infrastructure Contributions Plan **does not apply** to the land.

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 not** be carried out on the land in accordance with the above code for the following reason/s:

All of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021* Acid Sulfate Soils Map.

Inland Code

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

All of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021* Acid Sulfate Soils Map.

Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

All of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021* Acid Sulfate Soils Map.

Rural Housing Code

Complying development **may not be** carried out on the land in accordance with the above code for the following reason/s:

All of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021* Acid Sulfate Soils Map.

Greenfield Housing Code

Complying development **may not be** carried out on the land in accordance with the above code for the following reason/s:

All of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021* Acid Sulfate Soils Map.

Industrial and Business Buildings Code

Complying development **may not** be carried out on the land in accordance with the above code for the following reason/s:

All of the land is identified as Class 1 or Class 2 Acid Sulfate Soils on the *Bayside Local Environmental Plan 2021* Acid Sulfate Soils Map.

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 Building 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 not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

Advertising and Signage Exempt Development Code

Exempt development **may not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

Temporary Uses and Structures Exempt Development Code

Exempt development **may not be** carried out on the land in accordance with the above code for the following reason/s:

The land is identified on a map specified in Schedule 4 of the Policy as land affected by a ground water exclusion zone.

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 or not any 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 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 or not the land is affected by any 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) **Any environmental planning instrument, or**

The land is **not affected by** any road widening or road realignment under any environmental planning instrument.

- (c) **Any resolution of the council**

The land is **affected by** road widening or road realignment under a resolution of the Council.
Cannot include document of this type at the moment.

9 Flood related development controls

- (1) **If the land or part of the land is within the flood planning area and subject to**

flood related development controls.

Yes – *Bayside Local Environmental Plan 2021* applies to the land.

Yes – *Botany Bay Development Control Plan 2013* applies to the land.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes – *Bayside Local Environmental Plan 2021* applies to the land.

Yes – *Botany Bay Development Control Plan 2013* applies to the land.

Note: (1) Further information relating to flooding is provided in the "Advice under Section 10.7 (5)" attached.

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 Floodplain Development Manual.**

***Floodplain Development Manual* means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.**

***probable maximum flood* has the same meaning as in the Floodplain Development Manual.**

10 Council and other public 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.

Clause 6.1 of the *Bayside Local Environmental Plan 2021 - Acid Sulfate Soils*
Botany Bay Development Control Plan 2013 - provisions of Part 3K - 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 or not the land is proclaimed to be a mine subsidence district within the meaning *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 or 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 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Whether under *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* the land is—

- (a) **in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, 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 (Western Sydney Aerotropolis) 2020*.

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, clause 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*.

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)]

ADVICE UNDER SECTION 10.7 (5)

Note: The Council is under no obligation to furnish any of the information supplied below. Equally, it may be that not every relevant matter relating to the land is provided below. The Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith under section 10.7 (5).

Further to your application for information under section 10.7 (5), the Council has resolved to supply answers to the following questions:

A Whether or not the Council has information that 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

The Council **is aware** of various information that suggests the land may be affected by the 1% AEP flood. The Council is unaware of the accuracy of this information, although further enquiries may be made with the Council's City Services Department in relation to this.

Note: Refer to Question 9 of the preceding certificate under section 10.7 (2) to ascertain whether or not development on the land may be subject to flood related development controls.

B Whether or not the Council has information that would indicate that the land is subject to slip or subsidence

The Council **is not aware** of any investigations that have been carried out.

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

The land **is not 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)

No planning agreement currently applies to the land.

E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land

The property is between the **20 and 25 ANEF** (2039) contours.

Note: The ANEF level may restrict the development of the land due to the risk of exposure to aircraft noise.

F Information that indicates whether or not any additional hazards exist for which no policy of council exists to restrict development

Not applicable

G Restrictions of the use of groundwater contained within the Botany Sands Aquifer

The NSW Department of Planning & Environment has published a map showing areas where the use of groundwater is restricted to various degrees, including total prohibition of use in certain areas.

For further information, please visit www.industry.nsw.gov.au/water/science/groundwater.

H The following policies may be applicable to the land:

Clause 6.7 of the Bayside Local Environmental Plan 2021 - Airspace operations
Clause 6.8 of the Bayside Local Environmental Plan 2021 - Development in areas subject to aircraft noise

Part 2 of Botany Bay Development Control Plan 2013 - any development application proposing a new structure within 10 metres either side (horizontally or vertically) of the "line of sight" (as detailed in Figures 2 & 3 of Part 2 of the DCP) requires referral to Sydney Ports Corporation for review and comment, to ensure that the proposed development does not impact on the Vessel Traffic Service system. Refer to Part 2 of the DCP for more information.

Part 3M of the Botany Bay Development Control Plan 2013 applies to land that drains into the Botany wetlands or has the potential to adversely affect the wetlands. Refer to Part 3M of the DCP for more information.

Part 3J of the Botany Bay Development Control Plan 2013 applies to the land. This Part provides a means of assessing the effect of aircraft noise on development proposals by utilising an appropriately endorsed Australian Noise Exposure Forecast (ANEF) chart that takes into account long-term operating procedures and air traffic forecasts at Sydney (Kingsford-Smith) Airport. This Part also provides potential applicants with an understanding of the predicted level of the potential height limits due to prescribed airspace on proposed development sites and the potential for proposed developments to cause mechanical windshear.

[End of advice under Section 10.7 (5)]

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 1300 581 299.

20 July 2022

Infotrack Pty Limited

Reference number: 8001819457

Property address: U 1101/6 Bourke St Mascot NSW 2020

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

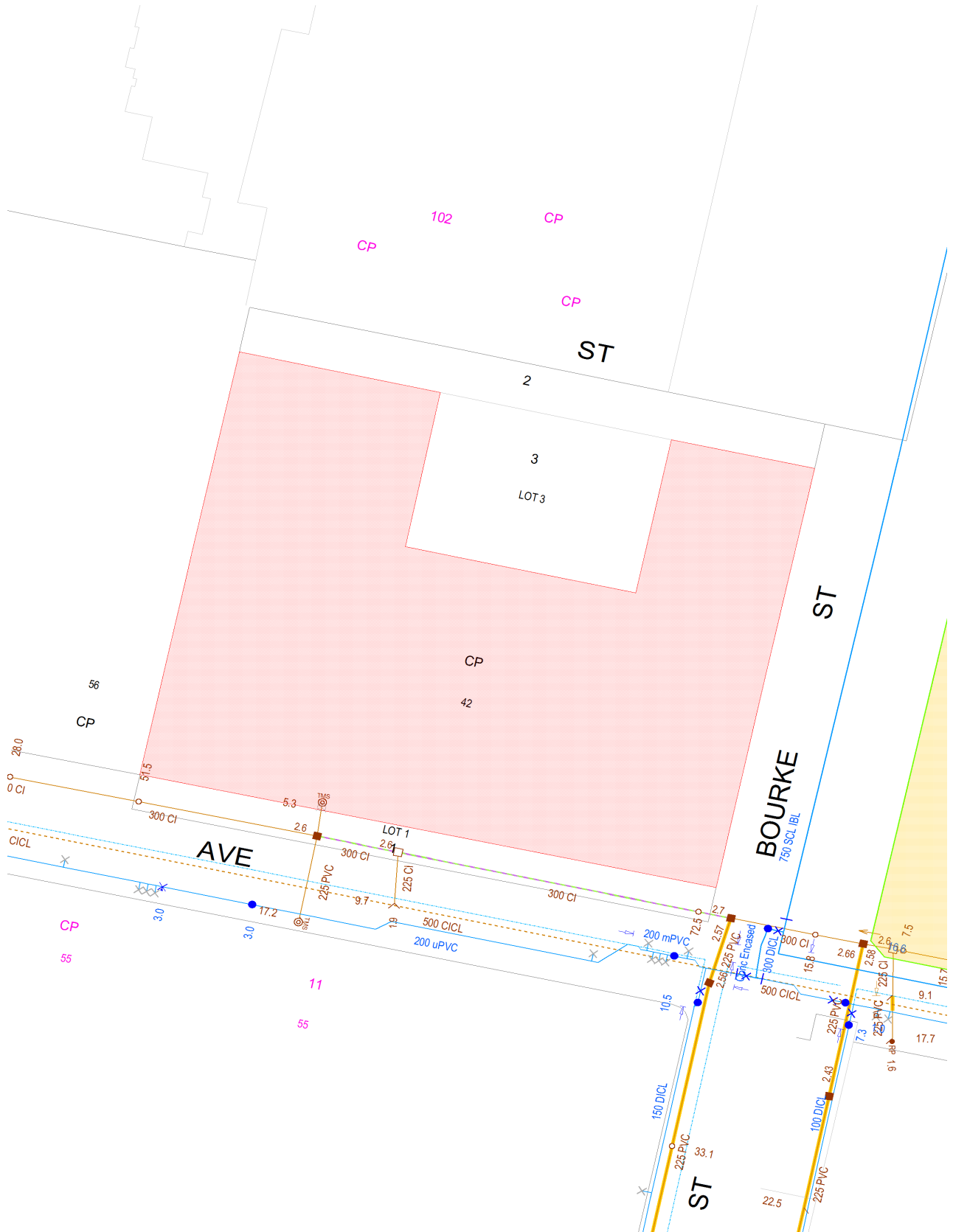
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts

Service Location Print
Application Number: 8001819458



Document generated at 20-07-2022 12:50:47 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



Revenue

Enquiry ID 3760817
Agent ID 81429403
Issue Date 20 Jul 2022
Correspondence ID 1749684823
Your reference 37311067

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S99367/155	Unit 155, 6 BOURKE ST MASCOT 2020	NOT AVAILABLE

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2022 tax year.
As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S Johnston'.

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



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Phone enquiries
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Help in community languages is available.