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## Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 113967516	NSW DAN:
vendor's agent	AJ Duffy 1213 Botany Road, Mascot NSW 2020		Phone: 02 8339 4100 Fax Ref: Guy Bezzina
co-agent vendor	NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937 as mortgagee of Bida Xin exercising power of sale pursuant to Mortgage Registered No. AM76391 dated 19 June 2016 Address: Level 4, 800 Bourke Street, Docklands, VIC 3008		
vendor's solicitor	Thomson Geer Level 14, 60 Martin Place, Sydney NSW 2000 <a href="mailto:mipnsw@tjlegaltech.com.au">mipnsw@tjlegaltech.com.au</a>		Phone: 02 8248 5800 Fax 02 8248 5899 Ref: NMI:SKM:5194214-3
date for completion	30th		day after the contract date (clause 15)
land (address, plan details and title reference)	205/39 Kent Road, Mascot NSW 2020  Registered Plan: Lot 16 Plan SP94599 Folio: 16/SP94599		
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 type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none other: <input type="checkbox"/> :		
attached copies	documents in the List of Documents as marked or numbered: other documents:		

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

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

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

~~GST AMOUNT~~ (optional) The price includes GST of: \$-[insert]

buyer's agent

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

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed By</b></p> <p style="text-align: center;"><b>SEE VENDOR EXECUTION PAGE</b></p> <hr/> <p>_____ Vendor</p> <p style="text-align: center;"><b>SEE VENDOR EXECUTION PAGE</b></p> <hr/> <p>_____ Vendor</p>	<p><b>Signed by</b></p> <hr/> <p>Purchaser</p> <hr/> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p style="text-align: center;"><b>SEE VENDOR EXECUTION PAGE</b></p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

**Choices**

Vendor agrees to accept a **deposit-bond**  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4): \_\_\_\_\_ PEXA\_\_\_\_\_

**Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

Dependable Strata

Ph: 02 8065 6266



**VENDOR EXECUTION PAGE**

IF BY PRIVATE TREATY

<b>EXECUTED</b> by _____ for ) and on behalf of NATIONAL AUSTRALIA BANK ) LIMITED ACN 004 044 937 as Mortgagee ) exercising power of sale pursuant to Registered ) Mortgage No. AM76391, in the presence of: ) _____ )	
_____ Signature of Witness	_____ Vendor's Signature
_____ Print Full Name of Witness	
<i>By signing above, I consent to electronic execution of this document (in whole or in part).</i>	
<i>The requirements for witnessing and attestation of documents under section 14G of the Electronic Transaction Act 2000 (NSW) have been met before the witness by audio visual link.</i>	

IF UNDER AUCTION CONDITIONS

<b>SIGNED</b> by <b>THE AUCTIONEER</b> for and on behalf ) of NATIONAL AUSTRALIA BANK LIMITED ACN ) 004 044 937 as Mortgagee exercising power of sale ) pursuant to Registered Mortgage No. AM76391, in ) the presence of: ) _____ )	
_____ Signature of Witness	_____ Auctioneer
_____ Print Full Name of Witness	_____ Print Full Name of Auctioneer
<i>By signing above, I consent to electronic execution of this document (in whole or in part).</i>	
<i>The requirements for witnessing and attestation of documents under section 14G of the Electronic Transaction Act 2000 (NSW) have been met before the witness by audio visual link.</i>	

**CERTIFICATE PURSUANT TO  
SECTION 66W OF THE CONVEYANCING ACT 1919**

I, \_\_\_\_\_

of \_\_\_\_\_

certify as follows:

- (a) I am a solicitor/conveyancer admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the following property:

\_\_\_\_\_ (address of property)

from NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937 as mortgagee of  
Bida Xin exercising power of sale pursuant to Mortgage Registered No.  
AM76391 dated 19 June 2016 (Vendor)

to \_\_\_\_\_ (Purchaser/s)

in order that there is no cooling off period in relation to that contract.

- (c) I do not act for the Vendors and am not employed in the legal practice of a solicitor acting for Vendors nor am I a member or employee of a firm of which a solicitor acting for the Vendors is a member or employee.
- (d) I have explained to the Purchaser:
  - (i) the effect of the contract for the purchase of that property;
  - (ii) the nature of this certificate;
  - (iii) the effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Solicitor/Conveyancer

**ADDITIONAL CLAUSES ANNEXED TO AND FORMING PART OF CONTRACT FOR THE  
SALE OF LAND 2022 EDITION**

**VENDOR:** NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937 as mortgagee of Bida Xin exercising power of sale pursuant to Mortgage Registered No. AM76391 dated 19 June 2016

**PURCHASER:**

**PROPERTY:** 205/39 Kent Road, Mascot

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### **33 Additional Definitions and Interpretation**

#### **33.1 Additional Definitions**

The following definitions apply in this document:

**Contamination** means a solid, liquid, gas, odour, temperature, sound, vibration, material, chemical, mineral, substance or radiation of substance, or any other physical matter over, on or in the property that makes or may make the property or any land, water or air around or near the property:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded;
- (d) not comply with any Environmental Law; or
- (e) present a risk of harm to the Environment.

**Environment** means all components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter;
- (d) any living organism; and
- (e) natural or manmade or modified features or structures,

and includes ecosystems and all elements of the biosphere.

**Environmental Law** means all laws, regulations, orders, directions, notices, ordinances or requirements and all licences, approvals, consents, permissions or permits issued which regulate or has as its purpose, objective or effect the regulation, protection or enhancement of the Environment, land use, development, conservation, planning, health, toxic and hazardous substances, waste, disposal or pollution.

**Marketing Material** means, in respect of or relating to the property, all brochures, pamphlets, information memorandums, investment reports and opinions, property reports, sales reports, maps, diagrams, sampling materials, photographs, videos, summaries, synopses, profitability analyses, advertisements, conferences, presentations and all other materials or information which may have been used to promote or in connection with the sale of the property.

**Mortgagee** means NATIONAL AUSTRALIA BANK LIMITED ACN 004 044 937 as mortgagee under the Registered Mortgage.

**Registered Mortgage** means registered mortgage No.AM76391.

**Sunset Date** means the date being 6 months after the date of this contract.

### 33.2 Interpretation Rules

Rules of interpretation apply to this contract as specified in this provision, unless the context otherwise requires:

- (a) headings and subheadings are for convenience only and do not affect interpretation, except for specified cross-references;
- (b) words denoting the singular number include the plural, and the converse also applies;
- (c) words denoting any gender include all genders and words importing persons includes corporations;
- (d) any reference to any agreement or document includes that agreement or document as amended at any time;
- (e) in the interpretation of this contract no rules of construction are to be applied to the disadvantage of one party on the basis that party put forward this contract or any part of this contract;
- (f) the words “include”, “including”, “for example” or “such as” and similar expressions when used in this contract are without limitation;
- (g) **at any time** includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;
- (h) **claim** includes any claim, demand, request, requisition, notice, direction, allegation, action, proceeding, damage or judgment arising in any manner and at any time, and whether present, immediate, unascertained, future or contingent;
- (i) **cost** includes any cost, charge, expense, disbursement, fee, commission, outgoing, premium, tax, levy, fine, penalty or loss incurred at any time, whether directly or indirectly;
- (j) **default** includes any default, breach, non-performance, non-compliance or repudiation;
- (k) **liability** includes any liability or obligation of any nature, whether present, prospective or contingent;
- (l) **loss** includes any loss, cost, damage or liability;
- (m) **requisition** includes any objection, requisition, claim for compensation, any action to delay completion, rescind or terminate this contract; and
- (n) **services** includes existing and proposed water, sewerage, drainage, gas, electricity, telephone and other similar installations and services and infrastructure relative to such services relating to the property.

### 33.3 Inconsistencies

In the event of any inconsistency between these additional clauses and the provisions of the printed form of contract, these additional clauses will prevail.

### 33.4 No merger

No clause or obligation under this contract which is capable of performance after completion will merge on completion

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## 34 Amendments to the 2022 contract for Sale of Land

The vendor and the purchaser agree that the provisions of the printed form of contract are amended as follows:

- (a) Clause 1 –
  - (i) definition of "depositholder" is replaced with "vendor's solicitor";
  - (ii) definition of "work order" – after "order" insert "in writing issued by a competent authority";
  - (iii) definition of "requisition" – delete the words in brackets;
  - (iv) definition of "settlement cheque" – replace with:
  - (v) "an unendorsed bank cheque made payable to the person to be paid or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
- (b) Clause 3 – deleted;
- (c) Clause 4.5 – replace "7 days" with "14 days";
- (d) Clause 4.8 – is deleted and replaced with "The transferee in the electronic transfer must be the Purchaser";
- (e) Clause 4.9 – delete the words after "electronic transfer";
- (f) Clause 5.2.3 – deleted "within a reasonable time" and replaced with "the purchaser is not entitled to make a requisition";
- (g) Clause 6 – deleted;
- (h) Clause 7 – deleted;
- (i) Clause 8.2 – deleted;
- (j) Clause 10.1.1 – insert "or any failure to comply with the provisions of the *Swimming Pools Act 1992* or any regulations of that Act.";
- (k) Clause 10.1.8 – delete the words "the substance of either of which is disclosed in this contract";
- (l) Clause 10.1.9:
  - (i) replace "substance" with "existence"; and
  - (ii) replace "disclosed" with "noted";
- (m) insert the following at the end of clause 10.1:

*"For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."*

- (n) Clause 11 – deleted;
- (o) Clause 12 – replace the words "*do everything reasonable to enable*" with the word "*assist*".
- (p) Clause 13.7 does not apply if margin scheme is adopted;
- (q) Clause 13.13 – replace "5 business days" with "next business day";
- (r) Clause 14.4.2 – the first two bullet points deleted;
- (s) Clause 14.8 – deleted;
- (t) Clause 16.2 – deleted;
- (u) Clause 16.4:
  - (i) deleted "a Party" and replaced with "the Purchaser";
  - (ii) insert at end of clause "or obtain and provide to the purchaser a discharge of the relevant charge";
- (v) Clause 20.6.8 – deleted;
- (w) Clause 23.5.2 replace the words "but is disclosed in this contract" with "including special expenses";
- (x) Clause 23.6.1 and 23.6.2 – delete;
- (y) Clause 23.6.3 delete the words "*levied after the contract date*";
- (z) Clauses 23.7, 23.9 and 23.14 – Delete;
- (aa) Clause 23.13 - delete "*at least 7 days*";
- (bb) Clause 25.1.1 – delete the word "limited";
- (cc) Clause 24, 25, 26, 27, 28 and 29 – delete;
- (dd) Clause 30.4 is deleted and replaced with:
 

"The purchaser may not:

  - (i) serve a form of transfer where the purchaser is not that transferee; or
  - (ii) direct the vendor to sign this form.";
- (ee) Clause 30.7 – delete all words after "*NSW*";
- (ff) Clause 30.11 – deleted;
- (gg) Clause 31.2.1 - delete "5 days" and replace with "14 days"; and
- (hh) Clause 31.2 – delete "7 days" and replace with "the next business day".

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## **35 Purchaser's Acknowledgment**

### **35.1 Property Status**

The purchaser acknowledges that:

- (a) the purchaser has inspected the property;

- (b) the purchaser enters into this contract as a result of the purchaser's own enquiries and inspections;
- (c) the purchaser has not been induced to enter into the contract by, and has not relied on any marketing material, statement, representation or warranty by or on behalf of the vendor or any agent or employee of the vendor other than those as set out in this contract, including any statements or representations as to potential or projected yield, return, use (present or potential) or development potential; and
- (d) the property is sold and is to be accepted by the purchaser in its present state of repair and condition and subject to legal and physical defects (if any) and any Contamination.

### 35.2 Purchaser's Own Enquiries

The purchaser relies entirely upon its own enquiries and investigations in relation to the following:

- (a) the quality and state of repair of the property and of any services;
- (b) any encroachment of any improvements on the property or on any adjoining land or vice versa;
- (c) the neighbourhood of which the property forms part and the occupants or owners of adjoining or adjacent lots or properties;
- (d) the purposes for which the property can be used (including, without limitation, any restrictions on its use or development);
- (e) the fitness of the property for the purchaser's purposes;
- (f) access to the property;
- (g) requirements of authorities relating to the property including, without limitation, resumptions, road dedications, road widening and similar things;
- (h) necessary approvals and licences from authorities relating to the property or any activity carried out on the property, including any failure to comply with any approvals or licences and whether or not the property is subject to or built over (with or without the consent of any authority) any service;
- (i) the property being encumbered by any petroleum, exploration, mining permits or other such rights or the presence of any noxious weeds or other flora or fauna on the property;
- (j) any outstanding notices from any authority in connection with the property and the status of and the vendor's compliance with all applicable laws, regulations, requirements, ordinance, by laws or directives in connection with the property or the activities conducted on the property including the provisions of the *Environmental Planning and Assessment Act* and *the Local Government Act*;
- (k) the existence of, or potential for, any contamination of the property;
- (l) the nature, location, availability or non-availability of any service;
- (m) whether or not the property has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- (n) whether or not any underground, roof or surface stormwater drain passes through or over the property or should any stormwater plant, manhole, vent or substation be on the property; and

- (o) whether or not any rainwater downpipe, roof or surface water drainage is connected to a sewer,

and has satisfied itself on all such matters prior to entering into this contract.

### **35.3 Requisitions**

The purchaser will not make any requisition in respect of any matter referred to in clause 34.

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## **36 Sewerage and drainage services**

- (a) Annexed to this contract is a Sewerage Service Diagram and Service Location Print issued by Sydney Water Corporation (**Drainage Diagram**).
  - (b) The vendor does not warrant the accuracy or currency of the Drainage Diagram.
  - (c) The purchaser will not make any requisition in respect of any matter disclosed or referred to in the Drainage Diagram.
- 

## **37 Environment**

### **37.1 Application**

This clause applies without limiting the generality of any other clause of this contract.

### **37.2 Acknowledgements**

The purchaser acknowledges that:

- (a) it has carried out all of its own inquiries, tests and/or inspections to ascertain the extent of any Contamination on the property;
- (b) the property and any adjoining or nearby properties may be Contaminated;
- (c) the purchaser will not make any requisitions by reason of any matter referred to in this clause or relating to any Contamination of the property or any adjoining or nearby properties.

### **37.3 Release of vendor**

The purchaser releases now and forever the vendor from any claim by the purchaser in respect of Environmental Law liability, Contamination or otherwise in respect of any Contamination at, of or emanating from the property.

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## **38 Requisitions**

- (a) The purchaser may only make requisitions on title under clause 5 in the form of standard requisitions annexed to this contract.
- (b) Requisitions on title can only be served on the vendor within 5 days after the contract date otherwise the purchaser is deemed to have waived any right to make or serve any requisitions on title.
- (c) The vendor does not have to reply to the purchaser's requisitions if the requisitions are not in the form or not made or served within the time set out in this clause.



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## 39 Chattels & Rubbish

### 39.1 Chattels

The purchaser acknowledges that the vendor may not have the power to sell any plant, equipment, furniture, furnishings, floor coverings, blinds, curtains, light fittings or any other chattels or fittings on the property which are not fixtures (**Chattels**) and that the Chattels are not included in the sale of the property. The vendor is not required to remove the Chattels from the property. Whilst the vendor as against the purchaser does not claim and will not exercise any rights in respect of the Chattels, no representation or warranty is given by the vendor that the Chattels or any of them will remain on or about or attached to the property at completion.

### 39.2 Rubbish

The purchaser must not make any requisitions if there is located on the property at completion any rubbish or Chattels and the purchaser acknowledges that the vendor will not be bound to remove same.

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## 40 Real Estate Agent

- (a) The purchaser warrants to the vendor that it was not introduced to the property or the vendor by any real estate agent other than the vendor's agent (or agents) referred to on the front page of this contract (if any).
- (b) If the purchaser is in breach of this warranty, then the purchaser must indemnify and keep indemnified the vendor against any claim for commission by any agent or agents (other than any agent referred to on the front page of this contract) arising out of this sale.
- (c) This clause does not merge on completion.

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## 41 Notice to Complete

### 41.1 Notice

- (a) If completion does not take place on or before the date for completion then the vendor may serve a notice in writing on the purchaser (**Notice to Complete**) requiring completion to take place not less than 14 days after the date of service of the Notice to Complete.
- (b) Following service of the Notice to Complete, time is deemed to be of the essence for the purposes of completion.
- (c) For all purposes at law and in equity the parties acknowledge that 14 days is reasonable and sufficient notice within which to require completion.

### 41.2 Legal Costs

The purchaser must pay \$330.00 to compensate the vendor for additional legal costs and other expenses incurred by the vendor in relation to the service of a Notice to Complete. The vendor may refuse to complete the contract unless and until the purchaser has paid this amount.

### 41.3 Withdrawal and Waiver

- (a) The vendor reserves the right to withdraw any Notice to Complete or to extend the period of notice in the Notice to Complete or to issue subsequent Notices to Complete, in its sole discretion.

- (b) The failure of the vendor to exercise its rights under a notice issued pursuant to this clause is not deemed to be a waiver of any of the vendor's rights.
- 

## **42 Interest**

### **42.1 Payment**

Without limiting any other right of the vendor, if the purchaser does not complete by the date for completion (not being due to a default by the vendor), the purchaser must pay interest on the balance of the price and any other money payable on completion at the rate of 10% per annum calculated on daily rests from and including the date for completion up to and including the actual completion date.

### **42.2 Genuine Estimate**

The parties agree that interest payable under this clause is a genuine pre-estimate of the loss suffered by the vendor due to the purchaser's failure to complete on the date for completion.

### **42.3 Liquidated Debt**

Any interest payable or due under this clause will be a liquidated debt due to the vendor by the purchaser and will be immediately recoverable by the vendor together with all costs of the vendor. The purchaser must pay the outstanding interest on completion and the vendor will be entitled to refuse to complete this contract unless and until such interest has been paid.

### **42.4 Essential Condition**

This clause is an essential term of the contract.

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## **43 Discharge of Mortgage or Caveat**

### **43.1 Discharge at Completion**

The vendor does not have to discharge or withdraw any mortgage, writ or caveat registered on the title of the property prior to completion of the contract if the vendor, on completion:

- (a) hands to the purchaser a form of discharge of mortgage or writ or withdrawal of caveat (as the case may be) in registrable form in respect of any registered mortgage, writ or caveat; and
- (b) allows the purchaser a registration fee payable on each discharge or mortgage or writ or withdrawal of caveat which the vendor provides to the purchaser.

### **43.2 Exceptions**

The obligations on the vendor in clause 43.1 will not apply where the mortgage, writ or caveat lodged on the title to the property:

- (a) has been lodged by or on behalf of the purchaser; or
  - (b) is lodged by a third party as a result of any dealing with the purchaser; or
  - (c) would be removed on registration of a Transfer under Power of Sale (if the vendor is or becomes mortgagee exercising power of sale).
- 

## **44 Removal of Charges**

The vendor:

- (a) is not obliged to remove any charge on the property for any rate, tax or outgoing until the date on which completion of this contract actually occurs;
  - (b) will not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property for any rate, tax or outgoing; and
  - (c) may serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any subsequent time there is a charge on the property for any rate, tax or outgoing.
  - (d) This clause will not merge on completion.
- 

## **45 Insolvency and other events**

### **45.1 Individual Purchaser**

If the purchaser or any party (if more than one) constituting the purchaser being an individual:

- (a) dies or becomes mentally ill, then the vendor may rescind this contract and the provisions of clause 19 will apply; or
- (b) enters into a compromise, deed of assignment or deed of arrangement pursuant to Part X of the *Bankruptcy Act* with his/her creditors, the purchaser will be in default under this contract in an essential respect and the vendor may terminate this contract and the provisions of clause 9 will apply.

### **45.2 Corporate Purchaser**

The vendor may terminate this contract and the purchaser will be in default of this contract in an essential respect, if the purchaser or any party (if more than one) constituting the purchaser being a company:

- (a) has a receiver or receiver and manager appointed to that company whether by a creditor or a Court or otherwise; or
- (b) has an administrator appointed pursuant to Part 5.3A of the *Corporations Act 2001* or otherwise; or
- (c) has a liquidator (of any nature) appointed or is wound up by any means whether in insolvency or otherwise.

### **45.3 No Limitation**

The vendor's rights under this clause do not negate, limit or restrict any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included in this contract or as a result of termination resulting from a default by the purchaser.

---

## **46 Statutory Provisions**

### **46.1 Contract Subject to Statutes**

The provisions of this contract operate and are subject to the provisions of such statute, but only to the extent to which:

- (a) the provisions of any statute cannot be excluded; and
- (b) the provisions of this contract are inconsistent with the provisions of any statute.

## 46.2 Statute Provisions Excluded

Without limitation, the provisions of any statute which restrict or adversely affect the rights and powers of the vendor under this contract are, to the extent permitted, expressly excluded.

## 46.3 Rights and Obligations Additional

To the extent permitted:

- (a) the rights and powers of the vendor under this contract are in addition to, and do not limit, the rights and powers conferred on the vendor by any statute; and
- (b) the obligations of the purchaser under this contract are in addition to, and do not limit, the obligations imposed on the purchaser by any statute.

---

## 47 Goods and Services Tax

### 47.1 GST Definitions and Interpretation

In this clause:

- (a) words used in this clause which have a particular meaning in the “GST law” (as defined in the *GST Act*, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
- (b) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (c) if the *GST Act* treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply;
- (d) to the extent there is an inconsistency between the provisions of clause 13 and this clause, this clause will prevail; and
- (e) this clause does not merge on completion.

### 47.2 Price exclusive of GST

The purchase price and any other amount referred to in this contract or any adjustment to be made under this contract is exclusive of GST, unless expressly provided otherwise.

### 47.3 GST Gross Up

- (a) If any supply made under or in connection with this contract is subject to GST or becomes subject to GST at any time, then in respect of that supply:
  - (i) the purchaser must pay an amount to the vendor, in addition to the relevant GST-exclusive consideration; and
  - (ii) the additional amount payable is:
    - (A) an amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and
    - (B) payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates.

- (b) The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the *GST Act*).
- (c) If on completion all amounts to be adjusted under this contract are not actually adjusted, the vendor must give the purchaser another tax invoice or an adjustment note (as the case requires) within 14 days after any further adjustment is made.
- (d) The purchaser indemnifies and will keep indemnified the vendor to the fullest extent in respect to any GST liability or costs arising out of this contract or the transaction contemplated by this contract.

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## **48 Sale by Mortgagee**

### **48.1 Acknowledgements**

The purchaser acknowledges and agrees that:

- (a) the vendor is selling the property as mortgagee exercising its power of sale under the Registered Mortgage;
- (b) the vendor has at no time occupied the property and has no direct knowledge of the property or the improvements (if any) erected on the property;
- (c) the vendor may be impeded or delayed in its ability to perform its obligations under this contract and the terms of this contract reflect those circumstances and are reasonably necessary to protect the legitimate commercial and legal interests of the vendor as registered mortgagee of the property;
- (d) the purchaser has inspected the property and is satisfied regarding all matters as set out in clause 35 of this contract; and
- (e) unless expressly stated, the vendor gives no warranties or makes any representations with respect to this contract or the property.

### **48.2 Transfer**

Without limiting the generality of clause 4.1, if the Transfer Under Power of Sale is not received by the Vendor's Solicitor as required under this contract, then:

- (a) the vendor's solicitor may prepare the form of transfer with the Transferee being described in accordance with the description of the purchaser named in this contract.
- (b) the purchaser must pay the vendor's solicitor's costs of preparing the Transfer Under Power of Sale in the sum of \$330.00 (inclusive of GST) at completion.

### **48.3 No requisitions**

The purchaser will not make any requisitions with respect to any of the matters acknowledged or disclosed in this clause including with respect to:

- (a) the powers of the vendor to sell;
- (b) the execution of this contract or the transfer pursuant to this contract; or
- (c) any other document or matter referred to in this clause; or
- (d) any statement, representation, warranty, promise, undertaking or agreement in connection with this contract.

#### 48.4 Deposit to be available on completion

The vendor discloses and the purchaser acknowledges and agrees that:

- (a) despite the definition of “depositholder” in clause 1, the provisions of this clause will apply if the deposit or any part of it is paid to the vendor’s solicitors as stakeholder;
- (b) the vendor requires the deposit to be available on completion of this contract;
- (c) within seven (7) days prior to the completion date, the vendor or its solicitors may give written notice to the depositholder requiring that cheques be drawn for the deposit and for the parties’ respective share of the net interest earned from any investment of the deposit (if invested) and that such cheques be delivered to the vendor’s solicitors on the basis that they will be retained in escrow and not dealt with by the vendor or its solicitors until completion of this contract;
- (d) the purchaser, for good consideration, irrevocably authorises the release of such deposit and interest to be dealt with in accordance with the provisions of this clause; and
- (e) the vendor, for good consideration, irrevocably authorises the depositholder to draw a cheque out of the deposit or settlement moneys in payment of the selling fees of the vendor’s agent.

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### 49 Impediment to Completion

#### 49.1 Impediment to Completion

- (a) Despite anything contained in this contract, if the vendor is unable to perform this contract according to its terms, the vendor may serve written notice on the purchaser:
  - (i) extending, on one or more occasions, the date for completion until 5 business days after the vendor notifies the purchaser that the vendor is able to perform its obligations under this contract (**Extension Notice**) and/or.
  - (ii) that the vendor, in its sole discretion, has elected to complete the sale of the property to the purchaser.
- (b) The vendor is not obliged to justify or provide reasons to the purchaser for any decision to exercise rights under this clause 49.1. However, subject to any legitimate legal or commercial constraints upon the vendor, the vendor will endeavour in good faith to explain to the purchaser the basis of any exercise of the rights under this clause 49.1. The purchaser is not entitled to requisition, challenge or question the exercise of any right or discretion under this clause 49.1.
- (c) The vendor may exercise any one or more of its rights under this clause 49.1 and may do so on more than one occasion.
- (d) Neither the purchaser nor any person claiming under or through the purchaser will have any claim for any loss or other compensation of any nature (including without limitation for delay) against the vendor in relation to any election made or not made under this clause 49.1.

#### 49.2 Extension

- (a) An Extension Notice under clause 49.1(a)(i) can be given more than once however the date for completion in any Extension Notice must not extend beyond the Sunset Date, unless otherwise agreed between the parties.
- (b) The purchaser must not make any requisition where the vendor extends the date for completion under this clause 49.

### 49.3 Impediment to Completion – vendor's Supplementary Powers

Despite anything contained in this contract, if the vendor is unable to perform this contract according to its terms, the vendor may serve written notice on the purchaser rescinding this contract, in which case the provisions of clause 19 will apply.

### 49.4 Rescission

For clarity, clause 49.3 applies regardless of whether the vendor has served an Extension Notice in accordance with clause 49.1.

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## 50 Guarantee (applicable to corporate Purchasers only)

### 50.1 Application and defined terms

- (a) This special condition 50 applies if the purchaser is a corporation.
- (b) In this clause, the following definitions apply:

**Guarantor** means the person(s) specified in this contract as the guarantor or the person(s) who executes this contract as a guarantor and if no person is specified, the guarantor will be deemed to be each person executing the contract on behalf of the purchaser.

**Insolvency Event** means any of the following events occurring to the purchaser or the Guarantor:

- (i) a liquidator, administrator, receiver, receiver and manager or other controller is appointed to the entity, or a resolution is passed for any such appointment;
- (ii) a petition for the winding up of the entity is presented and not withdrawn within thirty (30) days of presentation;
- (iii) a scheme of arrangement with creditors under the relevant provisions of the Corporations Act 2001 or any similar legislation is entered into;
- (iv) the person or entity is unable to pay its debts when they fall due; or
- (v) the entity has been declared bankrupt or a trustee is appointed to any property of the entity or property of the entity has vested in a trustee or other entity.

### 50.2 Extent of Guarantee

In consideration of the vendor entering into this contract at the request of the Guarantor, the Guarantor:

- (a) guarantees to the vendor:
  - (i) payment to the vendor of all moneys payable or owing to the vendor under this contract including the payment of the purchase price, whether or not demand has been made by the vendor; and
  - (ii) the due and punctual performance and observance of all of the purchaser's covenants, conditions and liabilities,under this contract; and
- (b) indemnifies the vendor against all losses and claims incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

This indemnity does not merge on completion, termination or repudiation of this contract.

### 50.3 Principal Obligation

This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.

### 50.4 Liability Not Affected

The liabilities of a Guarantor are not affected by:

- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
- (b) an Insolvency Event of the purchaser, the Guarantor or any one of them;
- (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the Guarantor or any other person;
- (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- (e) the vendor obtaining a judgment against the purchaser, the Guarantor or any other person for the payment of the moneys payable under this contract.

### 50.5 Continuing Guarantee

- (a) This guarantee and indemnity will continue notwithstanding:
  - (i) the vendor has exercised any of its rights under this contract including any right of termination;
  - (ii) the purchaser is wound up; or
  - (iii) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- (b) This guarantee and indemnity:
  - (i) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the Guarantor;
  - (ii) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
  - (iii) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

### 50.6 Reinstatement of Rights of Vendor

If any payment made to the vendor by or on behalf of the purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise:

- (a) that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
- (b) the vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.



## 50.7 Recourse to Guarantor

The vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the purchaser and without first exhausting its remedies against the purchaser.

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## 51 Confidentiality

### 51.1 Non-disclosure of Particulars

- (a) Each party agrees to keep as confidential the terms of this contract, the contents of all negotiations leading to its preparation and any information provided to the purchaser (**Confidential Information**), and agrees that they will use their best endeavours to ensure that all such Confidential Information is kept confidential.
- (b) Except as expressly permitted by this contract, each party will not disclose or discuss any Confidential Information without the prior written approval of the other party.

### 51.2 Exceptions to Non-disclosure

- (a) Each party may make disclosures regarding the contents of this contract only to the extent required:
  - (i) by law or by any regulatory body having jurisdiction over that party, including any stock exchange;
  - (ii) to that party's financiers or by that party's financiers or intended financiers in relation to the provision of finance for the completion of the transactions contemplated by this contract;
  - (iii) to its professional advisors under a duty of confidentiality; or
  - (iv) to instruct that party's professional advisors in relation to the preparation and completion of this contract,but will use its best endeavours to ensure that all matters disclosed are kept confidential.
- (b) In addition, the vendor may make disclosures required or that it deems desirable to the creditors of the registered proprietors or mortgagor under the Registered Mortgage or to any of its committee of creditors or committee of inspection or to Australian Securities and Investment Commission (**ASIC**) or in the course of proper conduct of the administration or enforcement of any securities in connection with the property or the Registered Mortgage or the mortgagor under the mortgage.

### 51.3 Term of Non-disclosure

- (a) Clause 51 ceases to apply on completion as it relates to the purchaser.
- (b) This clause does not apply to the extent that any information to which clause 51 applies is in the public domain but not as a result of a breach of this clause.
- (c) The purchaser must return and deliver to the vendor all documents and other material in the possession, custody or control of the purchaser containing or incorporating any Confidential Information promptly upon the earlier occurrence of:
  - (i) the purchaser advising the vendor that it does not intend to proceed with the purchase of the property; or
  - (ii) the vendor advising the purchaser that it does not intend to proceed with the sale of the property,

provided however that the purchaser will be entitled to retain such parts of the Confidential Information as the purchaser is required by law to retain, in which case the purchaser must continue to comply with its obligations pursuant to this contract with respect to such information.

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## **52 Notices**

### **52.1 Form**

Any notice to or by a party under this contract must be in writing and signed by the sender or the sender's solicitor and if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender or the sender's solicitor.

### **52.2 Service Method**

Any notice may be served by delivery in person or by post or transmission by facsimile (if a facsimile number is specified in this contract) to the address or number of the recipient specified in this contract or most recently notified by the recipient to the sender.

### **52.3 Receipt**

Any notice will be effective for the purposes of this contract on delivery to the recipient prior to 5.00 pm local time on a business day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next business day following delivery or receipt.

### **52.4 Document Exchange and Facsimile**

Despite clause 20.6, the service of any notice or document in connection with this contract on a party is deemed to have been received by that party or that party's solicitor:

- (a) where it is sent through the document exchange system on the day after it is placed in the document exchange system; or
- (b) where it is sent by facsimile transmission, on the day it is actually transmitted to that party or that party's solicitor, unless:
  - (i) the sender's machine indicates a malfunction in transmission service, in which case service is deemed not to have been effected; or
  - (ii) the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have been effected; or
  - (iii) the transmission is not completed before 5.00pm (local time) on a business day, in which case service is deemed to have been effected at 9.00am on the next business day.

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## **53 General**

### **53.1 Governing Law and Jurisdiction**

- (a) This contract is governed by and will be construed under the law of the State of New South Wales.
- (b) Any legal action in relation to this contract against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this contract irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

### **53.2 Entire contract**

This contract contains the entire understanding between the parties concerning the subject matter of the contract and supersedes all prior communications between the parties.

### **53.3 No Waiver**

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

### **53.4 Severability**

If any provision of this contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- (b) in any other case the offending provision must be severed from this contract in which event the remaining provisions of the contract operate as if the severed provision had not been included.

### **53.5 Successors and Assigns**

This contract binds and benefits the parties and their respective successors and permitted assigns.

### **53.6 No Assignment**

Except as otherwise permitted under this contract, a party cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the other parties.

### **53.7 No Variation**

- (a) This contract cannot be amended or varied except in writing signed by or on behalf of the parties.
- (b) Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding upon that party and any annexure so added will form part of this contract as if that annexure had been annexed at the time of execution.

### **53.8 Costs**

Each party must pay its own legal costs of and incidental to the preparation and completion of this contract. The purchaser must pay all stamp duty imposed on this contract and the transaction contemplated in this contract, the costs incurred by the vendor in connection with the enforcement of this contract and any other document contemplated or referred to in this contract.

### **53.9 Counterparts**

If this contract consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.

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## 54 Specific Disclosure: Cladding

Without limiting the generality of Special Condition 35, the Vendor makes no warranty or representation as to the status of any cladding in the development of which the Property forms part.

The Purchaser will not make any requisition or objection, claim compensation, bring any action, suit or proceeding, seek any order, delay completion or end this Contract as a consequence of any notice relating to cladding included or referred to in the Vendor Statement or any subsequent notice relating to cladding.

Without limiting the generality of Special Condition 35, the Vendor specifically discloses, and the Purchaser specifically acknowledges the contents of the following attached to this Contract:-

- (a) Letter from Bayside Council dated 8 October 2021 of a Notice of Proposed Fire Order and Building Product Rectification Order (the "Notice").

The Purchaser specifically acknowledges and agrees that it enters into this Contract relying entirely on its own inspections of the Property and that it has made all necessary enquiries regarding the information contained in the Notice, including without limiting, what action is necessary and what cost and expense will be required in order to complete any works to obtain all necessary applications, consents, authorisations and approvals from Bayside Council or any other government authority or any other person.

The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness, suitability for any particular purpose, and the Vendor makes no warranty or representation as to the status of any cladding in the development of which this Property forms part, and the Purchaser accepts the Property in its current state of repair and condition.

The Purchaser shall not be entitled to rescind this Contract, nor shall it take, make or raise any objection, requisition or claim for loss, damage, compensation or other relief, or otherwise delay completion in respect of any matters disclosed or referred to in this clause and/or the Notice and the Purchaser shall proceed to settlement and accept title subject to same.

For the avoidance of any doubt, completion of this Contract is not conditional upon the Vendor or Purchaser completing any works on the Property or obtaining or lodging any applications, consents, authorisations or approvals with Bayside Council or any other government authority or any other person in relation to the cladding on the Property.

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## Prescribed Documents



FOLIO: 16/SP94599

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
28/3/2023	9:21 AM	3	9/9/2018

LAND

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LOT 16 IN STRATA PLAN 94599  
AT MASCOT  
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

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BIDA XIN (T AM76390)

SECOND SCHEDULE (4 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94599
- 2 SP94599 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 SP94599 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 AM76391 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: CP/SP94599

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SEARCH DATE	TIME	EDITION NO	DATE
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28/3/2023	9:21 AM	5	7/9/2020

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94599  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MASCOT  
LOCAL GOVERNMENT AREA BAYSIDE  
PARISH OF BOTANY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP94599

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 94599

ADDRESS FOR SERVICE OF DOCUMENTS:

DEPENDABLE STRATA  
21 FOREST RD  
ARNCLIFFE 2205

SECOND SCHEDULE (34 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER  
DESCRIBED IN TITLE DIAGRAM
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED  
WITH SP94599  
AN465638 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR  
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973. SEE SP94599
- 5 AC424311 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1221649 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951
- 7 DP1221649 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 101  
DP1241951
- 8 DP1221649 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE  
LAND ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951
- 9 DP1221649 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

## SECOND SCHEDULE (34 NOTIFICATIONS) (CONTINUED)

## DESCRIBED

- DP1244533 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 101  
DP1241951
- 10 DP1221649 EASEMENT FOR EMERGENCY ACCESS AFFECTING THE WHOLE OF  
THE LAND ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951
- 11 DP1221649 EASEMENT FOR EMERGENCY ACCESS APPURTENANT TO THE LAND  
ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT AFFECTS  
CP/SP94599, LOT 1 DP1221649 AND LOT 101 DP1241953
- 12 DP1221649 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 13 DP1221649 EASEMENT FOR ACCESS 1.025 AND 1.205 METRE(S) WIDE  
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO  
BURDENED IN THE TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951
- 14 DP1221649 EASEMENT FOR COURIER BAY VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 1  
DP1221649 AND LOT 101 DP1241951
- 15 DP1221649 EASEMENT FOR LOADING BAY VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951
- 16 DP1221649 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN  
STRATUM) REFERRED TO AND NUMBERED (8) IN THE S.88B  
INSTRUMENT AFFECTING THE SITE DESIGNATED (ROC) IN THE  
TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951
- 17 DP1221649 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN  
STRATUM) REFERRED TO AND NUMBERED (9) IN THE S.88B  
INSTRUMENT AFFECTING THE SITE DESIGNATED (ROW) IN THE  
TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951
- 18 DP1221649 RIGHT TO USE COMMUNAL AREA VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT  
101 DP1241951

END OF PAGE 2 - CONTINUED OVER



## SECOND SCHEDULE (34 NOTIFICATIONS) (CONTINUED)

- 19 DP1221649 EASEMENT FOR GARBAGE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 101 DP1241951
- 20 DP1221649 EASEMENT FOR CARWASH 4.8 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 101 DP1241951
- 21 DP1221649 EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 101 DP1241951
- 22 DP1221649 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 101 DP1241951
- 23 DP1221649 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 101 DP1241951
- 24 DP1221649 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED  
DP1244533 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOT 101 DP1241951
- 25 DP1221649 POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT
- 26 DP1221649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 27 DP1221649 POSITIVE COVENANT REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 28 DP1221649 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
- 29 DP1221649 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 DP1221649 RIGHT OF CARRIAGEWAY 1.2 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 31 SP94599 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 32 SP94599 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 33 AN573802 INITIAL PERIOD EXPIRED
- 34 AQ283032 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 3 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94599

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 59	2	- 49	3	- 51	4	- 59
5	- 59	6	- 51	7	- 53	8	- 48
9	- 53	10	- 61	11	- 63	12	- 63
13	- 59	14	- 51	15	- 51	16	- 65
17	- 62	18	- 62	19	- 51	20	- 53
21	- 49	22	- 53	23	- 63	24	- 63
25	- 60	26	- 63	27	- 51	28	- 51
29	- 65	30	- 60	31	- 60	32	- 51
33	- 51	34	- 47	35	- 54	36	- 63
37	- 63	38	- 64	39	- 60	40	- 51
41	- 52	42	- 66	43	- 60	44	- 60
45	- 51	46	- 54	47	- 49	48	- 54
49	- 64	50	- 64	51	- 64	52	- 64
53	- 52	54	- 51	55	- 66	56	- 64
57	- 60	58	- 52	59	- 54	60	- 50
61	- 54	62	- 64	63	- 64	64	- 61
65	- 64	66	- 52	67	- 52	68	- 66
69	- 61	70	- 61	71	- 52	72	- 55
73	- 50	74	- 55	75	- 64	76	- 64
77	- 65	78	- 61	79	- 52	80	- 52
81	- 61	82	- 61	83	- 61	84	- 52
85	- 55	86	- 51	87	- 55	88	- 65
89	- 65	90	- 62	91	- 65	92	- 53
93	- 52	94	- 62	95	- 62	96	- 62
97	- 52	98	- 52	99	- 51	100	- 56
101	- 65	102	- 65	103	- 62	104	- 62
105	- 53	106	- 53	107	- 68	108	- 62
109	- 62	110	- 54	111	- 62	112	- 62
113	- 65	114	- 65	115	- 62	116	- 62
117	- 53	118	- 53	119	- 68	120	- 62
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129	- 54	130	- 54	131	- 68	132	- 63
133	- 63	134	- 54	135	- 63	136	- 63
137	- 66	138	- 63	139	- 67	140	- 66
141	- 54	142	- 54	143	- 69	144	- 63
145	- 63	146	- 54	147	- 63	148	- 63
149	- 67	150	- 67	151	- 58	152	- 68
153	- 68	154	- 68	155	- 68	156	- 68
157	- 69	158	- 69	159	- 71	160	- 71
161	- 69	162	- 75	163	- 75	164	- 75
165	- 68	166	- 71	167	- 71		

END OF PAGE 4 - CONTINUED OVER

FOLIO: CP/SP94599

PAGE 5

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NOTATIONS

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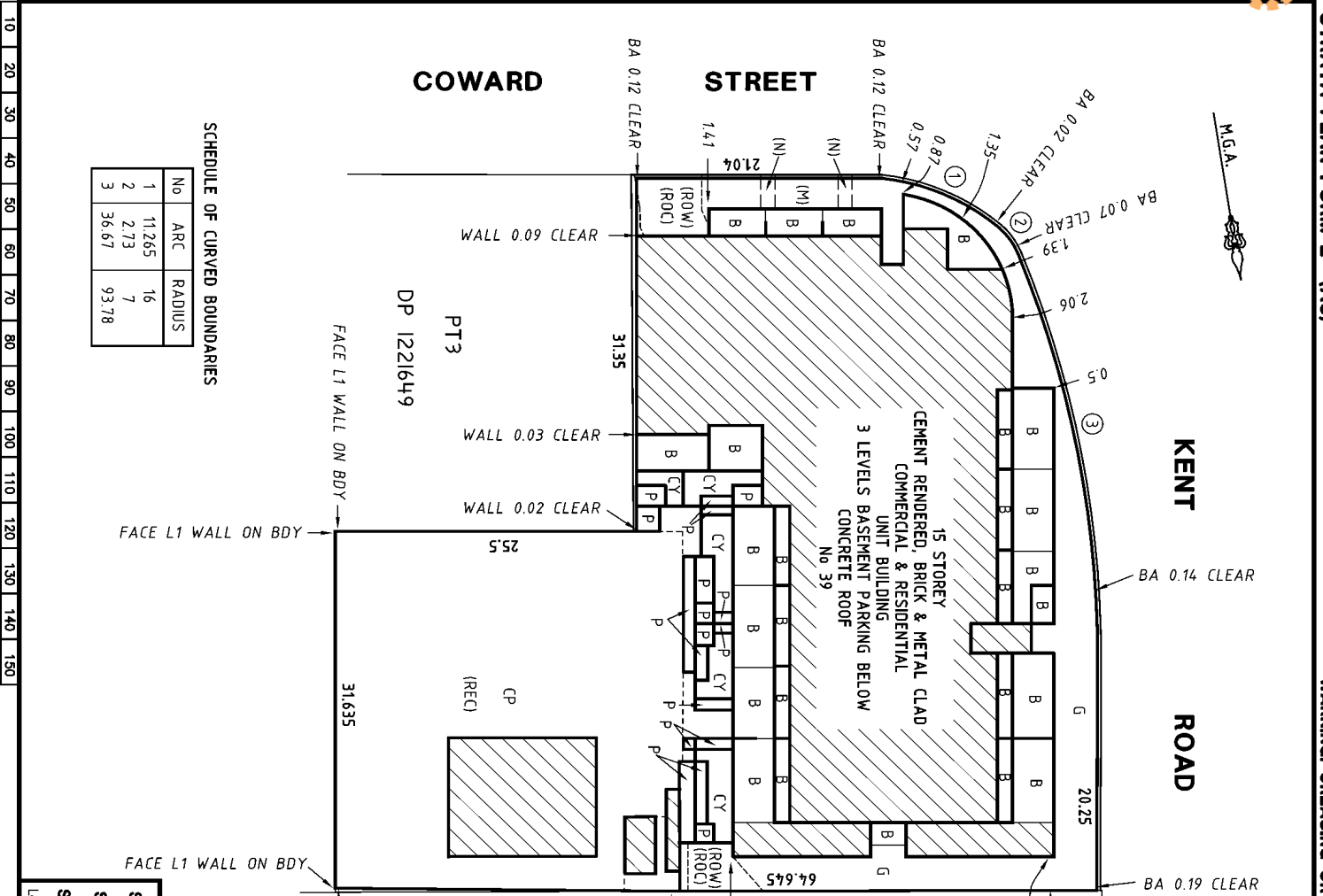
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

5194214-001

PRINTED ON 28/3/2023

\* 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**

THE STRATA PARCELLS  
 LOT 2-15 A STRATHMORE LIMITED IN HEIGHT  
 AND IN DEPTH AS SHOWN ON DP 1221649.  
 DIMENSIONS SHOWN ARE THOSE AT GROUND LEVEL

LOCATION PLAN DETAILS FOR  
 BASEMENT LEVEL 3 & BELOW ARE SHOWN ON SHEET 2  
 BASEMENT LEVEL 2 ARE SHOWN ON SHEET 3  
 BASEMENT LEVEL 1 ARE SHOWN ON SHEET 4  
 GROUND LEVEL ARE SHOWN ON SHEET 5  
 LEVEL 1 & ABOVE ARE SHOWN ON SHEET 6

- B BALCONY
- P PLANTER
- CY COURTYARD
- G BASEMENT PARKING BELOW
- CP COMMON PROPERTY
- BA BASEMENT WALL

PT 5  
 DP 1216316

EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 (REC) RIGHT TO USE COMMONAL AREA VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)

(M) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.32 WIDE LIMITED IN STRATUM (DP 1221649)  
 (N) RIGHT OF CARRIAGEWAY 1.2 WIDE LIMITED IN STRATUM (DP 1221649)  
 (ROC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)  
 (ROW) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)

**SCHEDULE OF CURVED BOUNDARIES**

No	ARC	RADIUS
1	11.265	16
2	2.73	7
3	36.67	93.78

Surveyor: **AARON DOUGLAS MILLARD** Registered: **7.12.2016**

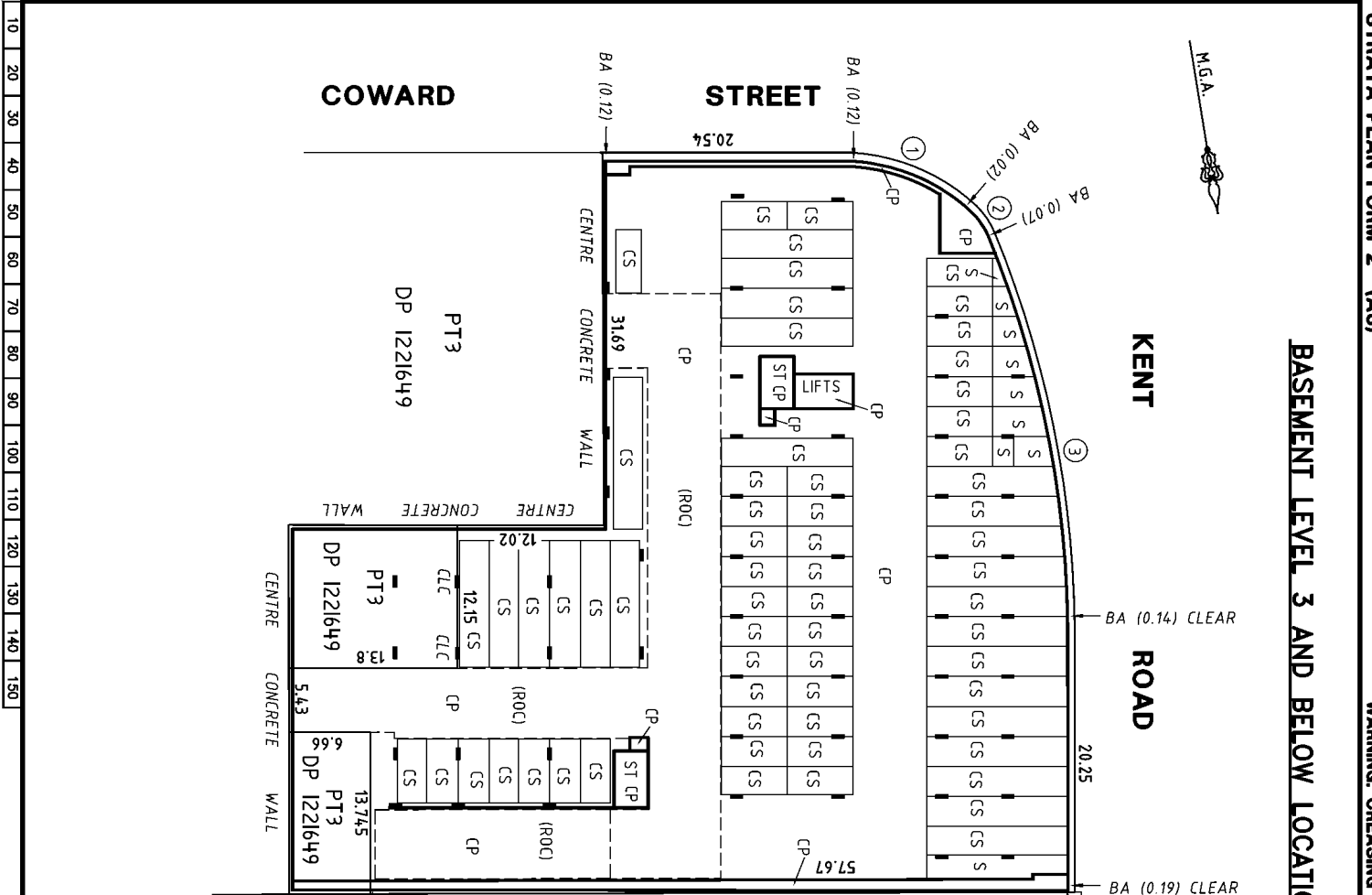
Surveyors Ref: **7967/12**

Subdivision No: **14030**

Lengths are in metres. Reduction Ratio 1: 400

**SP94599**

**BASEMENT LEVEL 3 AND BELOW LOCATION PLAN**



THE STRATA PARCELS  
 LOT 2 IS A STRATH-LTD LIMITED IN HEIGHT  
 AND IN DEPTH AS SHOWN ON DP 1221649.  
 DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 3

**SCHEDULE OF CURVED BOUNDARIES**

No	ARC	RADIUS
1	11.265	16
2	2.73	7
3	36.67	93.78

- BA BASEMENT WALL
- CS CAR SPACE
- CLC CENTRELINE OF COLUMN
- CP COMMON PROPERTY
- S STORE
- ST STAIRS

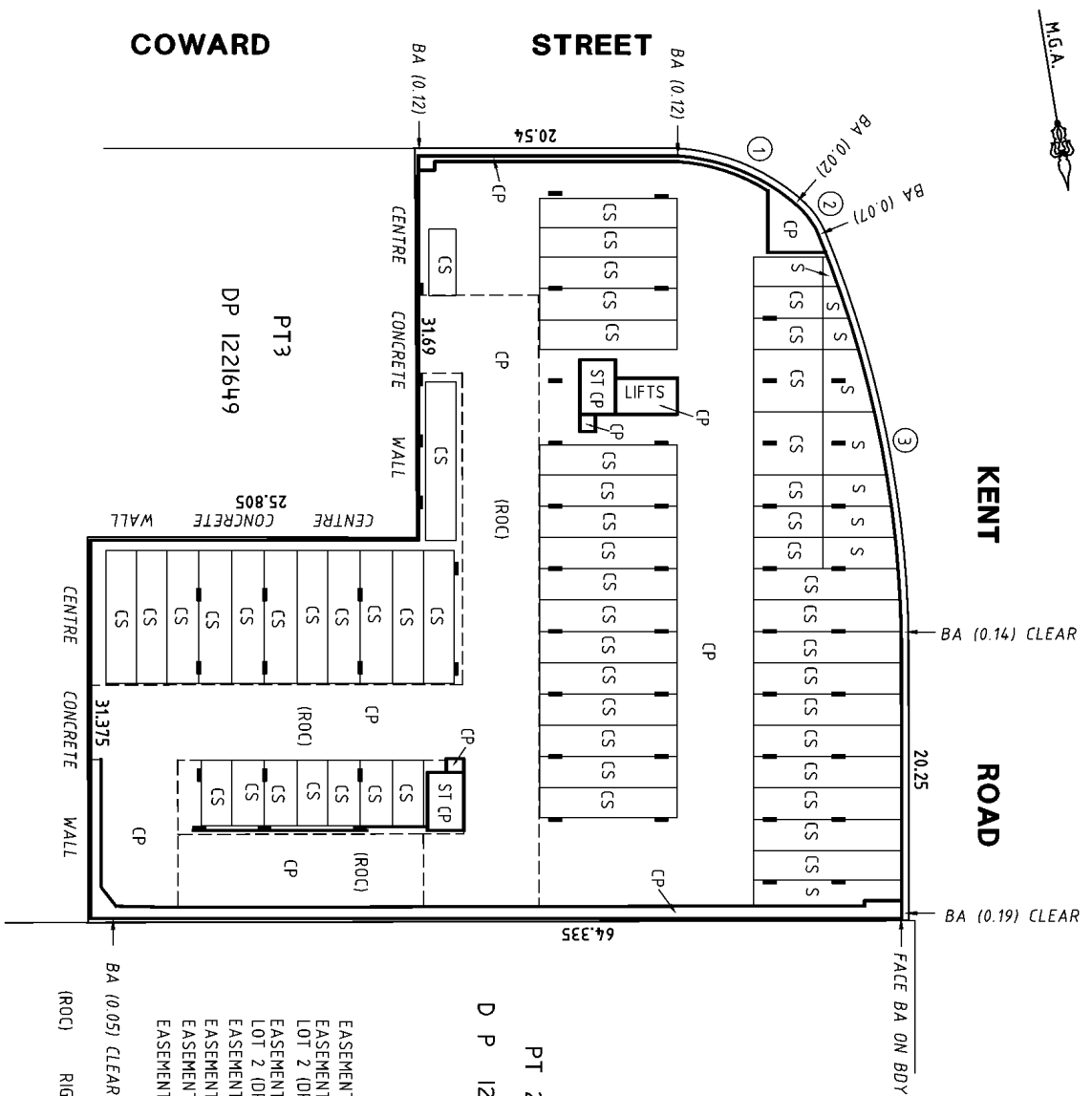
PT 2  
 D P 1216316

EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2 (DP 12216449)  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 (ROC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)

<p>Surveyor: <b>ARON DOUGLAS MILLARD</b></p> <p>Surveyors Ref: <b>7967/12</b></p> <p>Subdivision No: <b>14030</b></p> <p>Lengths are in metres. Reduction Ratio 1: 400</p>	<p>Registered:</p>  <p>7.12.2016</p>
SP94599	

**BASEMENT LEVEL 2 LOCATION PLAN**

THE STRATA PARCEL IS LOT 2 IS A STRATH-LOT LIMITED IN HEIGHT AND IN DEPTH AS SHOWN ON DP 1221649. DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 2



SCHEDULE OF CURVED BOUNDARIES

No	ARC	RADIUS
1	11.265	16
2	2.73	7
3	36.67	93.78

- BA BASEMENT WALL
- CS CAR SPACE
- CLC CENTRELINE OF COLUMN
- CP COMMON PROPERTY
- S STORE
- ST STAIRS

PT 2  
 D P 1216316

EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2 (DP 12216449)  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)

BA (0.05) CLEAR  
 (ROC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)

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

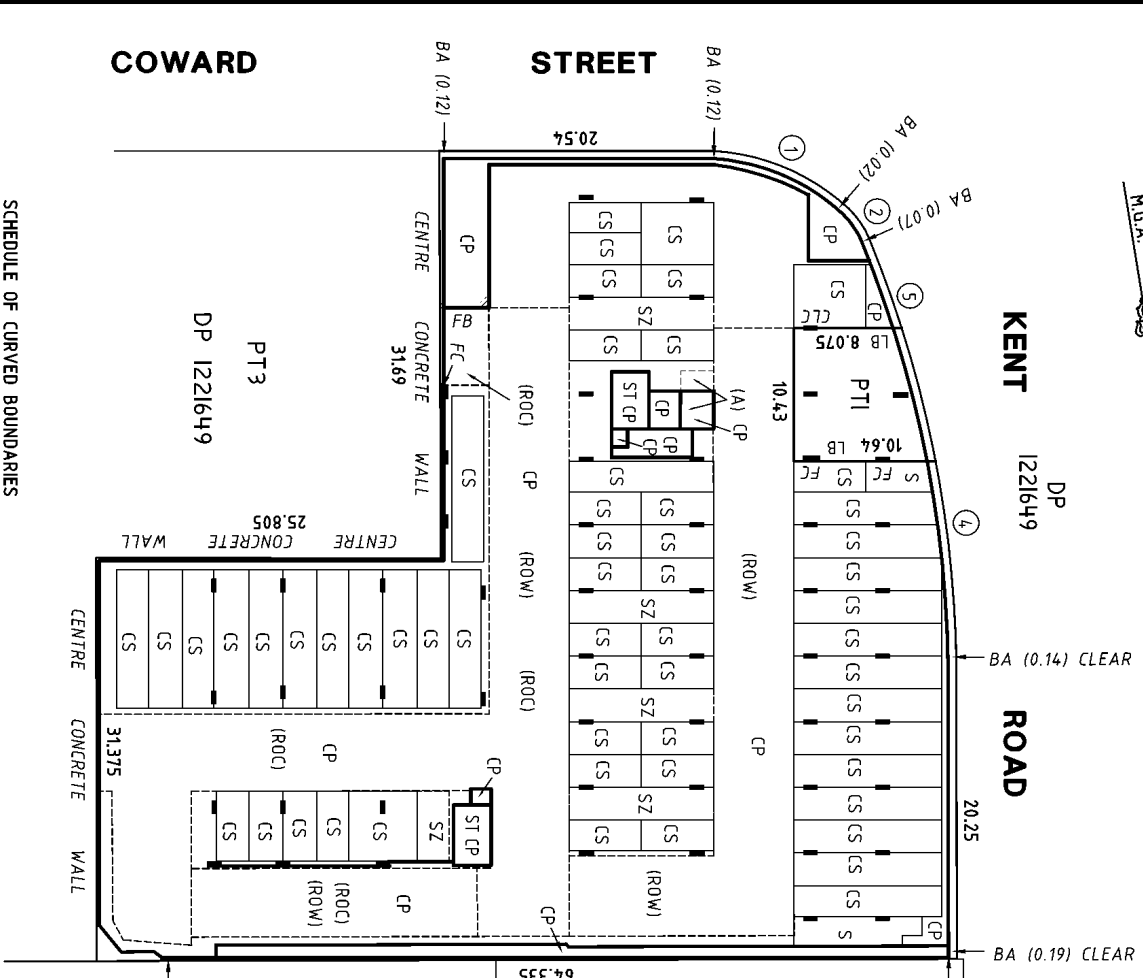
Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1:400

Registered:  
 7.12.2016

SP94599

**BASEMENT LEVEL 1 LOCATION PLAN**

THE STRATA PARCEL IS LOT 2 IS A STRATA LOT LIMITED IN HEIGHT AND IN DEPTH AS SHOWN ON DP 1221649. DIMENSIONS SHOWN ARE THOSE AT BASEMENT LEVEL 1



SCHEDULE OF CURVED BOUNDARIES

No	ARC	RADIUS
1	11.265	16
2	2.73	7
4	18.555	93.78
5	7.31	93.78

- PT 2
- D P 1216316
- PTI DENOTES PT 1 IN DP 1221649
- ST STAIRS
- BA BASEMENT WALL
- CS CAR SPACE
- CLC CENTRELINE OF COLUMN
- FC FACE OF COLUMN
- CP COMMON PROPERTY
- S STORE
- SZ SHARED ZONE (CP)
- LB THE LOT BOUNDARY IS CONCIDENT WITH THE PARCEL BOUNDARY.

EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2 (DP 12216449)  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)

(ROCC) RIGHT OF TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 (ROW) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)  
 (A) EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN STRATUM (DP 1221649)

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

Surveyor: **AARON DOUGLAS MILLARD** Registered: **7.12.2016**

Surveyors Ref: **7967/12**

Subdivision No: **14030**

Lengths are in metres. Reduction Ratio 1: 400

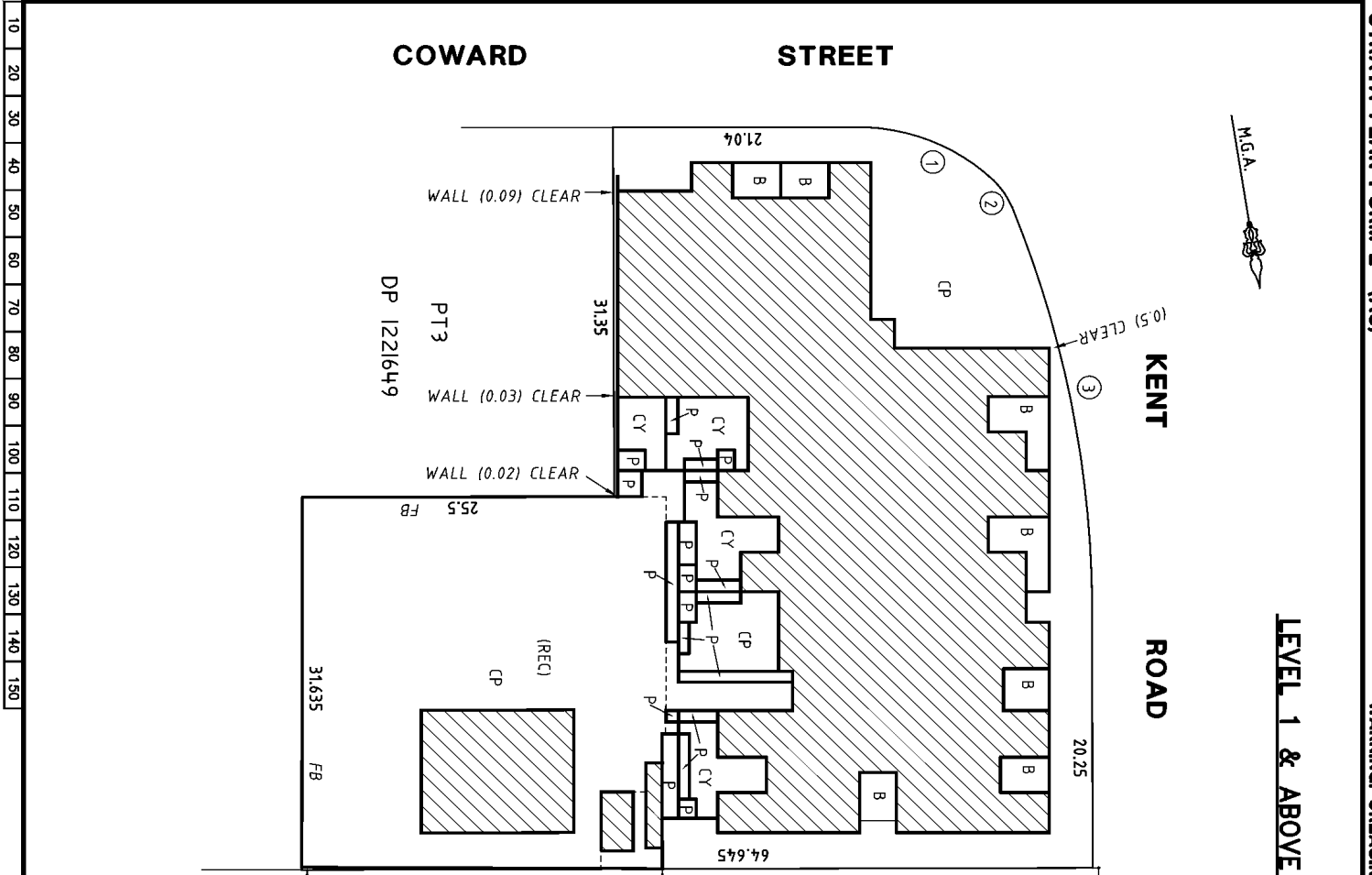
**SP94599**





**LEVEL 1 & ABOVE LOCATION PLAN**

THE STRATA PARCEL IS  
~~LOT 2-15-A STATION-LOT~~ LIMITED IN HEIGHT  
 AND IN DEPTH AS SHOWN ON DP 1221649.  
 DIMENSIONS SHOWN ARE THOSE AT LEVEL 1



SCHEDULE OF CURVED BOUNDARIES

No	ARC	RADIUS
1	11.265	16
2	2.73	7
3	36.67	93.78

- FB FACE OF BRICK WALL
- P PLANTER
- CY COURTYARD
- CP COMMON PROPERTY
- B BALCONY

PT 5  
 D P 1216316

(REC) RIGHT TO USE COMMUNAL AREA VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)  
 EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2 (DP 12216449)  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOT 2 (DP 1221649)  
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)  
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT 2 (DP 1221649)

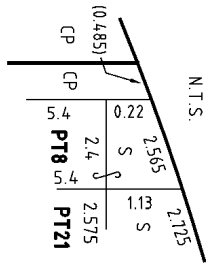
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 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1: 400



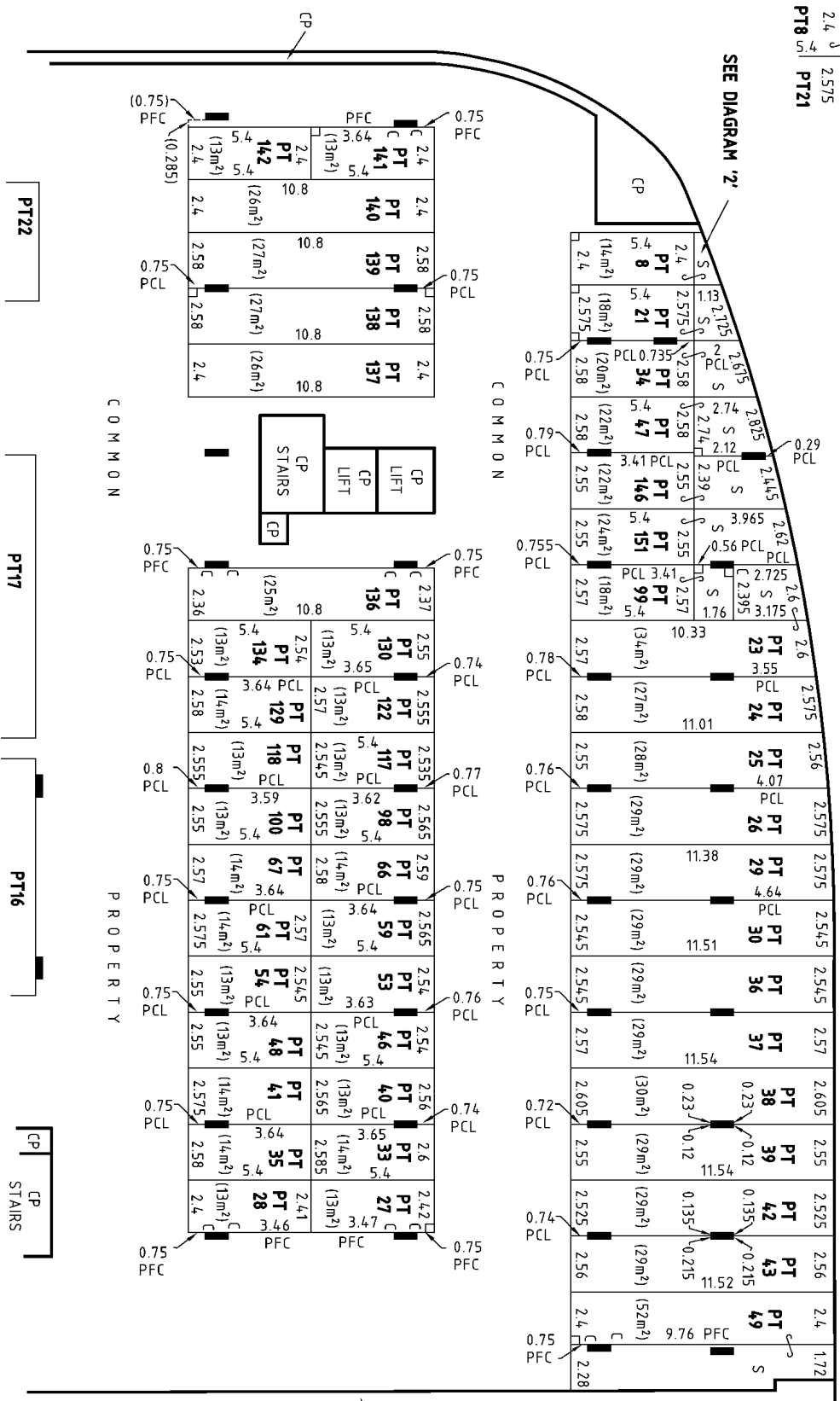
Registered:  
 7.12.2016

SP94599

DIAGRAM '2'

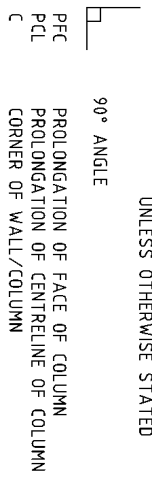


BASEMENT LEVEL 3



CP COMMON PROPERTY  
S STORE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.



CENTRELINE OF COLUMN AT FACE UNLESS OTHERWISE STATED

SHEET 8 ADJOINS

Surveyor: AARON DOUGLAS MILLARD

Surveyors Ref: 7967/12

Subdivision No: 14030

Lengths are in metres. Reduction Ratio 1:200

Registered:

7.12.2016

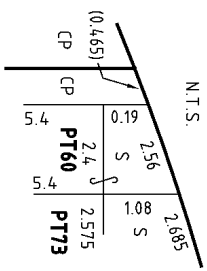
SP94599

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

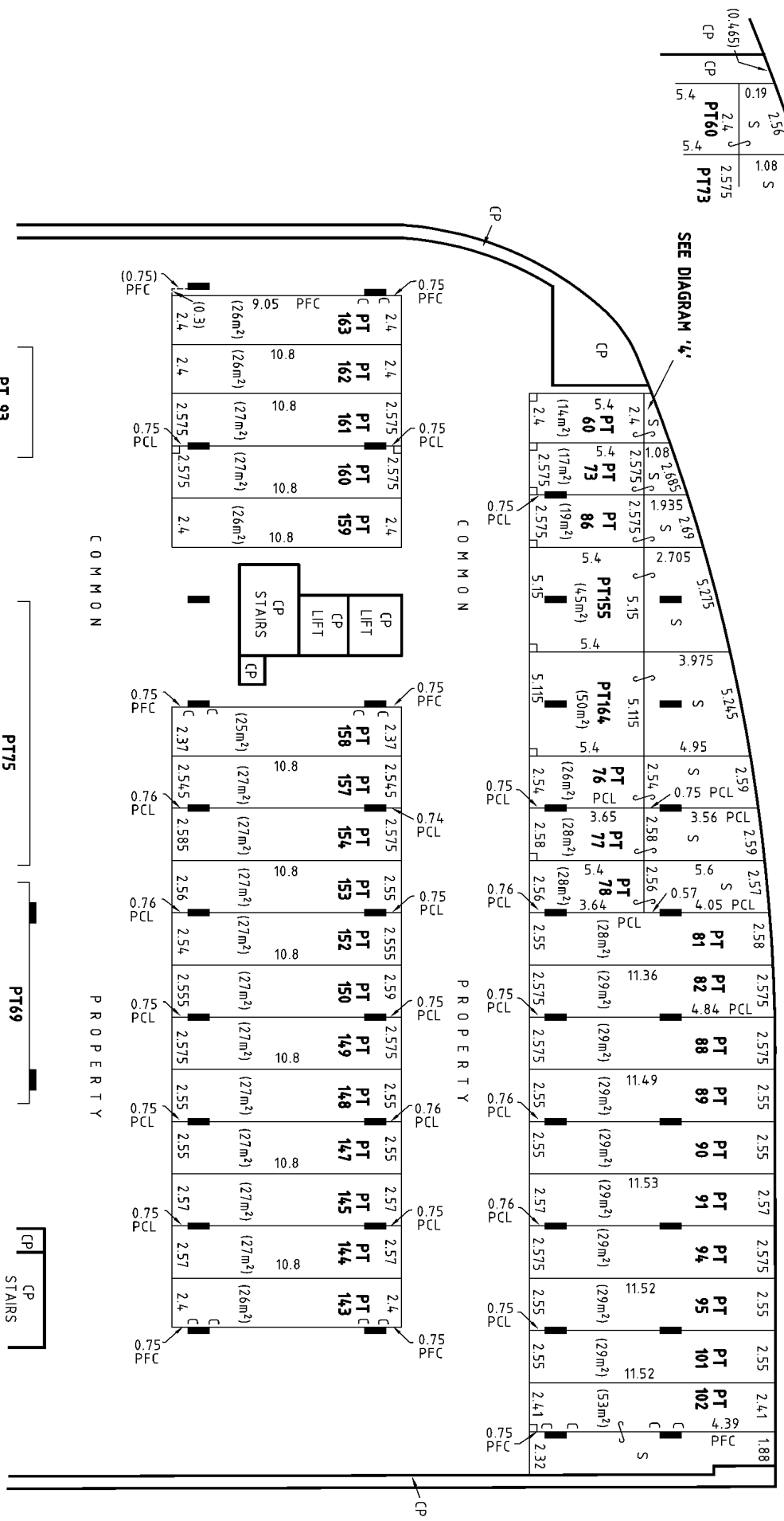


**BASEMENT LEVEL 2**

**DIAGRAM '4'**  
N.T.S.



M.G.A.



CP COMMON PROPERTY  
S STORE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

90° ANGLE  
CENTRELINE OF COLUMN AT FACE UNLESS OTHERWISE STATED

PFC PCL  
PROLONGATION OF FACE OF COLUMN PROLONGATION OF CENTRELINE OF COLUMN CORNER OF WALL/COLUMN

SHEET 10 ADJOINS

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

Surveyor: AARON DOUGLAS MILLARD  
Surveyors Ref: 7967/12  
Subdivision No: 14030  
Lengths are in metres. Reduction Ratio 1: 200

Registered: 7.12.2016

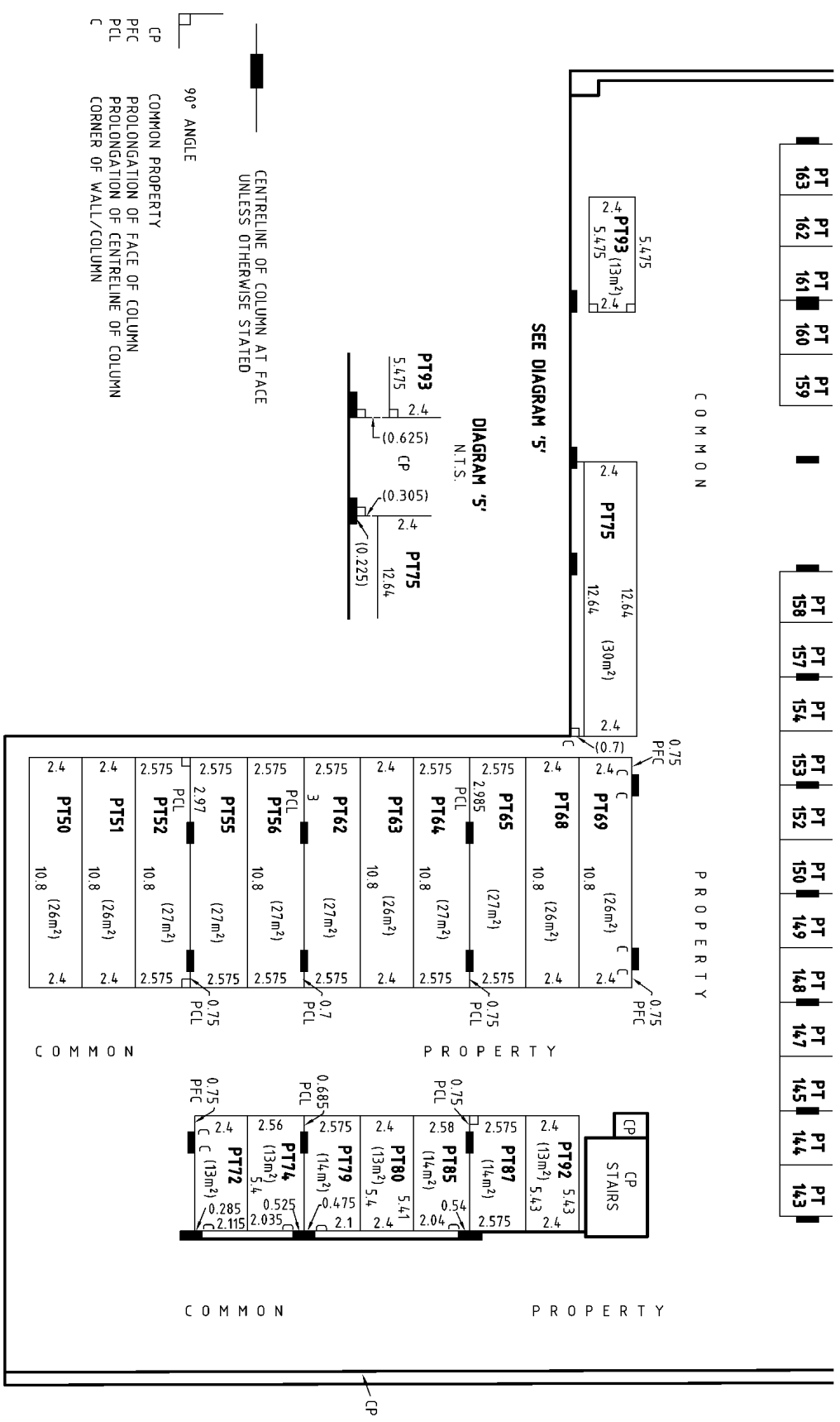
SP94599

BASEMENT LEVEL 2

SHEET 9 ADJOINS

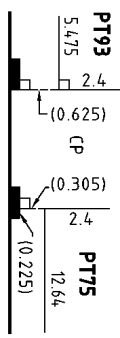


- PT 163
- PT 162
- PT 161
- PT 160
- PT 159
- PT 158
- PT 157
- PT 154
- PT 153
- PT 152
- PT 150
- PT 149
- PT 148
- PT 147
- PT 145
- PT 144
- PT 143



SEE DIAGRAM 'S'

DIAGRAM 'S' N.T.S.



CENTRELINE OF COLUMN AT FACE UNLESS OTHERWISE STATED

- 90° ANGLE
- CP COMMON PROPERTY
- PFC PROLONGATION OF FACE OF COLUMN
- PCL PROLONGATION OF CENTRELINE OF COLUMN
- C CORNER OF WALL/COLUMN

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

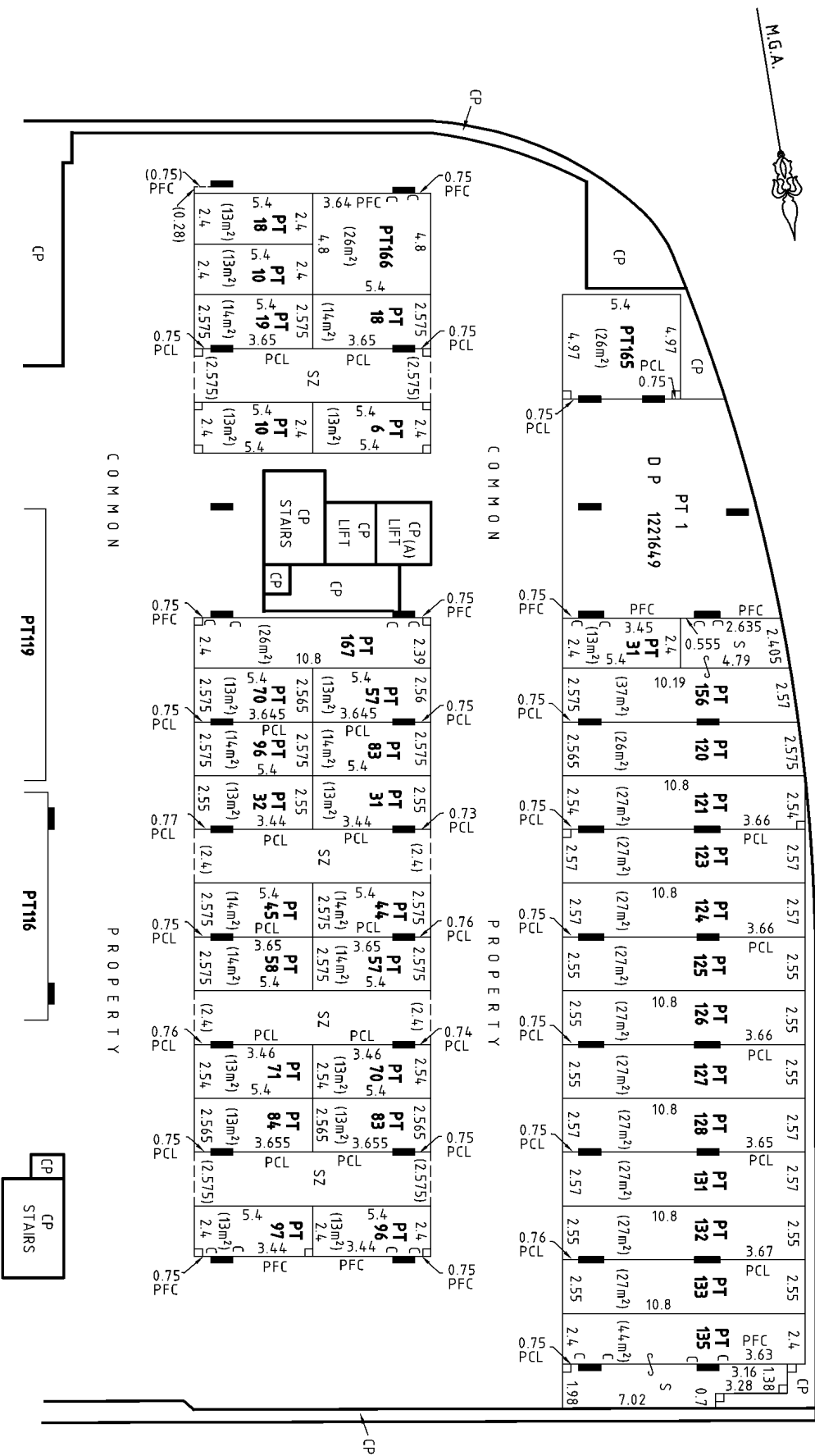
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Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1: 200

Registered: 7.12.2016

SP94599

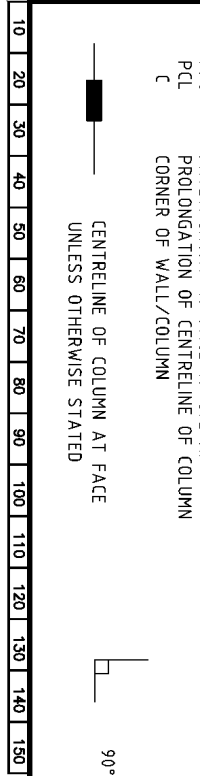
BASEMENT LEVEL 1



- CP COMMON PROPERTY
- S STORE
- SZ SHARED ZONE (CP)
- PFC PROLONGATION OF FACE OF COLUMN
- PCL PROLONGATION OF CENTRELINE OF COLUMN
- C CORNER OF WALL/COLUMN

CENTRELINE OF COLUMN AT FACE UNLESS OTHERWISE STATED

90° ANGLE



SHEET 12 ADJOINS

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

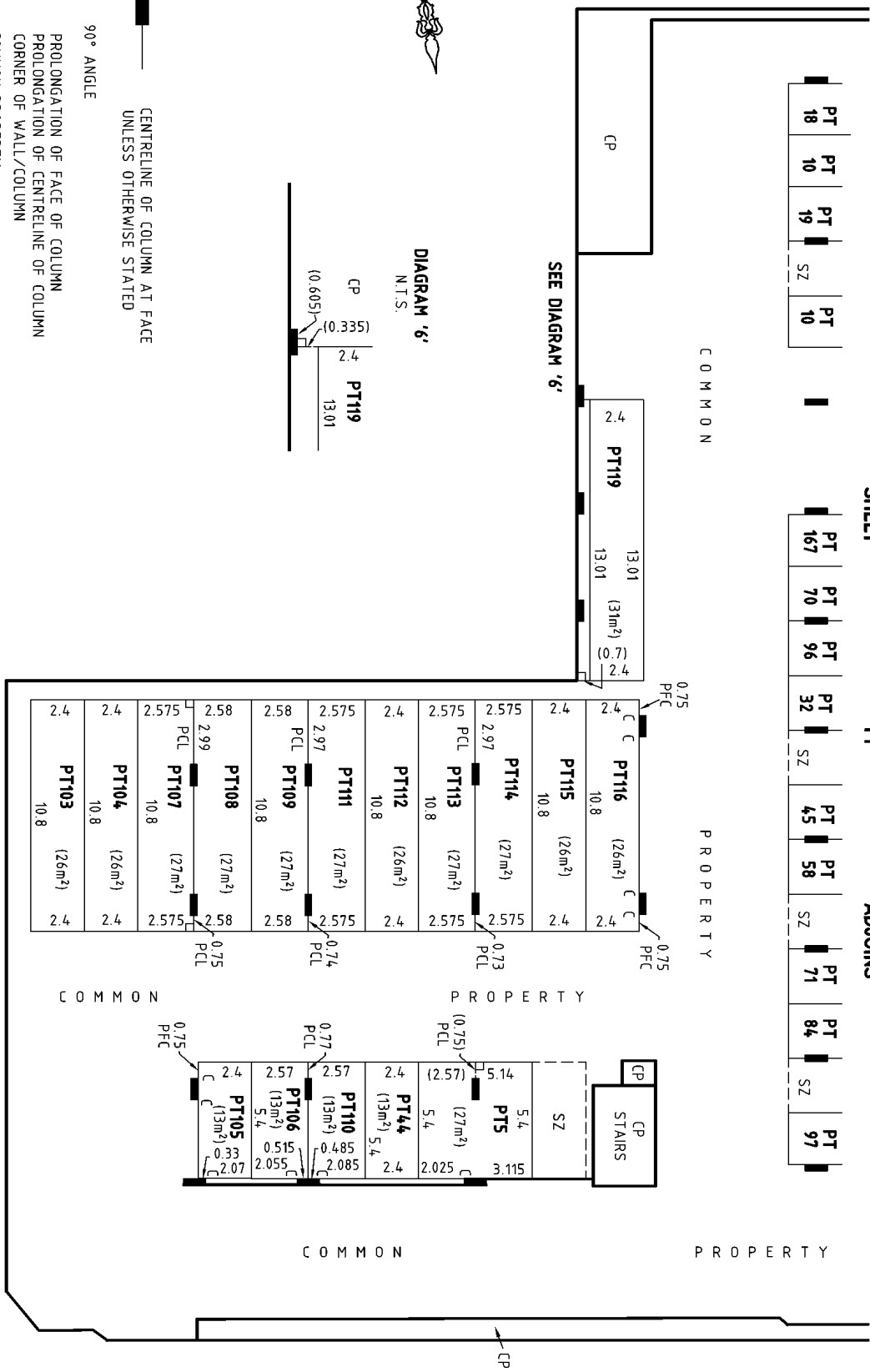
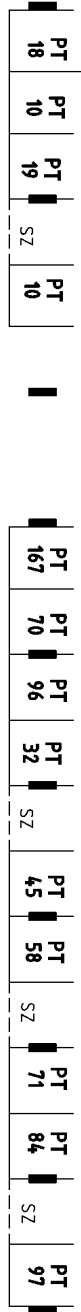
Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030

Registered: 7.12.2016

SP94599

BASEMENT LEVEL 1

SHEET 11 ADJOINS



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

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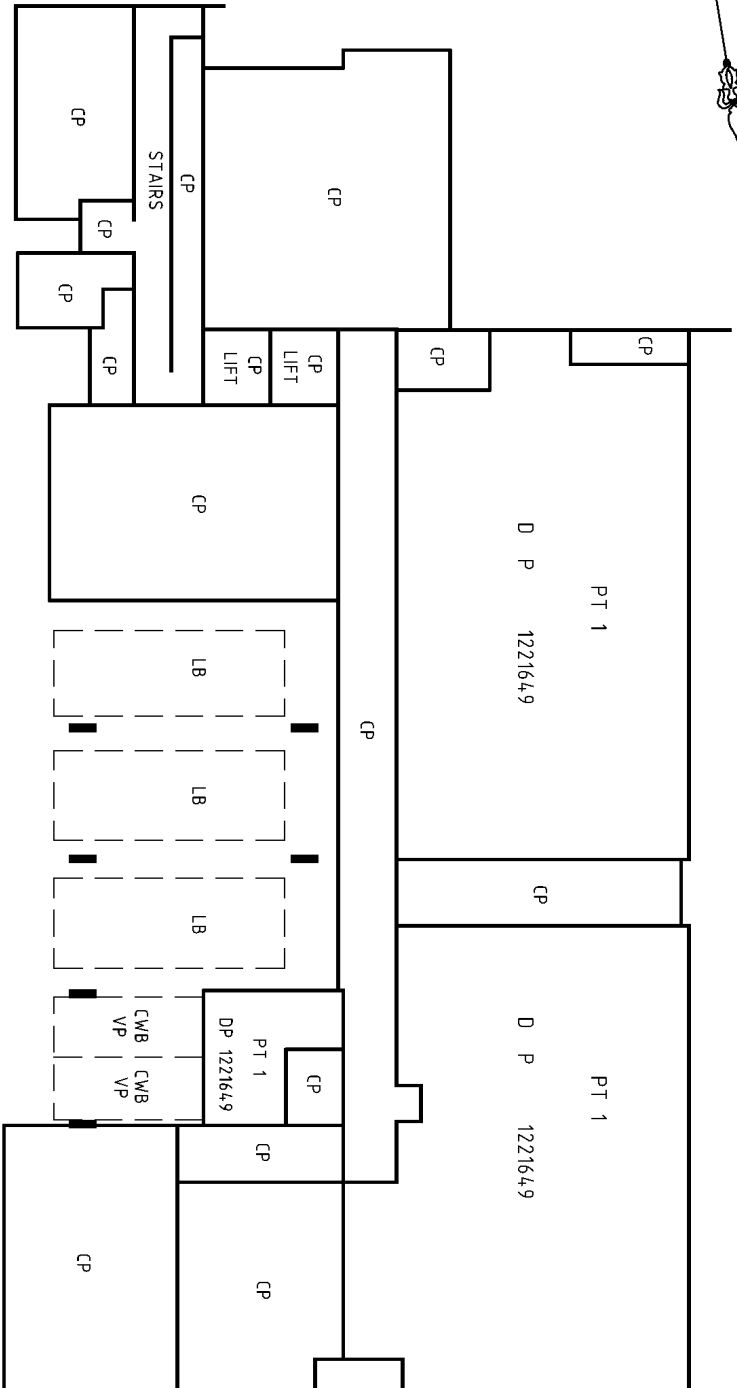
Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030

Registered: 7.12.2016

SP94599

Lengths are in metres. Reduction Ratio 1:200

GROUND LEVEL



- CP COMMON PROPERTY
- CWPB CAR WASH BAY (CP)
- LB LOADING BAY (CP)
- VP VISITOR PARKING (CP)

SHEET

14

ADJOINS



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

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1:200

Registered: 7.12.2016

SP94599

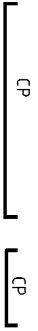


GROUND LEVEL

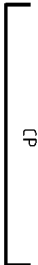
SHEET

13

ADJOINS

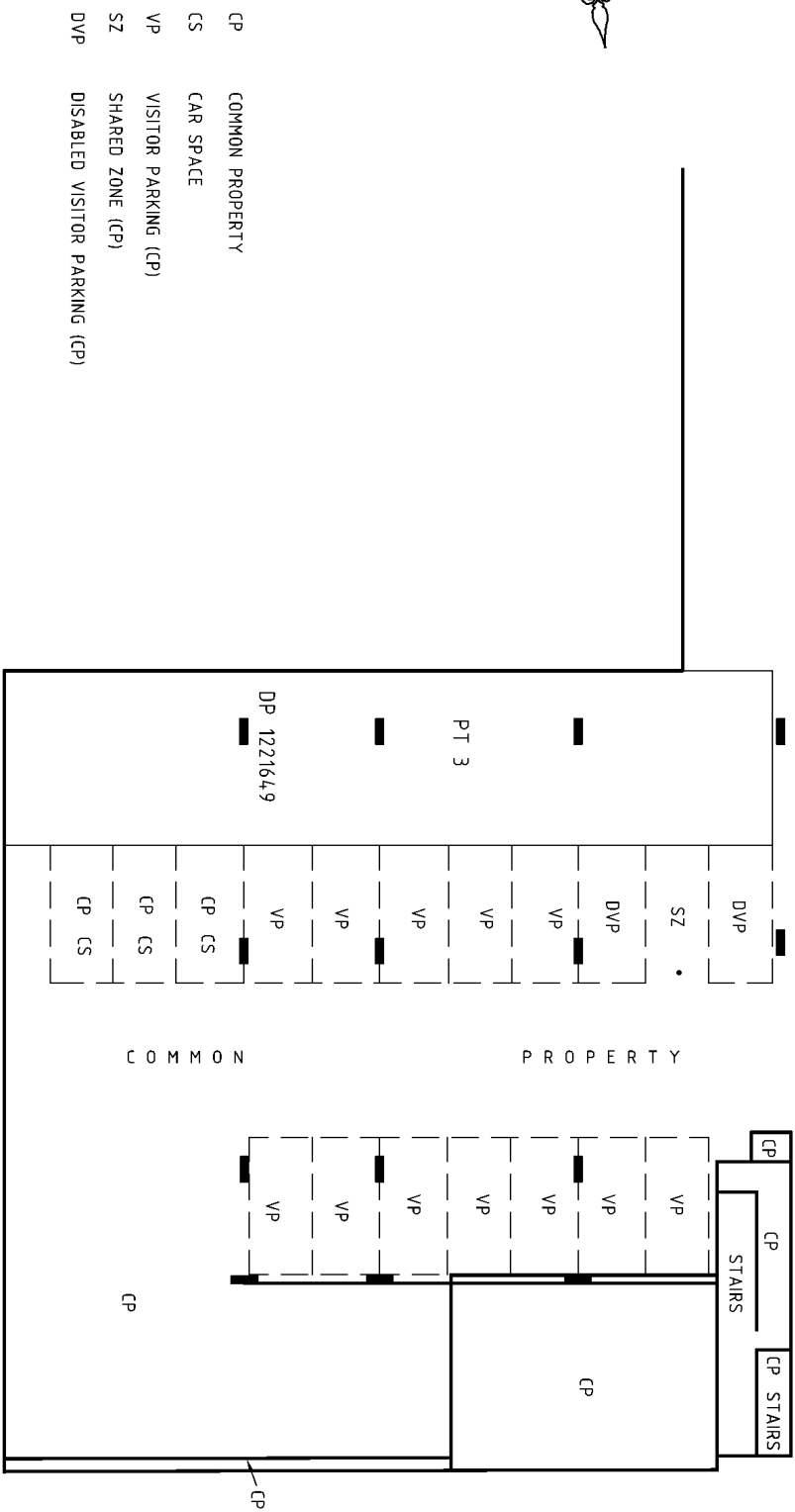


COMMON



PROPERTY

M.G.A.



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

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1: 200

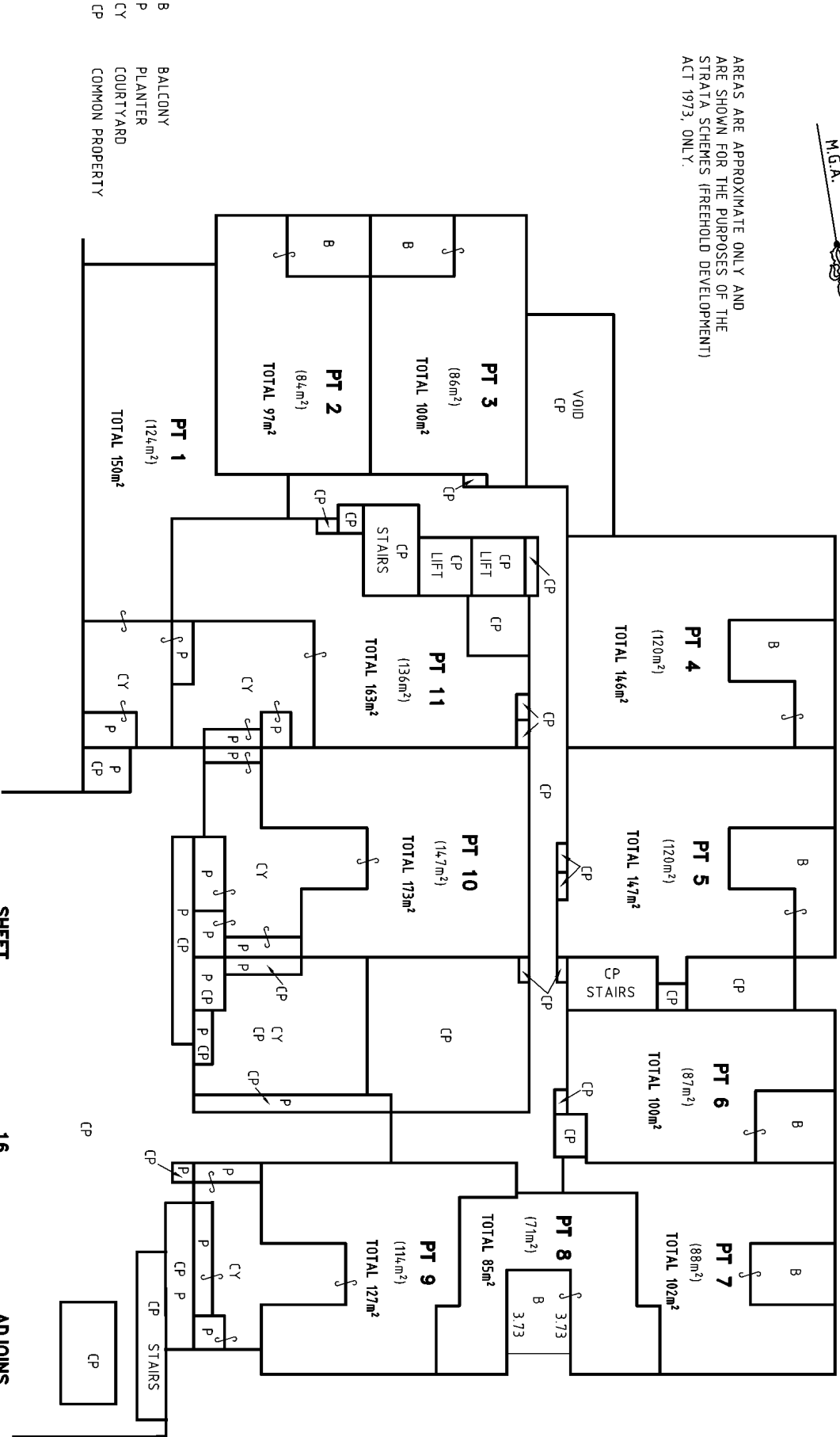
Registered:  
 7.12.2016

SP94599



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

LEVEL ONE



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.  
 THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.  
 THE STRATUM OF THE PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

- B BALCONY
- P PLANTER
- CY COURTYARD
- CP COMMON PROPERTY

SHEET

16

ADJOINS

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

Surveyor: AARON DOUGLAS MILLARD Surveyors Ref: .7967/12 Subdivision No: 14030 Lengths are in metres. Reduction Ratio 1: 200	Registered:  7.12.2016	SP94599
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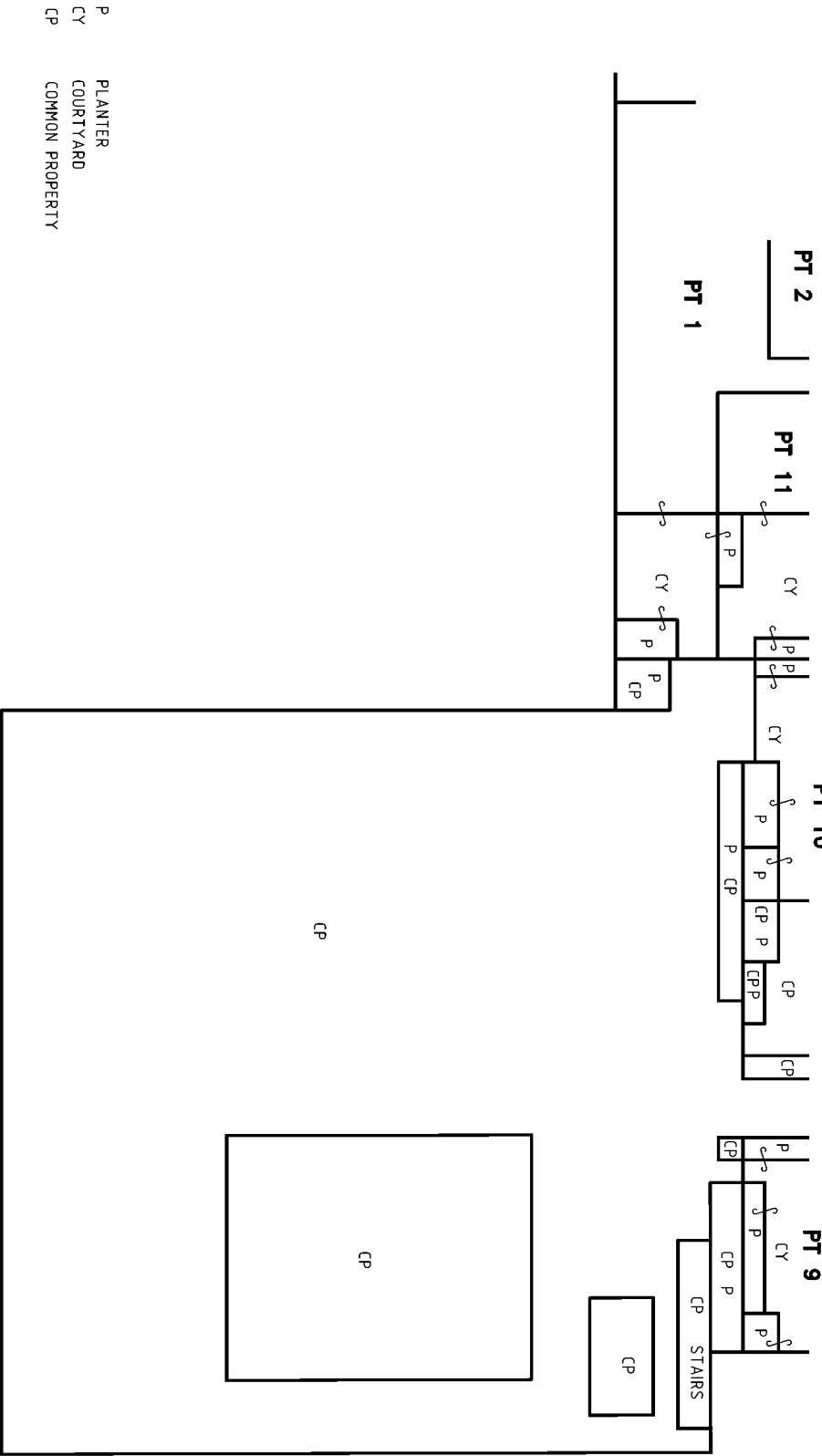


LEVEL ONE

SHEET

15

ADJOINS



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

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1: 200

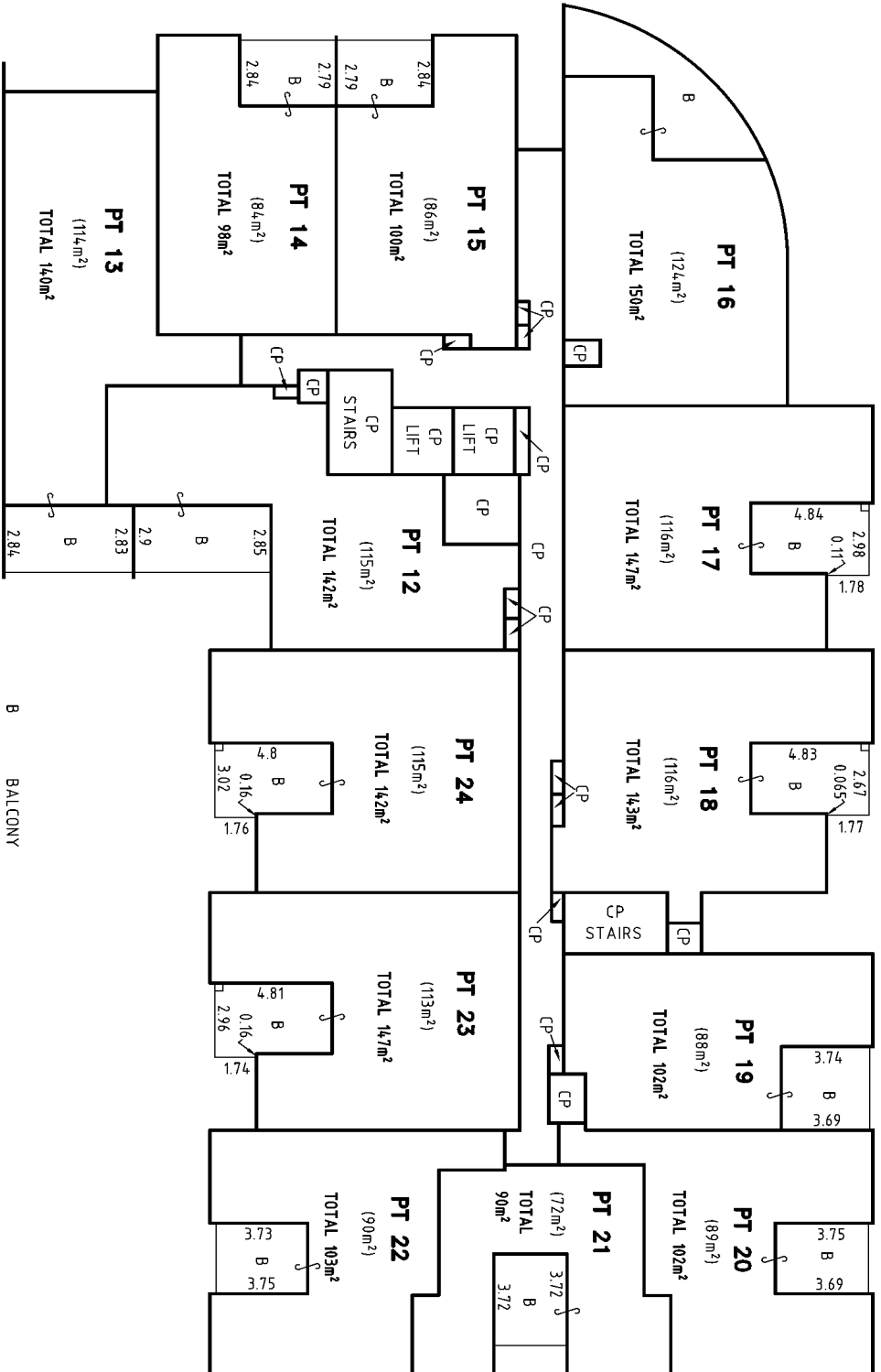
Registered:  
 7.12.2016

SP94599

M.G.A.



LEVEL TWO



B BALCONY  
 CP COMMON PROPERTY  
 90° ANGLE

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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

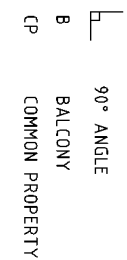
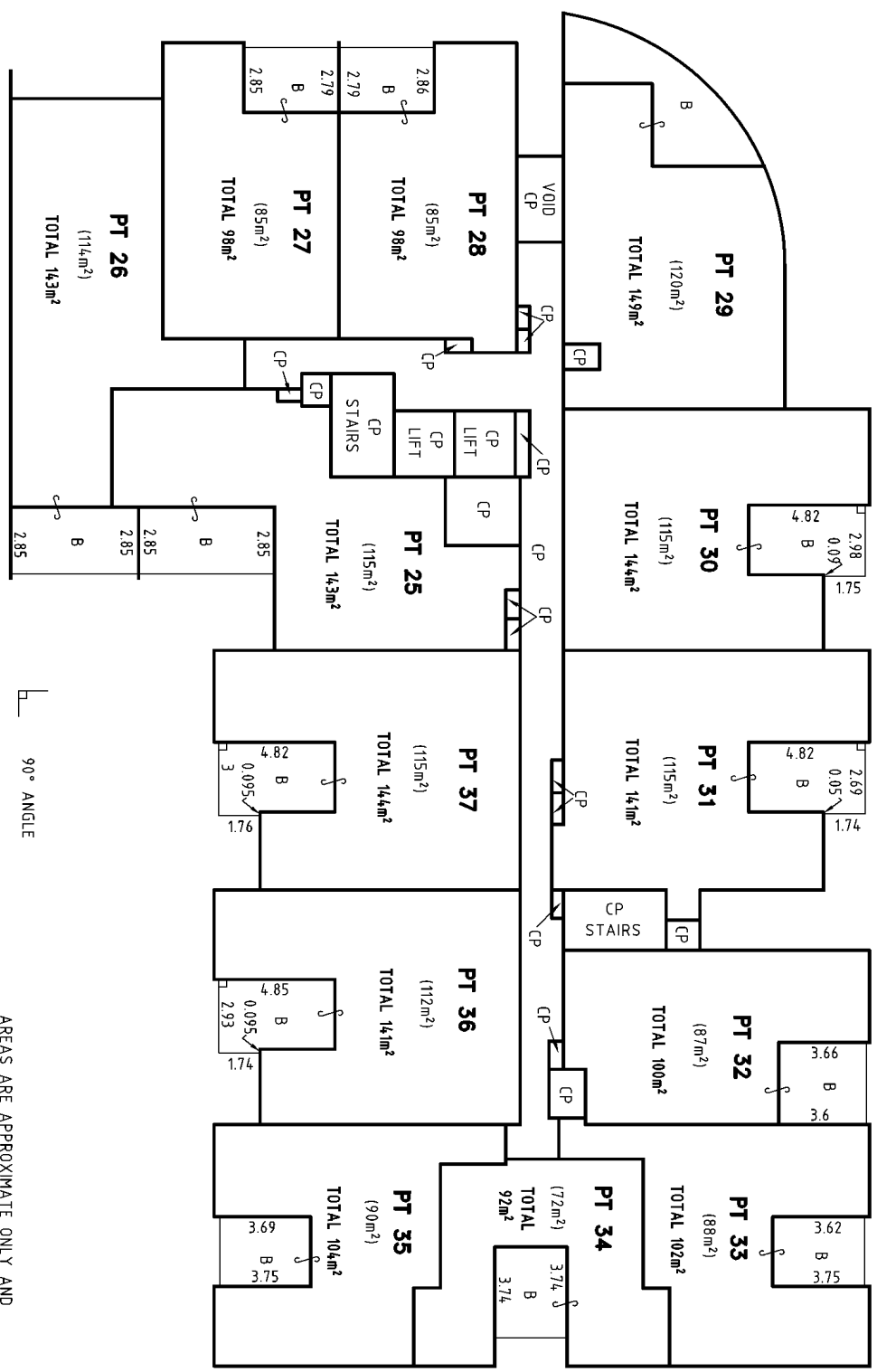
Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030

Registered: 7.12.2016

SP94599

Lengths are in metres. Reduction Ratio 1:200

LEVEL THREE



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030

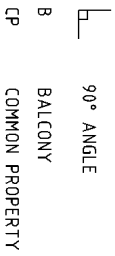
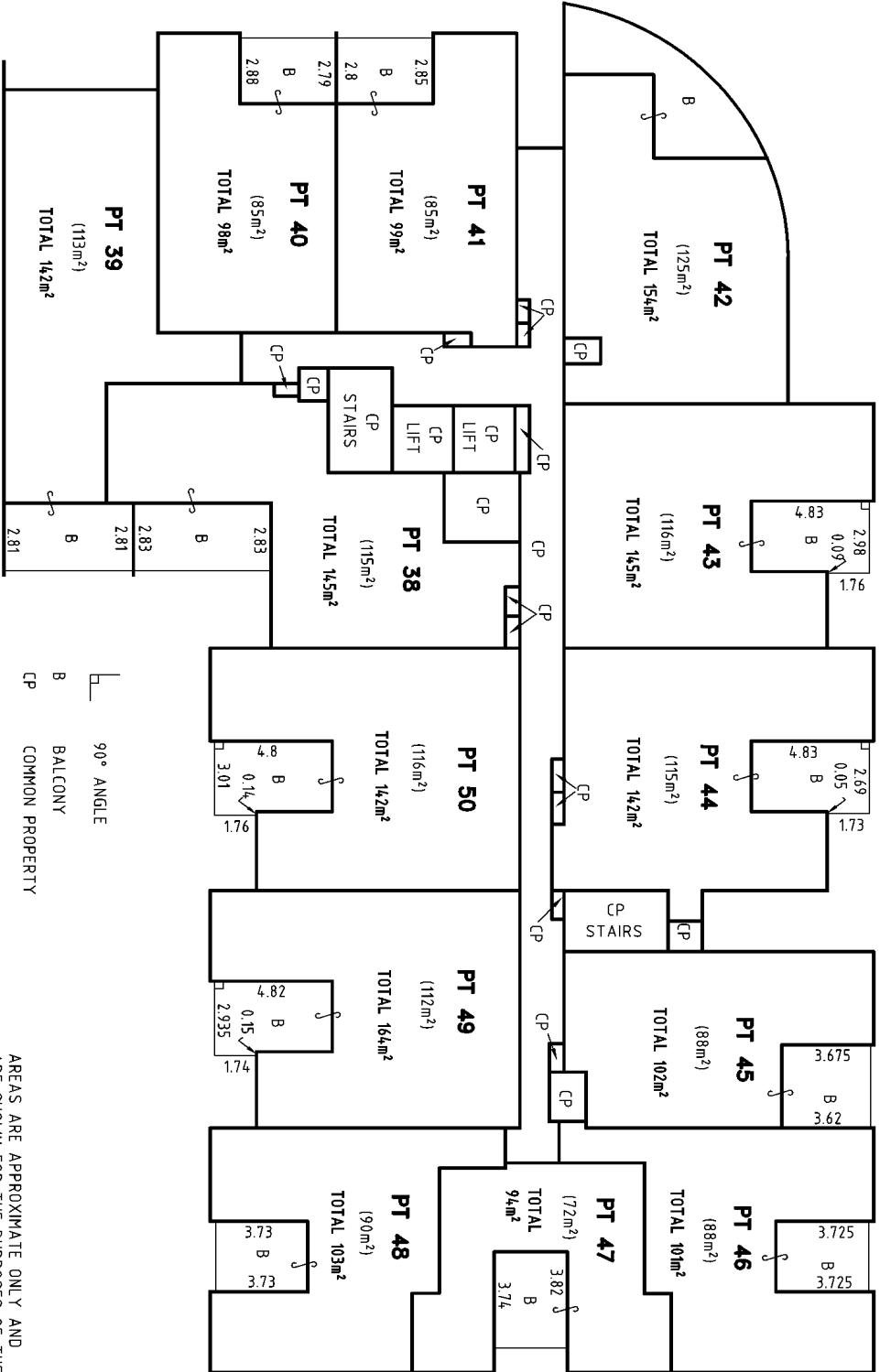
Registered: 7.12.2016

SP94599

Lengths are in metres. Reduction Ratio 1:200

LEVEL FOUR

M.G.A.



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

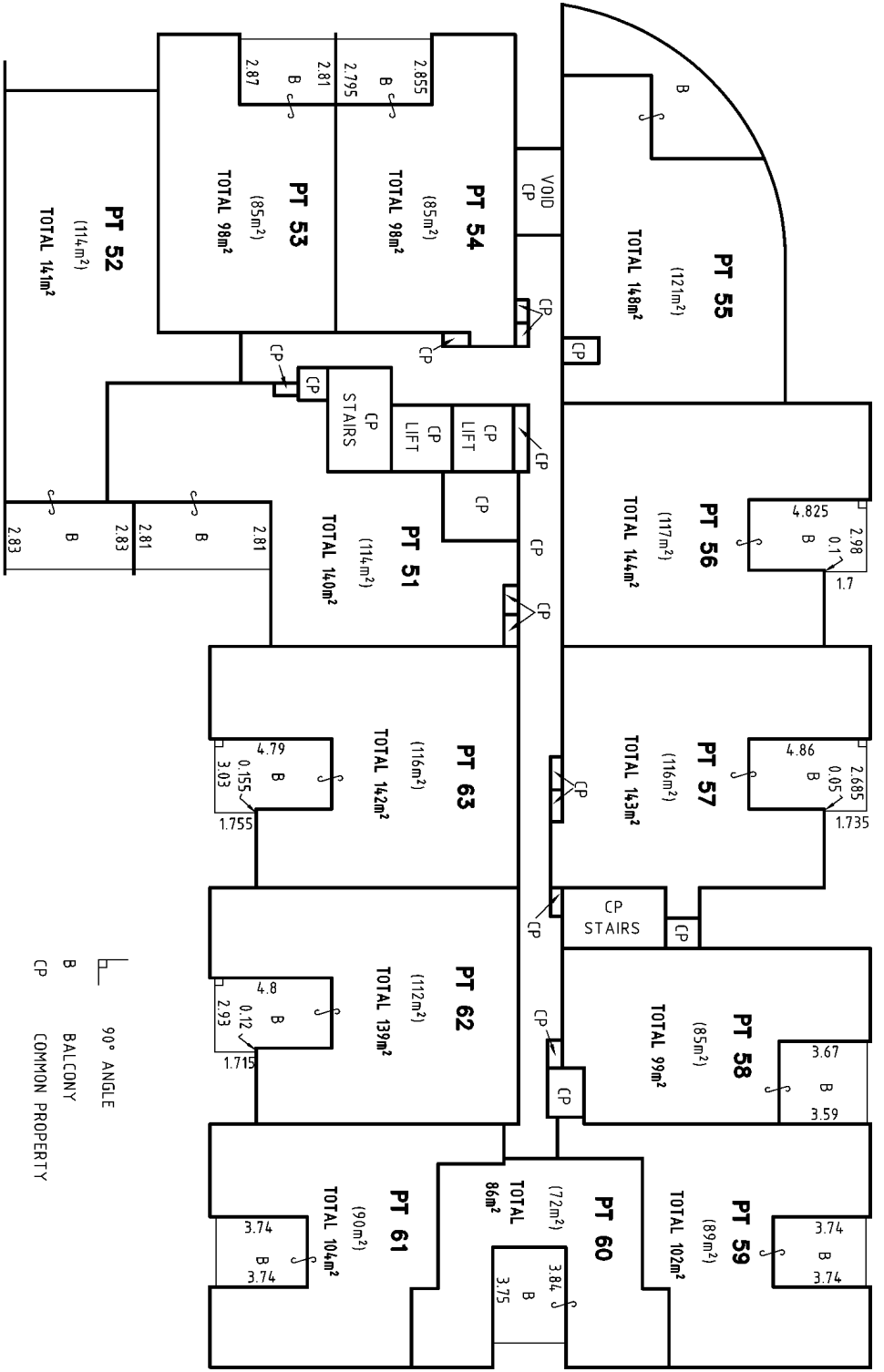
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1:200

Registered: 7.12.2016

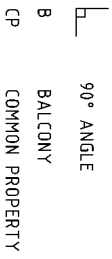
SP94599

LEVEL FIVE



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.



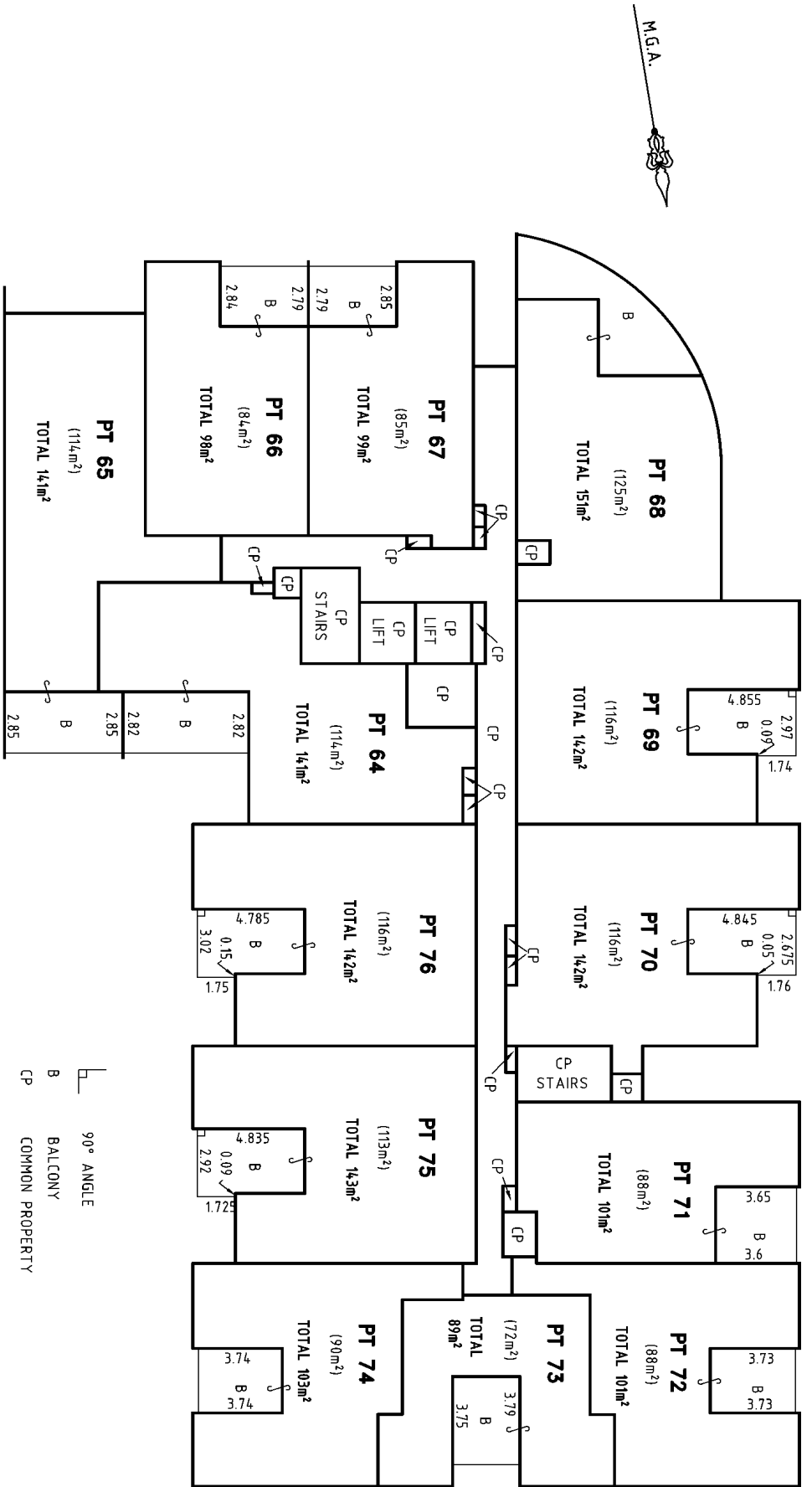
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1: 200

Registered: 7.12.2016

SP94599

LEVEL SIX



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

90° ANGLE  
 B BALCONY  
 CP COMMON PROPERTY

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1:200

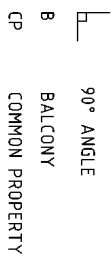
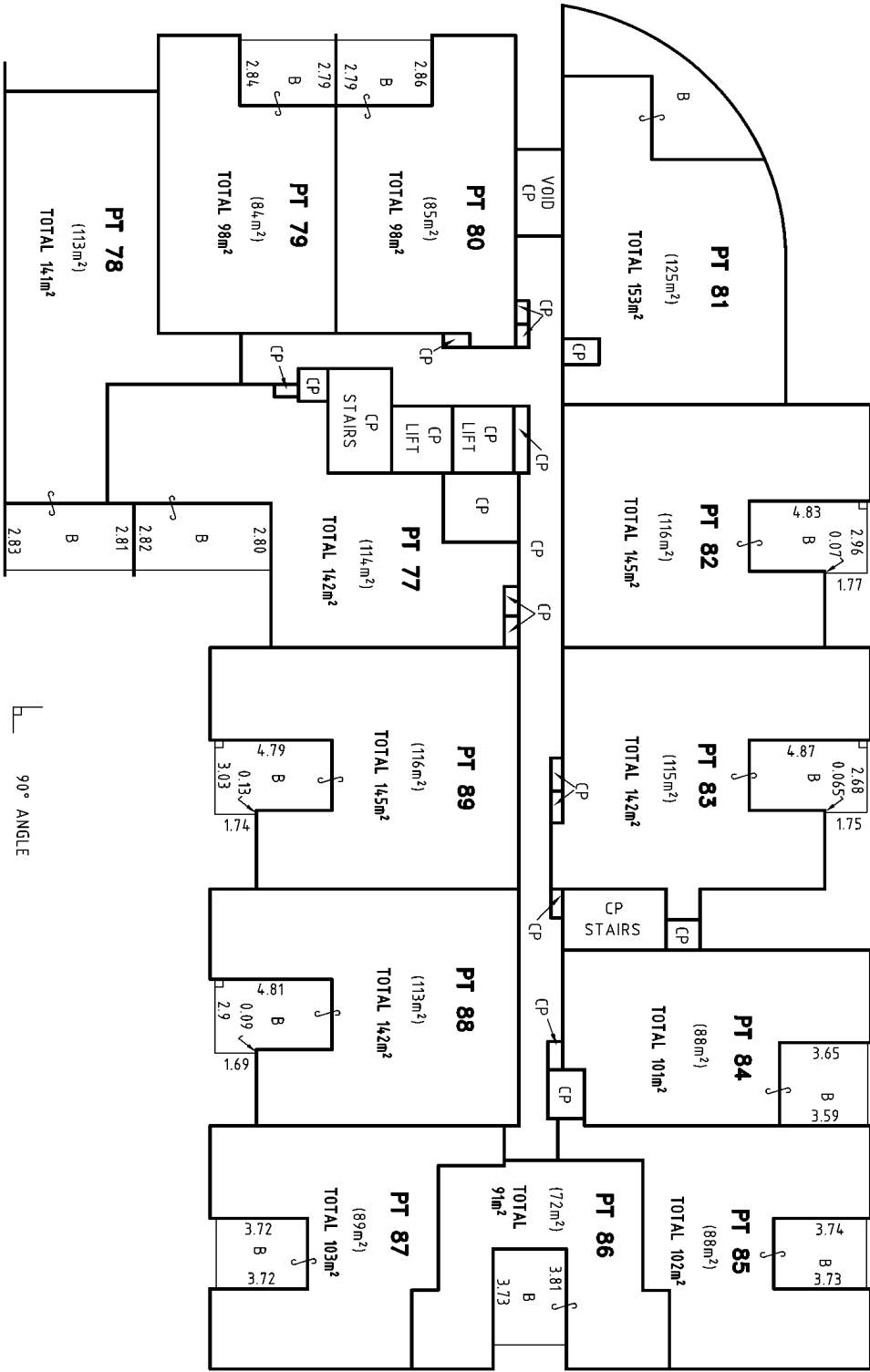
Registered: 7.12.2016

SP94599

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



LEVEL SEVEN



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1:200

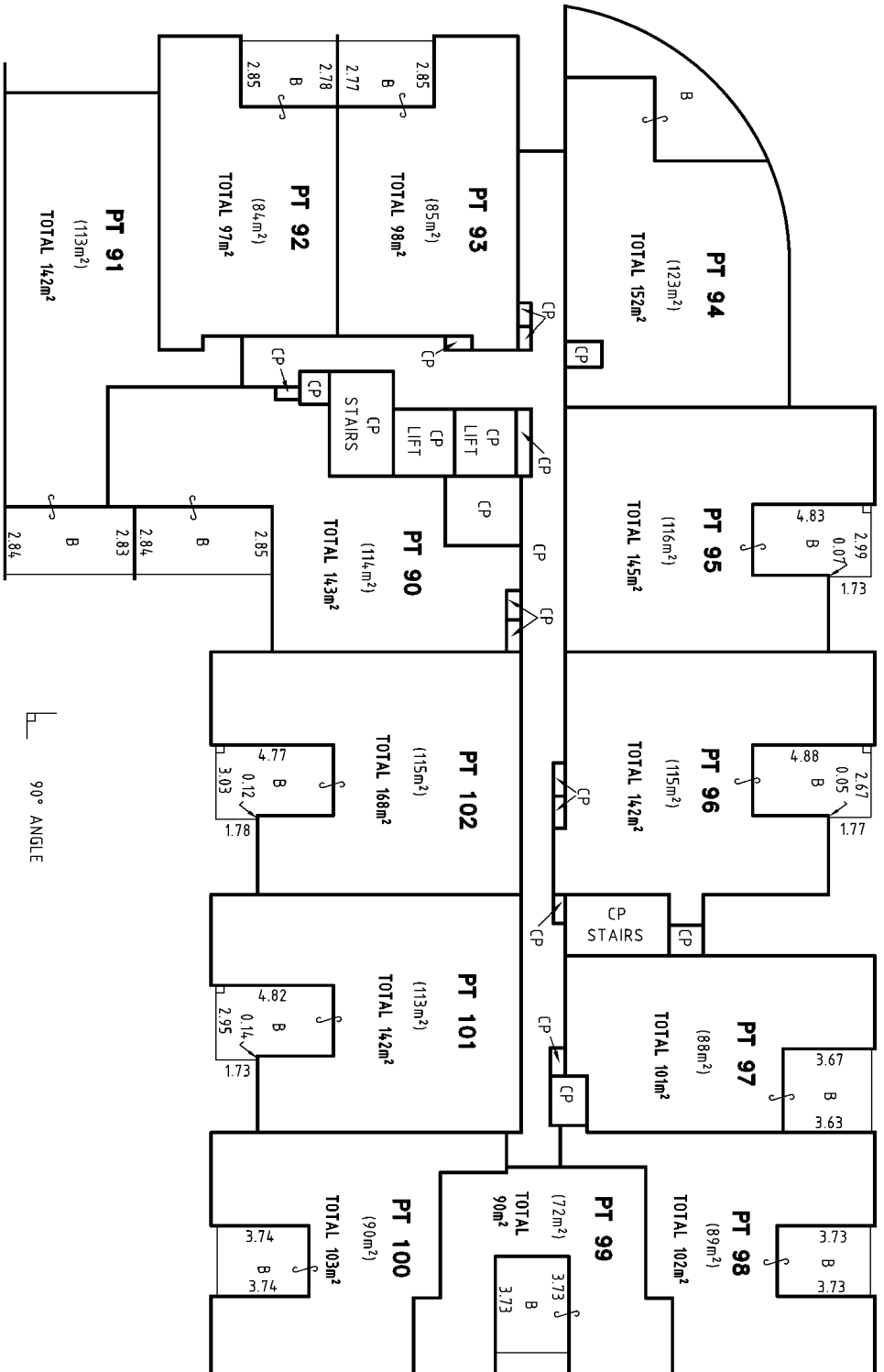
Registered: 7.12.2016

SP94599

M.G.A.



LEVEL EIGHT



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

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

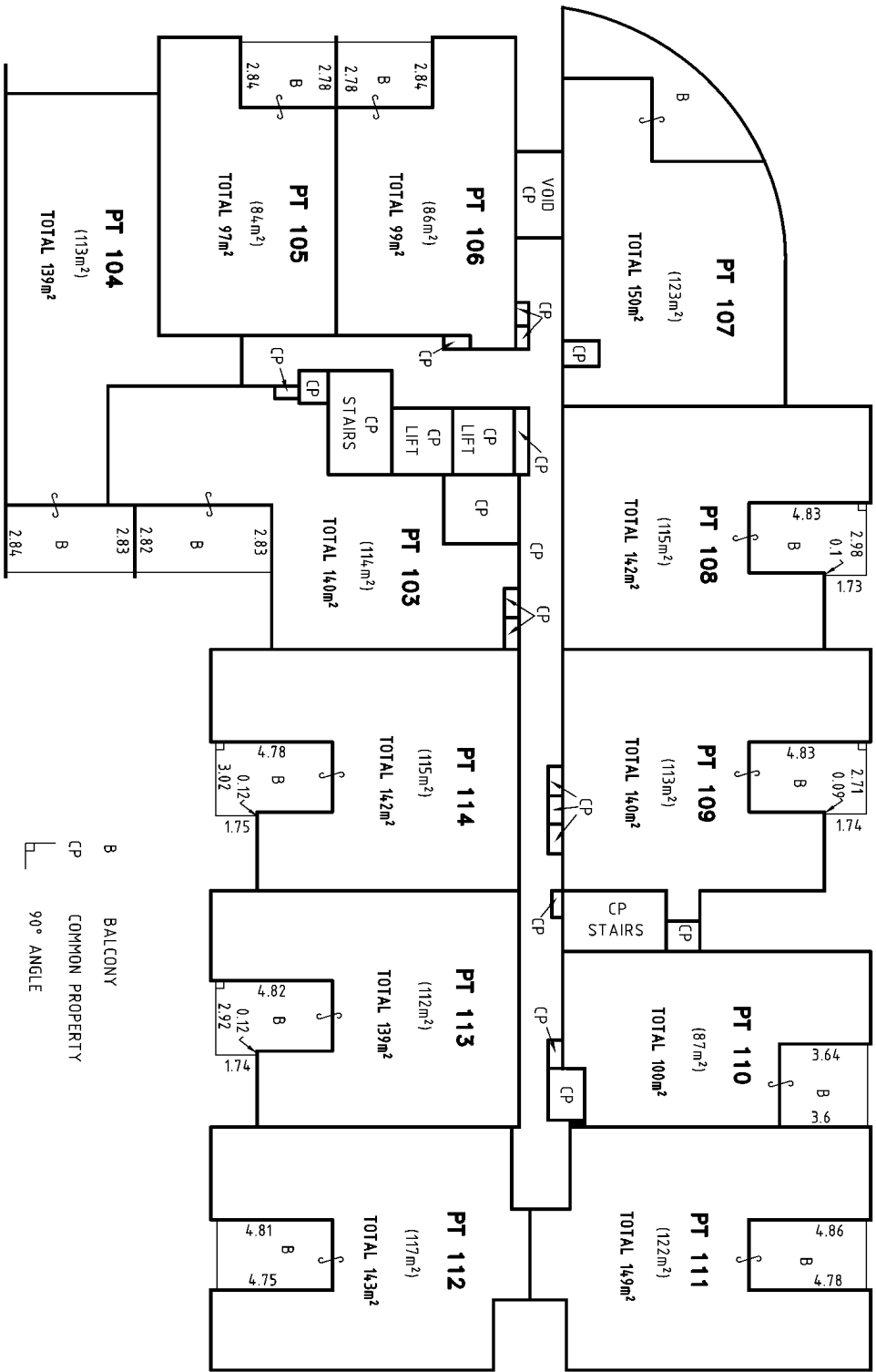
Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030

Registered: 7.12.2016

SP94599

Lengths are in metres. Reduction Ratio 1:200

LEVEL NINE



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

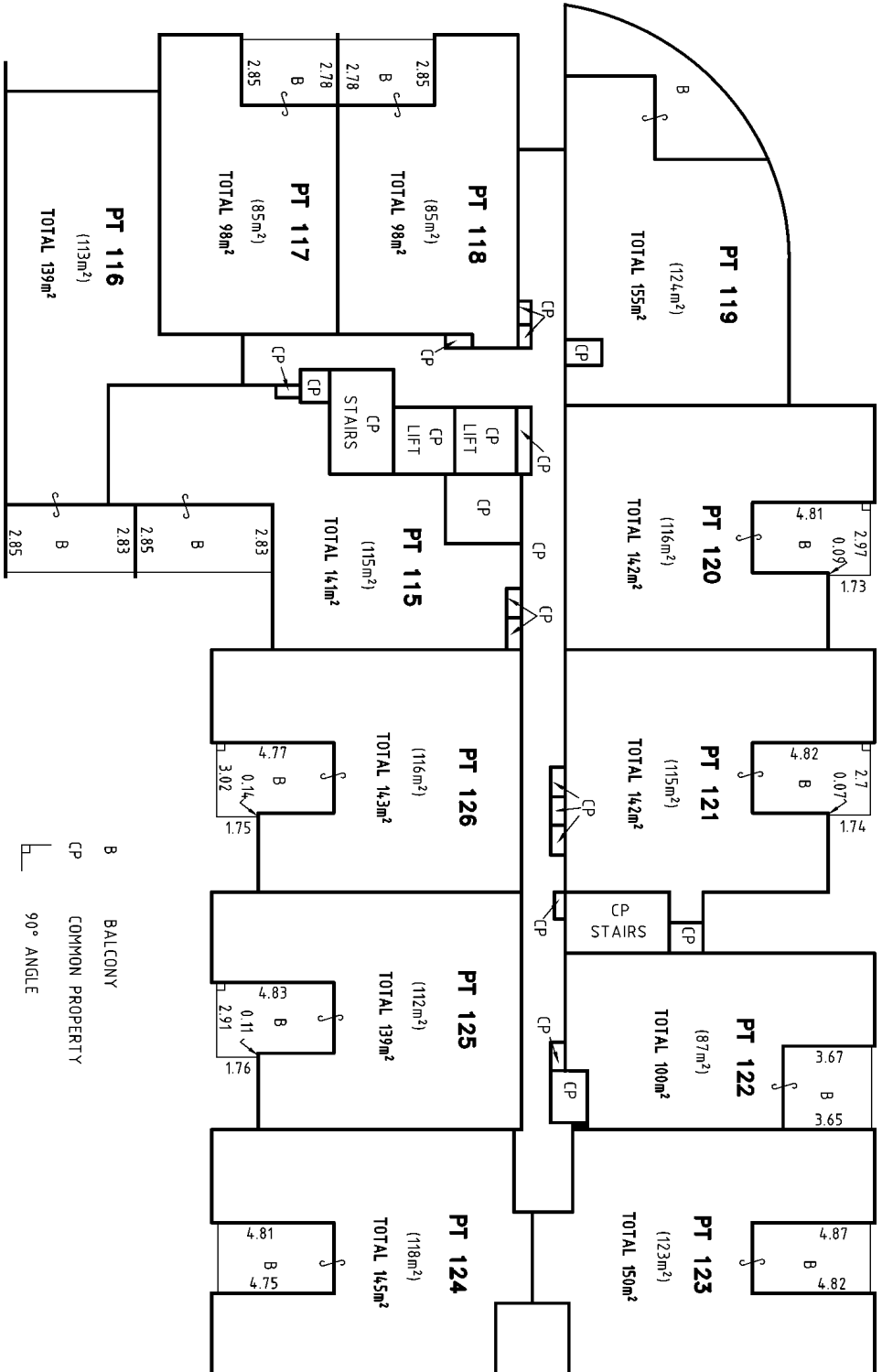
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030  
 Lengths are in metres. Reduction Ratio 1:200

Registered: 7.12.2016

SP94599

LEVEL TEN



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

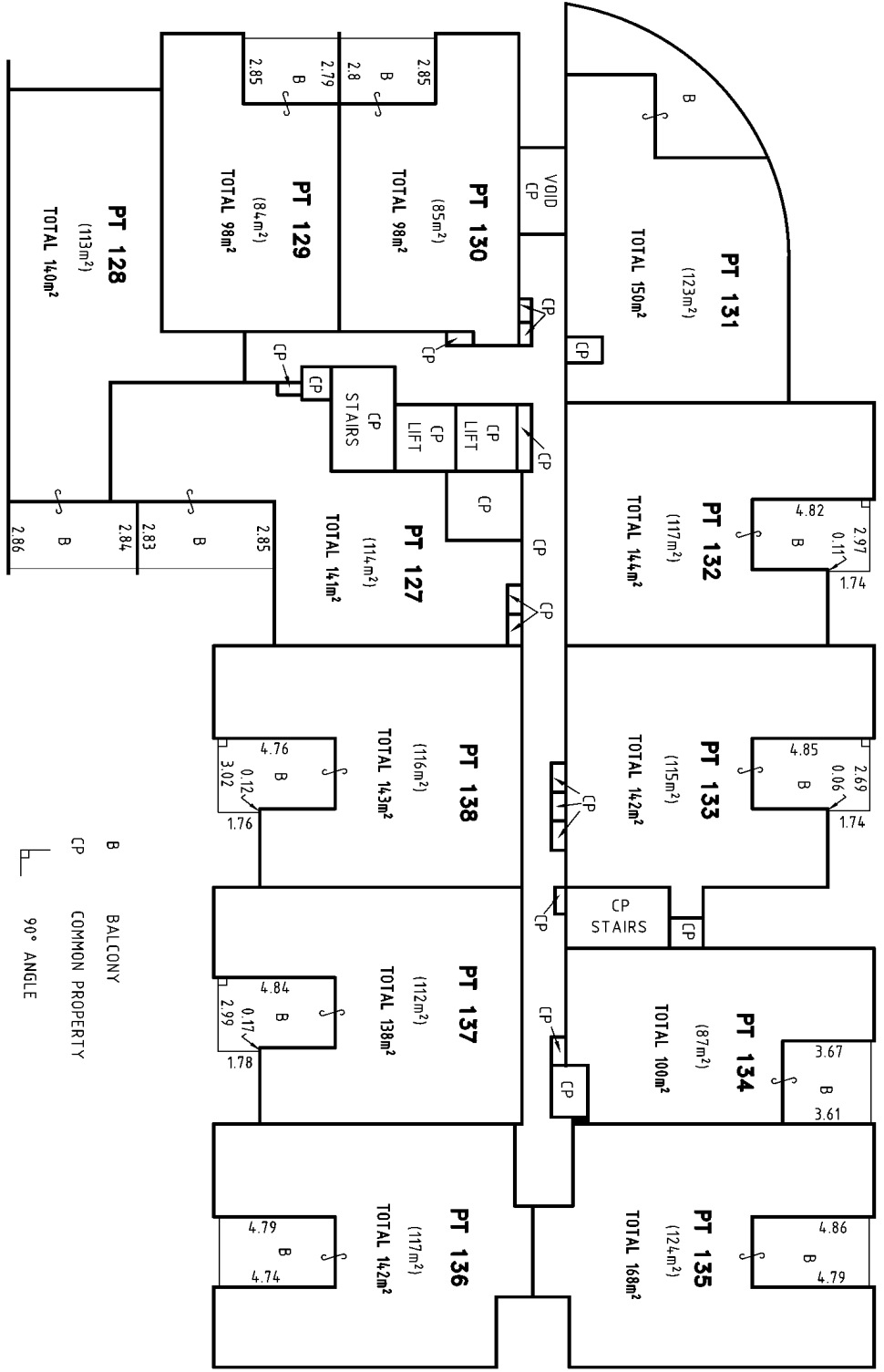
B BALCONY  
 CP COMMON PROPERTY  
 90° ANGLE

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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

**Surveyor:** AARON DOUGLAS MILLARD  
**Registered:** 7.12.2016  
**Surveyors Ref:** 7967/12  
**Subdivision No:** 14030  
**SP94599**

LEVEL ELEVEN



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

B BALCONY  
 CP COMMON PROPERTY  
 90° ANGLE

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

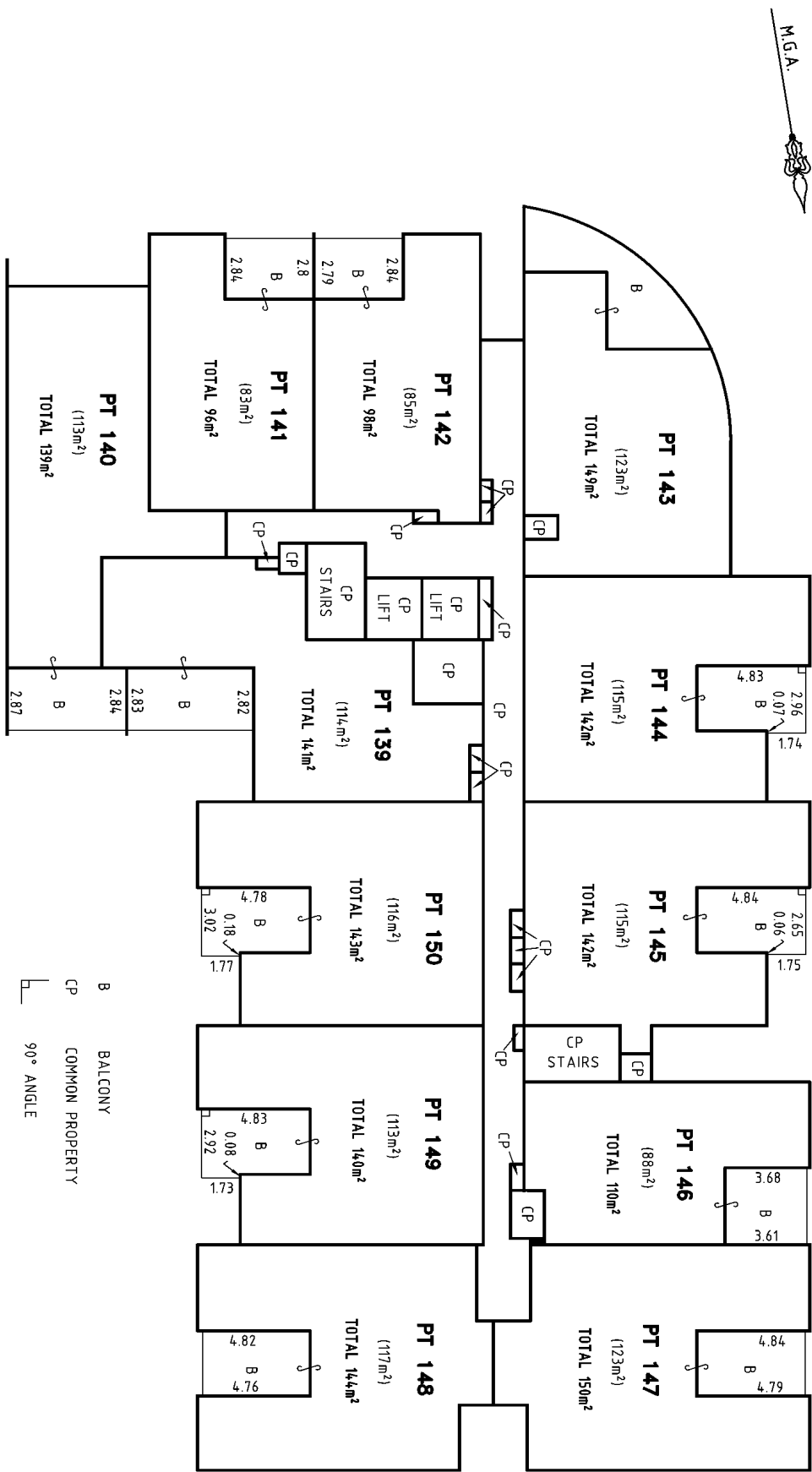
Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030

Registered: 7.12.2016

SP94599

Lengths are in metres. Reduction Ratio 1:200

LEVEL TWELVE



M.S.A.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

B BALCONY  
 CP COMMON PROPERTY  
 90° ANGLE

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

Surveyor: AARON DOUGLAS MILLARD  
 Surveyors Ref: 7967/12  
 Subdivision No: 14030

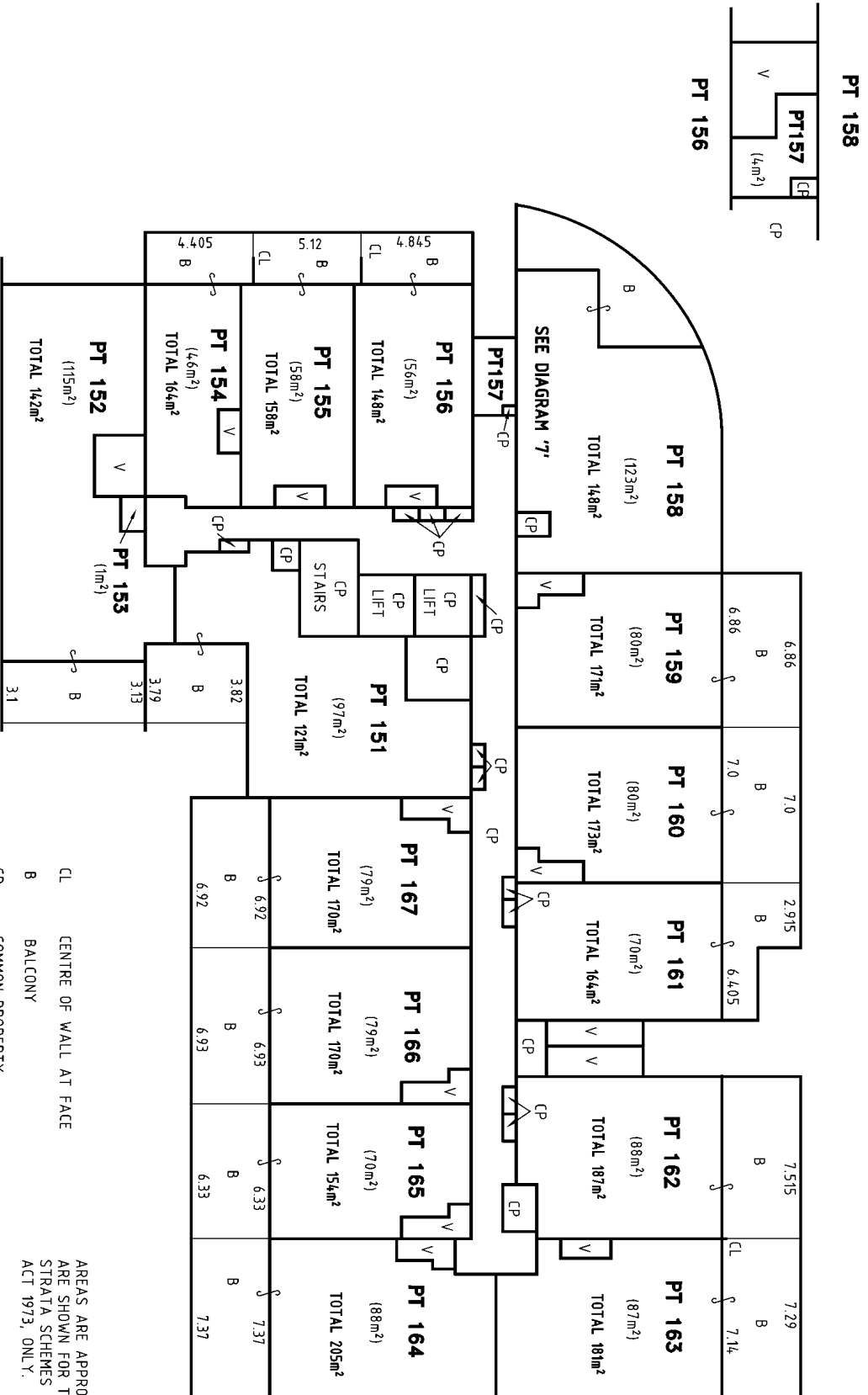
Registered: 7.12.2016

SP94599

Lengths are in metres. Reduction Ratio 1:200

DIAGRAM '7'  
 1:100

LEVEL THIRTEEN



CL CENTRE OF WALL AT FACE  
 B BALCONY  
 CP COMMON PROPERTY  
 V INACCESSIBLE AREA UNDER STAIRS (CP)

AREAS ARE APPROXIMATE ONLY AND  
 ARE SHOWN FOR THE PURPOSES OF THE  
 STRATA SCHEMES (FREEHOLD DEVELOPMENT)  
 ACT 1973, ONLY.

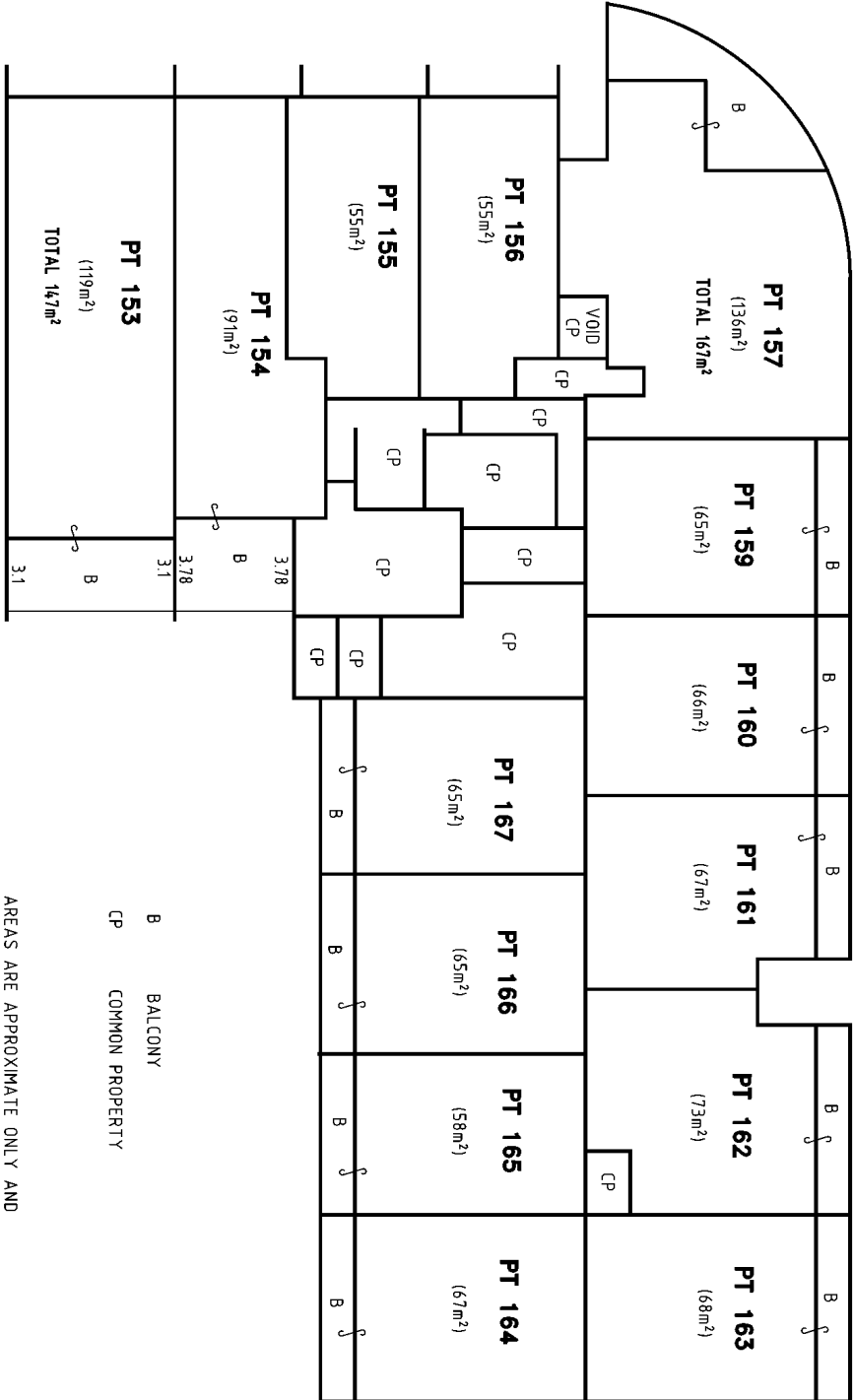
THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE  
 THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE  
 COVERED WITHIN THESE LIMITS.

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

Surveyor: <b>AARON DOUGLAS MILLARD</b> Surveyors Ref: <b>.7967/12</b> Subdivision No: <b>14030</b> Lengths are in metres. Reduction Ratio 1:200	Registered:  <b>7.12.2016</b>	<b>SP94599</b>
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LEVEL FOURTEEN



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

B BALCONY  
 CP COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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


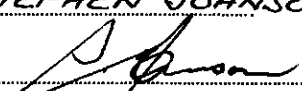
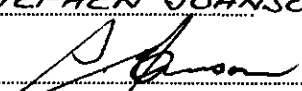
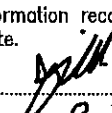
Surveyor: AARON DOUGLAS MILLARD Surveyors Ref: 7967/12 Subdivision No: 14030 Lengths are in metres. Reduction Ratio 1:200	Registered:  7.12.2016	SP94599
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**STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Creasing or Folding will lead to rejection ePlan**

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 1 of 6 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p><b>Registered:</b>  7.12.2016</p> <p><b>Purpose:</b> STRATA PLAN</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>SP94599</b></p>
<p><b>PLAN OF SUBDIVISION OF LOT 2 IN DP 1221649</b></p>	<p><b>LGA:</b> BAYSIDE</p> <p><b>Locality:</b> MASCOT</p> <p><b>Parish:</b> BOTANY</p> <p><b>County:</b> CUMBERLAND</p>
<p><b>STRATA CERTIFICATE (Approved Form 5)</b></p> <p>1) <del>The Council of</del> .....                  * The Accredited Certifier <u>STEPHEN JOHNSON</u>                  Accreditation No <u>BPB 0530</u>                  has made the required inspections and is satisfied that the requirements of;</p> <p>* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,                  * <del>(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A Strata Schemes (Leasehold Development) Regulation 2012,</del>                  have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>* (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p><del>* (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del></p> <p>* (4) The building encroaches on a public place and;                  * (a) The Council does not object to the encroachment of the building beyond the alignment of .....                  .....                  * (b) The accredited certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>* (5) This approval is given on the condition that lot(s) <sup>^</sup> ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date <u>21 OCTOBER, 2016</u>                  Subdivision No. <u>14 030</u>                  Relevant Development Consent No. <u>CDC 13978 19/9/16</u>                  Issued by <u>STEPHEN JOHNSON</u>                    .....                  Authorised Person/General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable                  ^ Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p style="text-align: center;"><b>The Owners - Strata Plan No 94599</b></p> <p style="text-align: center;">39 KENT ROAD                  MASCOT 2020</p> <p>The adopted by-laws for the scheme are:                  * ^ ..... Model By-laws                  * together with, Keeping of animals: Option *A/*B/*C                  * By-laws in <u>18</u> sheets filed with plan                  * Strike through if inapplicable                  ^ Insert the type to be adopted (<i>Schedules 2-7 Strata Schemes Management Regulation 2010</i>)</p>
<p><b>STRATA CERTIFICATE (Approved Form 5)</b></p> <p>1) <del>The Council of</del> .....                  * The Accredited Certifier <u>STEPHEN JOHNSON</u>                  Accreditation No <u>BPB 0530</u>                  has made the required inspections and is satisfied that the requirements of;</p> <p>* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,                  * <del>(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A Strata Schemes (Leasehold Development) Regulation 2012,</del>                  have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>* (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p><del>* (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del></p> <p>* (4) The building encroaches on a public place and;                  * (a) The Council does not object to the encroachment of the building beyond the alignment of .....                  .....                  * (b) The accredited certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>* (5) This approval is given on the condition that lot(s) <sup>^</sup> ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date <u>21 OCTOBER, 2016</u>                  Subdivision No. <u>14 030</u>                  Relevant Development Consent No. <u>CDC 13978 19/9/16</u>                  Issued by <u>STEPHEN JOHNSON</u>                    .....                  Authorised Person/General Manager/Accredited Certifier</p> <p>* Strike through if inapplicable                  ^ Insert lot numbers of proposed utility lots.</p>	<p style="text-align: center;"><b>SURVEYOR'S CERTIFICATE (Approved Form 3)</b></p> <p>I, <u>AARON DOUGLAS MILLARD</u>  <u>RAMSAY SURVEYORS PTY LTD</u>                  of <u>PO BOX 9082 HARRIS PARK 2150</u>                  a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:</p> <p>(1) Each applicable requirement of                  * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 has been met                  * <del>Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met</del></p> <p>* (2) * (a) <del>the building encroaches on a public place;</del>                  * (b) <del>the building encroaches on land (other than a public place), and an appropriate easement has been created by</del>                  ^ ..... to permit the encroachment to remain.</p> <p>* (3) the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature                   Date: <u>8-8-2016</u></p> <p>* Strike through if inapplicable                  ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement.</p>
<p>Use STRATA PLAN FORM 3A for certificates, signatures and seals</p>	<p><b>SURVEYOR'S REFERENCE:</b></p> <p style="text-align: center;">7967/12</p>

**STRATA PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Registered:  7.12.2016 Office Use Only

Office Use Only

**PLAN OF**  
 SUBDIVISION OF LOT 2  
 IN DP 1221649

**SP94599**

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

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

Subdivision Certificate No 14030  
 Date of Endorsement 21 OCTOBER, 2016

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	59	30	60	59	54
2	49	31	60	60	50
3	51	32	51	61	54
4	59	33	51	62	64
5	59	34	47	63	64
6	51	35	54	64	61
7	53	36	63	65	64
8	48	37	63	66	52
9	53	38	64	67	52
10	61	39	60	68	66
11	63	40	51	69	61
12	63	41	52	70	61
13	59	42	66	71	52
14	51	43	60	72	55
15	51	44	60	73	50
16	65	45	51	74	55
17	62	46	54	75	64
18	62	47	49	76	64
19	51	48	54	77	65
20	53	49	64	78	61
21	49	50	64	79	52
22	53	51	64	80	52
23	63	52	64	81	61
24	63	53	52	82	61
25	60	54	51	83	61
26	63	55	66	84	52
27	51	56	64	85	55
28	51	57	60	86	51
29	65	58	52	87	55

**SCHEDULE OF UNIT ENTITLEMENT CONTINUES ON SHEET 3**

If space is insufficient use additional annexure sheet.

**SURVEYOR'S REFERENCE:** 7967/12

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 3 of 6 sheet(s)

PLAN OF SUBDIVISION OF LOT 2  
IN DP 1221649

Office Use Only

**SP94599**

Registered:



7.12.2016

Office Use Only

Strata Certificate Details : Subdivision No **14030**

Date **21/10/2016**

**SCHEDULE OF UNIT ENTITLEMENT CONTINUED FROM SHEET 2**

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
88	65	115	62	142	54
89	65	116	62	143	69
90	62	117	53	144	63
91	65	118	53	145	63
92	53	119	68	146	54
93	52	120	62	147	63
94	62	121	62	148	63
95	62	122	53	149	67
96	62	123	62	150	67
97	52	124	62	151	58
98	52	125	66	152	68
99	51	126	66	153	68
100	56	127	63	154	68
101	65	128	63	155	68
102	65	129	54	156	68
103	62	130	54	157	69
104	62	131	68	158	69
105	53	132	63	159	71
106	53	133	63	160	71
107	68	134	54	161	69
108	62	135	63	162	75
109	62	136	63	163	75
110	54	137	66	164	75
111	62	138	63	165	68
112	62	139	67	166	71
113	65	140	66	167	71
114	65	141	54	AGGREGATE	10000


A STRATA MANAGEMENT STATEMENT OF 55 SHEETS ACCOMPANIES THIS PLAN

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 73(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND

SURVEYOR'S REFERENCE: **7967/12**

**STRATA PLAN FORM 3A** (Annexure Sheet) **WARNING: Creasing or Folding will lead to rejection ePlan**

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 4 of 6 sheet(s)
PLAN OF SUBDIVISION OF LOT 2 IN DP 1221649	Office Use Only	
	<b>SP94599</b>	
	Registered: 	Office Use Only 7.12.2016

Strata Certificate Details : Subdivision No **14030** Date **21/10/2016**

SIGNED for and on behalf of ANZ  
Fiduciary Services Pty Limited by

**ANTHONY HERDEN**  
who certifies that she/he is a  
*MANAGER*


Agency Services, of Australia and  
New Zealand Banking Group Limited  
pursuant to Power of Attorney  
Registered *BK 4702 No 789*

dated *10-2-16* in the presence of:

Witness: *STEVE TORC*  
*19/242 RITT ST*  
*SYDNEY NSW 2000*

Attorney 

SIGNED BY BAYSIDE COUNCIL BY ITS AUTHORIZED DELEGATE  
PURSUANT TO S.377 LOCAL GOVERNMENT ACT 1993:

SIGNATURE OF DELEGATE: 

NAME OF DELEGATE: *Heather Warton*

SIGNATURE OF WITNESS: *Peter Ward*

NAME OF WITNESS: *PETER WARD*  
ADDRESS OF WITNESS: *141 CAVARD STREET MASCOT NSW*

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT THE  
DELEGATE SIGNED IN MY PRESENCE:

**STRATA PLAN ADMINISTRATION SHEET**

Sheet 5 of 6 sheet(s)

PLAN OF SUBDIVISION OF LOT 2  
IN DP 1221649

Office Use Only

**SP94599**

Registered:



7.12.2016

Office Use Only

Strata Certificate Details : Subdivision No 14030

Date 21/10/2016

Certified as correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person whose signature appears below pursuant to the authority specified.

Company JKN KENT PTY LIMITED

ACN: 161 062 353

Authority: Section 127 of the Corporations Act 2001

X

Signature of authorised person  
Name: Jean Nassif Sole director/secretary

Certified as correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person whose signature appears below pursuant to the authority specified.

Company JKN COWARD PTY LIMITED

ACN: 166 594 645

Authority: Section 127 of the Corporations Act 2001

X

Signature of authorised person  
Name: Jean Nassif Sole director/secretary

ANDREW POPE  
RELATIONSHIP EXECUTIVE

Signed at ~~PARADISE~~ the 6<sup>TH</sup> day of  
OCTOBER 2016 For Commonwealth  
Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of Attorney  
Book 4548 No. 494

Witness

Justin Salmon.

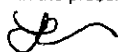
**STRATA PLAN FORM 3A** (Annexure Sheet) **WARNING: Creasing or Folding will lead to rejection** ePlan

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 6 of 6 sheet(s)
<b>PLAN OF</b> SUBDIVISION OF LOT 2 IN DP 1221649	Office Use Only	
	<b>SP94599</b>	
	Registered:	7.12.2016
	Office Use Only	

Strata Certificate Details : Subdivision No **14030**

Date **21/10/2016**

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney, pursuant to Power of Attorney Registered Book 4693 No 331 who declares that he/she has not received any notice of revocation of same. In the presence of:



Signature of Witness

**Lisa Jane Anderson**

Name of Witness

**570 GEORGE STREET  
SYDNEY NSW 2000**



Signature of Attorney

**Michael McHugh**

Name of Attorney

Manager - Property & Fleet

**SURVEYOR'S REFERENCE:** 7967/12

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

(Sheet ... of 3 sheets) ePlan

Plan: **SP94599**

Plan of subdivision of Lot 2 DP1221649 covered by Subdivision Certificate No.

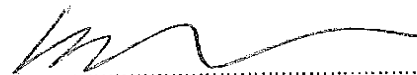
Full name and address of the owner of the land: **JKN Kent Pty Limited A.C.N. 161 062 353 and JKN Coward Pty Limited A.C.N. 166 594 645 both of 121 Majors Bay Road Concord NSW 2137**

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction on the Use of Land or covenant referred to in the plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	Restriction on use of land ↑ the	Each Lot in the Plan and the Common Property	The Council
2	Restriction on use of land ↑ the	Each Lot in the Plan and the Common Property	The Council

**Part 2 (Terms)**

- the ↓
- 1 Terms of restriction on use of land numbered 1 on the Plan**  
 No person may occupy or use any lot burdened until such time as an occupation certificate has been issued for that lot, and every other lot burdened by this restriction. Name of the person having the power to release, vary or modify the restriction referred to is Bayside Council.
- the ↓
- 2 Terms of restriction on use of land numbered 2 on the Plan**  
 Registered proprietors of the lots burdened may not sublet the use of any car space forming part of their lot, and may not use any car space forming part of their lot, and may not permit the use of any car space forming part of their lot by any other person, for any purpose other than the parking of motor vehicles. Name of the person having the power to release, vary or modify the restriction referred to is Bayside Council.

  
 Signature of attesting witness

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

Plan: **SP94599**

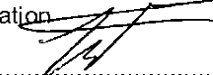
ePlan  
(Sheet ~~2~~ of ~~4~~<sup>3</sup> sheets)

Plan of subdivision of Lot 2 DP1221649 covered by Subdivision Certificate No.

**Signing pages**

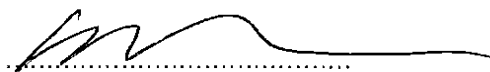
Certified as correct for the purposes of the )  
Real Property Act 1900 and executed on )  
behalf of the corporation named below by )  
the authorised person/s whose signature/s )  
appear/s below in accordance with s.127 of )  
the Corporations Act 2001: )

**JKN Kent Pty Limited A.C.N. 161 062 353**  
Name of Corporation

  
.....  
Signature of sole director/secretary

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

Heather Warren  
.....  
Name of delegate (Please print)


  
.....  
Signature of delegate

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

Peter Ward  
.....  
Signature of Witness

PETER WARD  
.....  
Name of Witness

141 SAWARD STREET  
.....  
Address of Witness MASCOT NSW

  
.....  
Signature of attesting witness



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

ePlan  
(Sheet 3 of 3 sheets)

Plan: **SP94599**

Plan of subdivision of Lot 2 DP1221649 covered by Subdivision Certificate No.

Mortgagee

Signed at Parramatta the 19th day of October 2016 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494  
Witness

Lauren Issa  
Level 3 101 George Street  
Parramatta NSW 2150

*Lauren Issa*

*Andrew Allan*

Andrew Allan  
Relationship Executive - Property  
Corporate Financial Services  
Parramatta

SIGNED for and on behalf of ANZ  
Fiduciary Services Pty Limited by

ANTHONY HERZEN

who certifies that she/he is a

MANAGER

Agency Services, of Australia and  
New Zealand Banking Group Limited  
pursuant to Power of Attorney  
Registered BK 4702 N<sup>o</sup> 789

dated \_\_\_\_\_ in the presence of:

*Steve Toxic*

Witness: STEVE TOXIC  
19/242 PITT ST  
SYDNEY NSW 2000

*Anthony Herzen*

Attorney

REGISTERED  7.12.2016

*[Signature]*  
Signature of attesting witness

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## Strata management statement

### Approved Form 28

*Strata Schemes Development Act 2015*

### **39 Kent Road and 256-280 Coward Street Mascot NSW**

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

- i. an owners corporation of a strata scheme for part of the building;
- ii. a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and
- iii. any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the statement) is vested for the time being, or the mortgagee in possession or lessee of any such part.

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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

### 1. Disclosure and compliance

---

#### 1.1 Disclosure and nature of this statement

- (a) This statement is a strata management statement under the *Strata Schemes Development Act 2015* [NSW].
- (b) By Law, this statement must include the information required by the *Strata Schemes Development Act* [NSW].
- (c) Subject to clause 2, this statement has effect as an agreement under seal binding:
  - (i) each Owner and Occupier for the time being of the Land or any part of the Building; and
  - (ii) a mortgagee in possession or lessee of the Land or any such part of the Building

#### 1.2 Compliance with Management Statement

- (a) The parties who must comply with this Management Statement are:
  - (i) the Owners;
  - (ii) the Occupiers; and
  - (iii) mortgagees in possession of:
    - (A) a Stratum Lot or part of a Stratum Lot; and
    - (B) a Strata Lot.
- (b) For that part of any Building subdivided by strata plan, the by-laws for the relevant Strata Scheme may contain obligations with which Owners and Occupiers of Strata Lots must comply, in addition to this Management Statement.

### 2. The nature of the Development

---

#### 2.1 Summary

- (a) The land that will be regulated by this Management Statement comprises part of the land that on the day prior to registration of the Plan was described as:
  - (i) Lot 1 DP1081391 known as 39 Kent Road Mascot NSW [**1/1081391**]; and
  - (ii) Part of Lot 1 DP805156 known as 256-280 Coward Street Mascot NSW [**1/805156**]. The part of 1/805156 that will be regulated by this Management Statement is that part identified on the plan in Schedule 3.
- (b) On the date that this Management Statement was registered:
  - (i) JKN Kent Pty Limited A.C.N. 161 062 353 was the owner of 1/1081391; and
  - (ii) JKN Coward Pty Limited A.C.N. 166 594 645 was the owner of 1/805156.

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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

- (c) JKN Kent Pty Limited and JKN Coward Pty Limited propose to carry out the following development on the Land.
- (d) **Stage 1:** A mixed use residential apartment building subdivided in 3 stratum lots will be constructed on the land previously in 1/1081391 containing:
- (i) 2 retail shops in a single stratum lot. In this Management Statement this lot will be described on the Plan as **Lot 1**; and
  - (ii) A residential apartment building in a single stratum lot. In this Management Statement this lot will be described on the Plan as **Lot 2**.
  - (iii) Part of the basement in the building previously in 1/1081391 in a single stratum lot which will be transferred to JKN Coward Pty Limited. The part previously in 1/1081391 to be transferred to JKN Coward Pty Limited is part of Lot 3 in the Plan and is identified on the plan in Schedule 3.

This Management Statement will apply to Stage 1 of the Land from the date of registration of this Management Statement.

- (e) **Stage 2a:** **Lot 3** on the Plan will be further subdivided as follows:
- (i) a mixed use development in 2 stratum lots which will be subject to this Management Statement containing retail premises in one stratum lot [described in this Management Statement as **Lot 3a**], and a residential apartment building in a second stratum lot [described in this Management Statement as **Lot 3b**], which are identified on the plan in Schedule 3 [distances and area are approximate not to scale]; and
  - (ii) the remainder of Lot 3 will be known as **Stage 2b**, which is identified on the plan in Schedule 3.

This Management Statement will apply to Stage 2a of the Land from the date of registration of this Management Statement.

- (f) **Stage 2b:** It is intended that **Stage 2b** will be further subdivided into a mixed use development in 3 stratum lots containing:
- (i) retail premises in one stratum lot;
  - (ii) a residential apartment building in a second 2<sup>nd</sup> stratum lot; and
  - (iii) a 3<sup>rd</sup> stratum lot containing a public car park.

In addition, part of Stage 2b will be dedicated to Bayside Council as a through site link of approximately 1,600m<sup>2</sup> and which will not be subject to this Management Statement. This land is identified on the plan in Schedule 3.

**Stage 2b** will not be subject to this Management Statement.

## 2.2 Owner and Occupier power of attorney

- (a) The parties acknowledge and agree that:
- (i) completion of the whole of the Development on the Land will improve the value of every present Strata Lot, Stratum Lot and Building and the proposed Building and be of benefit to all the Owners and Occupiers; and

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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

- (ii) completion of the Development will progressively lead to new common areas being constructed in order to enable community living space to be shared for the benefit of all the subject strata schemes;
- (b) Despite anything else in this Management Statement, each Owner and Occupier must at their own Cost do all things reasonably required by either JKN Kent Pty Limited, or JKN Coward Pty Limited, to better achieve the orderly and timely carrying out of the Development. This may include co-operation with them and each of them in:
  - (i) preparation, amendment, execution and registration of plans, documents and instruments, including but not limited to amendments to this Management Statement, before or after registration; and
  - (ii) adjusting the proportions payable for Shared Costs in Schedule 1 or Schedule 2, to reflect the actual relative areas of Buildings, if after construction of the Buildings the areas and resultant proportions are different to those upon which the initial proportions in Schedule 1 or Schedule 2 were based.
- (c) Each Owner and Occupier hereby irrevocably appoints each director of JKN Kent Pty Limited and JKN Coward Pty Limited to be its lawfully appointed attorney on the terms set out in this clause [Attorney]. Each Attorney may exercise the authority conferred on him or her by this clause to do on the Owner's or the Occupier's behalf anything that Attorney may lawfully be authorised to do to achieve the orderly and timely carrying out of the Development of the Land as outlined above, or as amended by the owners of the Land from time to time, including but not limited to:
  - (i) executing and delivering any plans, documents, instruments, agreements or deeds;
  - (ii) entering into agreements and deeds;
  - (iii) performing any of an Owner's or Occupier's obligations under any plans, documents, instruments, agreements or deeds;
  - (iv) exercising any of an Owner's or Occupier's rights and powers under any plans, documents, instruments, agreements or deeds;
  - (v) doing any act or thing that an Owner or Occupier is permitted to do, or is required to do, under any plans, documents, instruments, agreements or deeds;
  - (vi) completing blanks and make amendments, alterations or additions to any plans, documents; instruments agreements or deeds, which are considered necessary or desirable by the Attorney, (and each such amendment, alteration or addition is conclusive evidence that it is necessary or desirable);
  - (vii) making or modifying one or more planning proposals or development applications to a consent authority affecting the Land;
  - (viii) granting consent on an Owner's or Occupier's behalf to the making or modifying of one or more planning proposals or development applications to a consent authority affecting the Land; and
  - (ix) executing and delivering any other document, or doing any other acts, that each attorney may lawfully be authorised to do to give effect to the Development, in the absolute discretion of the Attorney.
- (d) If JKN Kent Pty Ltd or JKN Coward Pty Ltd requires any Owners or Occupiers to execute any further instruments to validly document or execute in registerable form any

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## **Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

Power of Attorney as contemplated by clause 2.2 (c), then each such Owner or Occupier must do so.

- (e) JKN Kent Pty Ltd and JKN Coward Pty Ltd each agree to jointly and severally indemnify each Owner and each Occupier against any liability to third parties to the extent, if any, that it results from exercise of the authority conferred by this clause 2.2.
- (f) The Attorney may:
  - (i) appoint one or more substitute attorneys to exercise one or more of the powers given to the Attorney and may revoke any of those appointments; and
  - (ii) register this Management Statement or any further instrument executed pursuant to clause 2.2 (d) as a power of attorney.

### **2.3 Shared Costs and Facilities**

Subject to clause 2.2, but despite anything else in this Management Statement:

- (a) from the date of this Management Statement the proportion of Shared Costs payable for Shared Facilities will be the proportions set out in Schedule 1; and
- (b) on registration of a stratum subdivision of Stage 2a, the proportion of Shared Costs payable for Shared Facilities will be the proportions set out in Schedule 2.

## **3. Establishment of Committee**

---

### **3.1 Owners of Committee**

- (a) Each owner of a Stratum Lot is a member of the Committee.
- (b) For a Stratum Lot subdivided by a strata plan, the member is the Owners Corporation for the Strata Scheme.

### **3.2 Establishing the Committee**

- (a) The Owners must:
  - (i) establish the Committee to manage and operate the Building on behalf of the Owners within 1 month after registration of this Management Statement; and
  - (ii) ensure that the Committee is properly constituted and that there is always a Committee.
- (b) Each owner of a Stratum Lot:
  - (i) must appoint a natural person to represent and vote for it at Meetings and Emergency Meetings of the Committee; and
  - (ii) may appoint a natural person as a Substitute Representative to represent the Owner at Meetings and Emergency Meetings if the Representative of that Owner cannot attend;
  - (iii) may appoint a new Representative or Substitute Representative at any time;

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## **Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

- (iv) must give written notice to the Committee of:
  - (A) the address, telephone and facsimile numbers of their Representative, Substitute Representative and Occupiers of their Stratum Lots; and
  - (B) for the Owners Corporation (if any), the name, telephone number, current address and fax number of its strata managing agent,and any change to those details from time to time.
- (c) The appointment of a previous Representative or Substitute Representative is terminated when the Committee receives written notice of the new appointment.

### **3.3 Acts by Representatives**

Anything done by a Representative or Substitute Representative on behalf of the owner of a Stratum Lot appointing that Representative or Substitute Representative has the same effect as if done by that owner of a Stratum Lot.

### **3.4 Functions of Committee**

The functions of the Committee are to:

- (a) carry out the duties set out in this Management Statement;
- (b) make decisions about matters in this Management Statement;
- (c) operate, maintain, renew and replace Shared Facilities;
- (d) determine, levy and recover contributions for the Administrative Fund and Sinking Fund and make payment from those funds;
- (e) change or add to Shared Facilities;
- (f) control in a fair manner the use of Shared Facilities;
- (g) make Rules for the management and operation of the Building;
- (h) monitor the performance of the Facilities Manager;
- (i) create and implement a maintenance program for Shared Facilities;
- (j) effect insurances according to the Management Act and this Management Statement;
- (k) arrange for maintenance and other contracts so that insurances are not affected;
- (l) consider and determine any other matter that the owners of Stratum Lots determine should be considered by the Committee; and
- (m) comply with any other obligation under the Development Act or the Management Act.

### **3.5 Consents by the Committee**

- (a) The Committee may provide consents under this Management Statement only at a Meeting or an Emergency Meeting.
- (b) Unless a clause states otherwise, the Committee may:
  - (i) give consents under this Management Statement by resolution;



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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

- (ii) Impose conditions in granting its consent.
- (c) The Committee may revoke its consent if the person who has been granted the consent does not comply with:
  - (i) conditions imposed by the Committee in granting its consent; and
  - (ii) the clause under which the Committee granted the consent.

### 3.6 Notice

The Committee must give reasonable notice to Owners and Occupiers about:

- (a) renewal and replacement of Shared Facilities;
- (b) changes or additions to Shared Facilities; and
- (c) Rules and the Architectural Code for the management and operation of the Building.

## 4. Rights and obligations of Owners and Occupiers

---

### 4.1 General obligations

- (a) In addition to any obligations imposed by the Management Act, the Development Act and any other provisions of this Management Statement, Owners and Occupiers must:
  - (i) act reasonably and in good faith in their dealings with the Committee and other Owners and Occupiers;
  - (ii) ensure, as far as is reasonable, that the Building is efficiently managed to a standard appropriate to its permitted use;
  - (iii) promptly pay Administrative Fund contributions and Sinking Fund contributions and other amounts owed to the Committee;
  - (iv) comply with the decisions of the Committee; and
  - (v) comply with the Rules.
- (b) If an Owner transfers the freehold interest in its Stratum Lot or subdivides its Stratum Lot by a strata plan under the Development Act, the Owner must (at its own cost) procure the new owner of its Stratum Lot or the Owners Corporation created upon subdivision of its Stratum Lot by a strata plan, to become a party to each contract relating to the provision of Services.
- (c) An Owner which fails to comply with clause 4.1[a] and [b] is liable for any liability, loss, claim or damages sustained by the other Owners as a result of its non-compliance.

### 4.2 Owners and Occupiers

Owners and Occupiers must:

- (a) promptly comply with:
  - (i) their obligations under this Management Statement, the Management Act and the Development Act ;

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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

- (ii) decisions of the Committee; and
  - (iii) the Rules;
- (b) not interfere with Shared Facilities other than in accordance with this Management Statement;

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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

- (c) except in an emergency and subject to any reasonable requirements, give other Owners and Occupiers access to their part of the Building during the times specified in this Management Statement or reasonably agreed with those other Owners and Occupiers.
- (d) in an emergency, give Owners and Occupiers access to fire stairs, passages and all other egress routes in their part of the Building necessary to exit the Building; and
- (e) give other Owners and Occupiers access to use, maintain, repair and replace Shared Facilities located in their part of the Building in accordance with this Management Statement.

### 4.3 Maintenance obligations

- (a) In this clause, a reference to an Owner or Occupier includes the Representative (if applicable), Substitute Representative (if applicable), contractors, employees and agents of that Owner or Occupier.
- (b) Except for Shared Facilities and subject to this Management Statement, each owner of a Stratum Lot must at its own cost:
  - (i) maintain and keep its Stratum Lot or part of its Stratum Lot in good repair;
  - (ii) maintain and keep the façade and other external finishes, fixtures or fittings in its Stratum Lot or part of its Stratum Lot in good repair; and
  - (iii) maintain, inspect and operate plant and equipment owned or used exclusively by the owner of a Stratum Lot or Owners and Occupiers of that lot, to a standard recommended by the manufacturer or the applicable Australian standard.
- (c) Each owner of a Stratum Lot is liable for damage or loss caused to Owners or Occupiers by a failure to do something under this Management Statement (except to the extent that the damage or loss is caused or contributed to by the Owner or Occupier suffering the damage or loss).

### 4.4 Rights to inspect books and records of the Committee

- (a) Owners (or persons authorised in writing by them) may inspect the books and records of the Committee by:
  - (i) applying in writing to the Secretary; and
  - (ii) paying the Committee an inspection fee of \$20 for the first hour of the inspection and \$10 for each half hour after that (or such other amounts as the Management Act requires for the inspection of the books and records of an owners corporation).
- (b) The Secretary must allow an applicant to inspect the books and records of the Committee within 10 Business Days after the applicant makes a written application and pays the inspection fee (or the later of those obligations if not done simultaneously).
- (c) The Owner may (at its own cost) take extracts from or copy the books and records but may not remove the books and records.

### 4.5 Outstanding Levy Certificates

- (a) Owners (or persons authorised in writing by them) may apply for an Outstanding Levy Certificate by:

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## **Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

- (i) applying in writing to the Treasurer; and
  - (ii) paying the Committee a fee of \$70.00 (or other amounts for a certificate under section 109 of the Management Act).
- (b) The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Owner specified in the application:
- (i) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;
  - (ii) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable;
  - (iii) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions;
  - (iv) any amount recoverable for work carried out by the Committee under this Management Statement;
  - (v) any amount and rate of interest payable to the Committee under this Management Statement; and
  - (vi) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.
- (c) The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.
- (d) An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in a Stratum Lot or the Land.

### **4.6 Insurance obligations**

- (a) Except as otherwise provided in this Management Statement, each owners of Stratum Lots must effect with the same insurer appointed by the Committee for its public liability insurance policy and building insurance policy:
- (i) public liability insurance for at least \$20,000,000;
  - (ii) machinery breakdown insurance for plant and equipment in their part of the Building that is not a Shared Facility and is not covered under warranty; and
  - (iii) for an Owners Corporation, contents insurance for its common property.
- (b) Owners must obtain consent from the Committee to do anything that might:
- (i) void or prejudice insurances effected by the Committee; or
  - (ii) increase an insurance premium payable by the Committee.
- (c) If an Owner does anything to increase an insurance premium paid by the Committee:
- (i) that Owner must pay the amount by which the premium is increased; and
  - (ii) the Committee may add that amount to the Administrative Fund contribution payable by that Owner.

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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

### 4.7 Additional obligations of Owners Corporation

- (a) The Owners Corporation must give each owner of other Stratum Lots notices of its general meetings and meetings of its executive committee as if the owner of other Stratum Lots receiving the notice is a member of the Owners Corporation or its executive committee.
- (b) The Owners Corporation must allow the Representative or Substitute Representative of owner of other Stratum Lots to:
  - (i) attend its general meetings and meetings of its executive committee; and
  - (ii) address meetings in regard to matters affecting this Management Statement or those Owners.
- (c) The Owners Corporation must not make by-laws that are inconsistent with this Management Statement.
- (d) If there is an inconsistency between the by-laws and this Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with this Management Statement.

### 4.8 Submissions to Committee

- (a) An Owner or the Facilities Manager may submit to the Committee a proposal for one or more of the following:
  - (i) maintenance, repair, refurbishment or replacement of any external area of the Building;
  - (ii) provision or variation of any Service to or within the Building;
  - (iii) amendment of this statement;
  - (iv) the alteration of the external appearance of the Building
  - (v) repair, renewal or replacement of a Shared Facility;
  - (vi) acquisition of a new Shared Facility;
  - (vii) entry into, variation of or termination of a maintenance agreement or insurance policy affecting or relating to the Building or Shared Facilities;
  - (viii) alteration of the apportionment of the Shared Costs for Owners; and
  - (ix) consideration of any other matter to which this statement applies.
- (b) A proposal submitted to the Committee under this clause must be in writing and submitted to the Secretary who must then submit copies to each Owner's Representative of the Committee. The Committee may in its discretion submit a proposal to a vote at a Meeting or Emergency Meeting.

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### 5. Committee to act on behalf of Owners

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- (a) Each Owner agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Owners and take legal proceedings about:
  - (i) the failure of an Owner to pay Administrative Fund or Sinking Fund contributions;
  - (ii) the failure of an Owner or Occupier to comply with its obligations under this Management Statement; and
  - (iii) the failure of an Owner or Occupier to comply with its obligations under this Management Statement.
- (b) Each Owner appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by resolution.
- (c) This clause does not prevent an Owner from taking legal proceedings in its own name.

### 6. Officers of the Committee

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#### 6.1 Officers

- (a) Within 1 month after registration of this Management Statement, the Committee must appoint:
  - (i) a Representative;
  - (ii) a Substitute Representative; or
  - (iii) the Strata Manager,to act as Secretary, Treasurer and Chairperson.
- (b) A person may hold the position of 1 or more Officer.
- (c) The Committee:
  - (i) may appoint new Officers at any time; and
  - (ii) must immediately appoint a replacement Officer if an existing Officer vacates her or his position as an Officer by:
    - (A) ceasing to be a Representative, Substitute Representative or the Strata Manager;
    - (B) being dismissed from or replaced in her or his position by the Committee; and
    - (C) resigning from her or his position in writing setting out the date from which the resignation will become effective.

#### 6.2 Exercise of functions

An Officer must perform its functions according to:

- (a) this Management Statement;

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- (b) the Development Act;
- (c) the Management Act; and
- (d) the directions of the Committee.

### 6.3 Secretary

In addition to any other functions imposed on the Secretary in this Management Statement, the functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings;
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings;
- (c) serve notices for the Committee;
- (d) respond to communications addressed to the Committee;
- (e) perform administrative and secretarial functions for the Committee;
- (f) keep records (other than records that the Treasurer must keep) for the Committee; and
- (g) make the books and records of the Committee available for inspection according to clause 4.4.

### 6.4 Treasurer

In addition to any other functions imposed on the Treasurer in this Management Statement, the functions of the Treasurer are to:

- (a) prepare budgets for the Administrative Fund and the Sinking Fund;
- (b) prepare Outstanding Levy Certificates;
- (c) prepare (or procure the preparation of) financial statements;
- (d) prepare (or procure the preparation of) audit reports;
- (e) send notices of Administrative Fund and Sinking Fund contributions to Owners;
- (f) collect contributions from Owners;
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

### 6.5 Chairperson

- (a) The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present.
- (b) If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

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### 7. Meetings

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#### 7.1 Meetings

The Committee must convene a meeting if:

- (a) the Committee resolves to hold the Meeting;
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager);
- (c) 2 or more owners of Stratum Lots make a written request to the Committee to convene a Meeting;
- (d) it is necessary to appoint a replacement Officer; or
- (e) at least every 6 months.

#### 7.2 Emergency Meetings

- (a) The Committee may deal only with matters which require a resolution at an Emergency Meeting.
- (b) The Committee may convene an Emergency Meeting if:
  - (i) there is an emergency or other urgent matter which must be determined by the Committee; and
  - (ii) in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

#### 7.3 Convening meetings

A Meeting or an Emergency Meeting may be convened by:

- (a) the Secretary;
- (b) another Officer if the Secretary is absent or unable to convene the meeting; or
- (c) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

#### 7.4 Information in notice of meeting

Subject to this clause, an owner of a Stratum Lot can convene a Meeting or an Emergency Meeting by giving each other owner of a Stratum Lot at least 10 Business Days' notice of the Meeting that sets out:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.



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### 7.5 Agenda for Meeting

The agenda for a Meeting must:

- (a) include details of all business which the Committee will deal with at the Meeting. The Committee cannot deal with business that is not on the agenda;
- (b) include motions owners of Stratum Lots have requested the Committee in writing to include on the agenda for the next Meeting;
- (c) be accompanied by a copy of the minutes of the last Meeting; and
- (d) include a motion to adopt the minutes of the last Meeting.

### 7.6 Agenda for Emergency Meeting

The agenda for an Emergency Meeting must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for resolutions to take the actions proposed to deal with the emergency.

### 7.7 Meeting to consider levy contributions

A notice to convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions must include:

- (a) the budget prepared by the Committee according to this statement;
- (b) the current audit report prepared by the Committee according to this statement; and
- (c) the current audited financial statement prepared by the Committee according to this statement.

### 7.8 Service of notice of Meeting

Notice of a Meeting must be served on each owner of a Stratum Lot notice by sending it to:

- (a) the address of the owner;
- (b) the fax number of the owner; or
- (c) a combination of the above methods.

### 7.9 Service of notice of Emergency Meeting

Notice of an Emergency Meeting may:

- (a) give each owner of a Stratum Lot notice of the Emergency Meeting by the most appropriate method in the circumstances (such as by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably appropriate in the circumstances.

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### **7.10 Conduct**

Subject to this Management Statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

### **7.11 Quorum**

- (a) A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions.
- (b) A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of a majority of owners of Stratum Lots.

### **7.12 Failure to obtain quorum**

- (a) If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.
- (b) If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Owner at least 2 Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

### **7.13 Quorums at adjourned Meetings**

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives of a majority of owners of Stratum Lots; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the Meeting is due to commence.

### **7.14 Attendance at Meetings**

An Owner or Occupier may attend a Meeting but may only address the Meeting with the consent of the Committee.

### **7.15 Meetings in writing**

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) the person who convenes the Meeting serves notice of the Meeting according to this Management Statement;
- (b) the person who convenes the Meeting provides each owner of a Stratum Lot with a voting paper with the notice for the Meeting; and
- (c) the required number of owners of Stratum Lots approve the motions in the agenda, complete their voting papers and return them to the person who convened the Meeting before the Meeting is due to commence.

### **7.16 Voting at Emergency Meetings**

An Owner may cast a vote at an Emergency Meeting:

- (a) by telephone to the telephone numbers of the person who convened the Emergency Meeting;

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- (b) personally to the person who convened the Emergency Meeting; or
- (c) by fax to the address or fax number of the person who convened the Emergency Meeting.

### **7.17 Minutes**

The Secretary must distribute minutes of Meetings or Emergency Meetings to each owner of a Stratum Lot within 10 Business Days after the Meeting.

### **7.18 Voting rights of Owners**

- (a) Subject to this clause, the only owners of Stratum Lots entitled to vote at Meetings and Emergency Meetings are Financial Owners.
- (b) Votes may be cast by such owners by:
  - (i) the owner, if a natural person; or
  - (ii) the owner's Representative or Substitute Representative.
- (c) A Representative or Substitute Representative for a Financial Owner must vote at a Meeting or an Emergency Meeting according to any instructions by the owner of a Stratum Lot which appointed them.
- (d) The executive committee of the Owners Corporation (if any) may give instructions to the Representative or Substitute Representative of the Owners Corporation about the way in which the Representative or Substitute Representative must vote at a Meeting or an Emergency Meeting.

### **7.19 Number of votes**

The owner of each Stratum Lot has one vote.

### **7.20 Types of decisions**

Decisions of the Committee may only be made:

- (a) at properly convened Meetings of the Committee; and
- (b) by Unanimous Resolution.

### **7.21 Restrictions on voting**

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote;
- (b) the Strata Manager does not have a vote unless he or she is a Representative or a Substitute Representative;
- (c) the Facilities Manager does not have a vote unless he or she is a Representative or a Substitute Representative;

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- (d) an owner of a Stratum Lot may only vote on a motion regarding a Shared Facility if:
  - (i) the owner of a Stratum Lot contributes towards the cost of the Shared Facility according to Schedule 1 or Schedule 2; and
  - (ii) the motion, if passed, has the effect that the owner of a Stratum Lot is required to contribute towards the cost of the Shared Facility.

### 7.22 General

- (a) Only Financial Owners are entitled to vote on any motion.
- (b) A motion is passed if no Financial Owner entitled to vote on the motion votes against the motion.

## 8. Access

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### 8.1 Access by the Committee

The Committee and its agents and contractors may on reasonable notice [except in an emergency when notice is not required] have access to any part of the Building [with or without plant, equipment, tools, agents and contractors] reasonably necessary to carry out any of its functions or obligations under this statement.

### 8.2 Other access

- (a) Each Owner must at its Cost:
  - (i) provide the Committee and its agents and contractors with access to their part of the Building within a reasonable time after being notified to do so [except in an emergency when notice is not required];
  - (ii) [except in an emergency and subject to any reasonable requirements] give other Owners access to their part of the Building during the times specified in this statement or reasonably agreed with those other Owners;
  - (iii) [in an emergency] give the Committee and its agents and contractors, and other Owners and Occupiers, immediate access to fire stairs, passages and all other egress routes in their part of the Building necessary to exit the Building; and
  - (iv) give the Committee and its agents and contractors, and other Owners access their part of the Building to use, maintain, repair and replace Shared Facilities that are located in their part of the Building, or to gain access to Shared Facilities that can be accessed through their part of the Building, in accordance with this statement.

### 8.3 Not Performed

The Committee may do anything in the Building which an Owner or an Occupier should have done under this statement but which they have not done, or in the opinion of the Committee, acting reasonably, the Owner or Occupier has not done properly.

### 8.4 Costs

The Owner or Occupier who has not completed properly what it must have done under this statement, is liable to pay the costs of the Committee for such works, within 7 Business Days after such works are completed.

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### 8.5 Liability

The Committee is not liable for damage arising out of exercising rights under this clause (except for damage caused by the Committee's negligence or the Committee's agents or representatives negligence).

## 9. Strata Manager

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### 9.1 Appointment

- (a) The Committee may appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, the functions of the Secretary and the Treasurer.
- (b) The Strata Manager must have the licences required by law to be a strata managing agent.
- (c) An agreement between the Committee and the Strata Manager must:
  - (i) be in writing and be signed by each owner of a Stratum Lot and the Strata Manager;
  - (ii) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager;
  - (iii) allow the Strata Manager to terminate the agreement if the Strata Manager is not appointed by one or more Owners Corporations (if any) as its strata managing agent; and
  - (iv) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.
- (d) The term of the initial agreement between the Committee and the Strata Manager must not exceed 1 year. The term of any subsequent agreement may be for the period determined by the Committee (acting reasonably).
- (e) The remuneration of the Strata Manager for the initial agreement under this clause must be at market rates. The remuneration of the Strata Manager for any extension of the agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

### 9.2 Delegation of functions

The Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers except:

- (a) this power of delegation;
- (b) the function to determine Administrative Fund and Sinking Fund contributions; and
- (c) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee.

### 9.3 Owners Corporation obligation

Any Owners Corporation must appoint and retain under section 27 of the Management Act the same Strata Manager as the Committee appoints.

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### 10. Facilities Manager

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- (a) The Committee has the power to appoint and enter into agreements with a Facilities Manager to supervise the management of the Building including the operation, maintenance, repair and replacement of the Shared Facilities where it considers it is not appropriate that those obligations be carried out by the Strata Manager.
- (b) An agreement between the Committee and the Facilities Manager must:
  - (i) be in writing and be signed by each owner of a Stratum Lot and the Facilities Manager;
  - (ii) allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by one or more owners corporations as their building manager; and
  - (iii) contain provisions about the rights of the Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.
- (c) The term of the initial agreement between the Committee and the Facilities Manager must not exceed 1 year. The term of a new agreement may be for the period determined by the Committee (acting reasonably).
- (d) The remuneration of the Facilities Manager for the initial agreement under this clause must be at market rates. The remuneration of the Facilities Manager may be the amount determined by the Committee (acting reasonably).

### 11. Emergencies

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#### 11.1 Interpretation

In this clause, references to the Committee include persons authorised by the Committee and Service Providers.

#### 11.2 Powers

- (a) In an emergency, the Committee may do anything in the Building that Owners or Occupiers should have done under this Management Statement but which, in the opinion of the Committee acting reasonably, was not done or was not done properly.
- (b) To exercise its rights under this clause, the Committee may:
  - (i) enter any part of the Building and stay there for as long as necessary; and
  - (ii) do what is required to remedy the emergency,
  - (iii) provided that the Committee does not interfere unreasonably with the lawful use by an Owner or Occupier of its part of the Building.
- (c) If the Committee carries out work under this clause that an Owner or Occupier ought to have carried out, that Owner or Occupier must pay the Committee its reasonable costs for carrying out the work. The Committee must provide information reasonably required about costs incurred under this clause.
- (d) The Committee is not liable for damage arising out of the exercise of its rights under this clause (except for damage it causes wilfully or negligently).

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### 12. Insurance

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#### 12.1 Statutory insurance

The Committee must effect building insurance for the Building in accordance with the Management Act.

#### 12.2 Other insurances

- (a) In addition to its statutory obligation to effect building insurance, the Committee must also effect:
  - (i) machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
  - (ii) public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 87 of the Management Act for an Owners Corporation;
  - (iii) workers compensation insurance if required by law; and
  - (iv) enough insurance cover to pay for increased costs during the period of insurance.
- (b) The Committee may effect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.

#### 12.3 Valuations

The Committee must have the:

- (a) Building valued for insurance purposes at least every 3 years by a qualified valuer or quantity surveyor who has:
  - (b) a minimum of 5 years experience; and
  - (c) experience in valuing for insurance purposes buildings like the Building; and
  - (d) first valuation carried out within 6 months after registration of this Management Statement.

#### 12.4 Sum insured

- (a) The Committee must insure the Building for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).
- (b) Each year the Committee must:
  - (i) review its current insurance policies;
  - (ii) decide whether it needs new policies and, if so, effect those policies; and
  - (iii) decide whether it needs to adjust current policies and, if so, adjust those policies.
- (c) The Secretary must include a motion on the agenda for a Meeting to determine these matters.

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### 12.5 New risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Building, Committee or Shared Facilities.

### 12.6 Insurance records

The Committee must:

- (a) keep with its books and records, all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause; and
- (b) provide a certificate of currency to each Owner after it renews an existing policy, alters an existing policy or effects a new policy.

## 13. Books and records

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- (a) The Committee must keep books and records relating to the exercise of its functions according to this clause.
- (b) The books and records that the Committee must keep include, without limitation:
  - (i) an up-to-date copy of this Management Statement;
  - (ii) its agreement(s) (if any) with any Strata Manager or Facilities Manager;
  - (iii) its agreements with Service Providers, contractors, tradespersons and any other persons in relation to Shared Facilities;
  - (iv) an up-to-date record of address and other details for each Owner, Representative and Substitute Representative provided by Owners;
  - (v) notices and minutes of Meetings and Emergency Meetings;
  - (vi) voting papers for Meetings and Emergency Meetings;
  - (vii) financial statements;
  - (viii) copies of Outstanding Levy Certificates;
  - (ix) audit reports;
  - (x) budgets;
  - (xi) notices served on the Committee;
  - (xii) correspondence sent to and by the Committee;
  - (xiii) insurance records; and
  - (xiv) all other records relating to the administration and operation by the Committee.
- (c) The Committee must keep copies of its records for a least 7 years from the date of the record.



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### 14. Funds

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#### 14.1 Administrative Fund

- (a) The Committee must establish an Administrative Fund within 1 month after registration of this Management Statement.
- (b) The Committee must use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

#### 14.2 Sinking Fund

- (a) The Committee must establish a Sinking Fund within 1 month after registration of this Management Statement.
- (b) The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

#### 14.3 First financial year

The first financial year of the Committee:

- (a) commences on the date of registration of this Management Statement; and
- (b) ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this Management Statement).

#### 14.4 Subsequent financial years

Subsequent financial years:

- (a) commence at the expiration of the previous financial year; and
- (b) end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last financial year).

#### 14.5 Budgets

- (a) The Committee must prepare an Administrative Fund budget and a Sinking Fund budget for each financial year.
- (b) A budget must show:
  - (i) how much money the Committee will need during the financial year for its Administrative Fund and Sinking Fund;
  - (ii) income the Committee knows it will receive in the financial year; and
- (c) the proportion and the amount which each Owner must contribute to each Shared Facility for the financial year.
- (d) The Committee must budget enough money to comply with its obligations under this Management Statement, the Management Act and the Development Act.

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### **14.6 Determining contributions**

- (a) The Committee must levy each owner of a Stratum Lot the contributions it will need for its Administrative Fund and Sinking Fund for each financial year.
- (b) The proportion of Administrative Fund and Sinking Fund contributions payable by each Owner is to be in accordance with the aggregate proportions set out in Schedule 1 and Schedule 2.
- (c) When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:
  - (i) whether the contributions are payable in a lump sum or by instalments; and
  - (ii) the dates on which the contributions (eg monthly or quarterly) are payable.
- (d) The amount of contributions:
  - (i) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund; and
  - (ii) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund.

### **14.7 Insufficient funds**

- (a) Subject to clause 14.8 about determining contributions at an Emergency Meeting, the Committee must determine:
  - (i) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the current financial year; and
  - (ii) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the current financial year.
- (b) Before the Committee determines an additional contribution, it must prepare and adopt a budget for the period covered by the additional contribution. The budget must contain the information required in clause 14.5.

### **14.8 Determining contributions at an Emergency Meeting**

If the Committee must raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a budget for the contribution.

### **14.9 Preparing financial statements**

- (a) At the end of each financial year, the Committee must:
  - (i) have its accounts audited by a qualified auditor; and
  - (ii) prepare a financial statement for each of its accounts for the previous financial year.
- (b) A financial statement must show for each of the Administrative Fund and the Sinking Fund:
  - (i) a statement of income and expenditure during the financial year;

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- (ii) the balance carried forward from the financial year;
- (iii) particulars and amounts of each item of income during the financial year;
- (iv) particulars and amounts of each item of expenditure during the financial year;
- (v) the cash in the fund at the end of the financial year;
- (vi) the balance of the fund at the end of the financial year;
- (vii) contribution arrears for each owner of a Stratum Lot at the end of the financial year;
- (viii) the amount of credit or debit in the fund at the end of the financial year; and
- (ix) other relevant information.

### **14.10 Paying contributions**

- (a) Subject to this clause, the Committee must give each owner of a Stratum Lot at least 20 Business Days' notice of payment Administrative Fund or Sinking Fund contribution.
- (b) The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:
  - (i) the total contribution to be raised;
  - (ii) each owner of a Stratum Lot's portion of the contribution; and
  - (iii) the date by which payment is required.
- (c) If the Committee has to raise funds in an emergency, it may give less than 20 Business Days' notice of the contribution.

### **14.11 Banking money and interest on accounts**

- (a) The Committee must:
  - (i) establish and maintain a bank or building society account or accounts in the names of each owner of a Stratum Lot; and
  - (ii) deposit all contributions and other money paid to the Committee into its bank or building society accounts.
- (b) The Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement.
- (c) If the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 2002 (NSW)*.
- (d) If the Committee's account earns interest, the Committee may:
  - (i) credit it to one of the accounts of the Committee; or
  - (ii) pay it to the owners of Stratum Lots according to clause 14.15.

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### 14.12 Late payments

- (a) Each owner of a Stratum Lot must:
  - (i) pay the Committee interest on any amount owed to the Committee under this Management Statement but not paid on time; and
  - (ii) pay interest from (and including) the date on which the payment was due until the date it was paid.
- (b) The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.
- (c) A certificate about interest rates given to an owner of a Stratum Lot by the bank or building society of the Committee is conclusive evidence of the interest rate.

### 14.13 Recovering unpaid contributions

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

### 14.14 Disputes

- (a) Owners of Stratum Lots are not excused from paying Administrative Fund contributions, Sinking Fund contributions or other amounts owing to the Committee under this Management Statement because of a dispute or a disagreement (eg a dispute about the amount of a payment) with the Committee but must continue paying those contributions at the rate determined according to this Management Statement.
- (b) After the dispute is resolved, the owner of a Stratum Lot and the Committee must pay each other any necessary adjustments.
- (c) A member's rights against the Committee are not affected by the owner's continuing to pay Administrative Fund and Sinking Fund contributions according to clause 15.14[a].

### 14.15 Dealing with surplus funds

- (a) If there is surplus money in the Administrative Fund or Sinking Fund at the end of a financial year, the Committee may distribute it between the owner of Stratum Lots in shares decided by the Committee according to this clause.
- (b) When deciding the shares for the distribution of surplus money according to this clause, the Committee must have proper regard (as far as practicable) to the proportions in which each owner of a Stratum Lot contributed to the surplus funds.

## 15. Shared Facilities

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### 15.1 Precedence

Clause 15 is subject to clause 2.

### 15.2 Nature

- (a) There are a number of facilities and services in the Building that may be:
  - (i) used by 2 or more Owners; or

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(ii) located on land belonging to an Owner but used by another Owner.

These facilities and services are called **Shared Facilities**.

(b) Not all Shared Facilities may be constructed on the date that this Management Statement is registered.

(c) Subject to the description of each Shared Facility in Schedule 1 or Schedule 2, Shared Facilities and costs for Shared Facilities include:

- (i) plant and equipment which constitute a Shared Facility;
- (ii) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service and are contained within an Owner's part of the Building;
- (iii) any rooms or areas in which Shared Facilities are located;
- (iv) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (v) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (vi) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (vii) the inspection of Shared Facilities (if applicable) by a government agency; and
- (viii) the certification of Shared Facilities for the purposes of Law.

(d) Subject to this Management Statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities.

(e) The Committee may appoint and contract with 3<sup>rd</sup> parties to perform its functions in relation to Shared Facilities.

### 15.3 Use of Shared Facilities

(a) This Management Statement may specify which Owners and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility.

(b) If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Owner and Occupier according to this Management Statement.

### 15.4 Apportioning costs for Shared Facilities

(a) Schedule 1 and Schedule 2 set out the proportion that each Owner must contribute towards the costs of Shared Facilities at a given point in time. The different Schedules recognise that:

- (i) until registration of a strata subdivision of part of Lot 3, no Owner or Occupier of a retail or residential lot in Lot 3 will have access to or use any Shared Facilities; and
- (ii) after registration of a strata subdivision of part of Lot 3, certain Owners and Occupiers of retail or residential lots in Lot 3 will have access to or use certain Shared Facilities.

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- (b) The Committee must charge Owners for Shared Facilities according to Schedule 1 and Schedule 2 at the relevant time.
- (c) If Schedule 1 or Schedule 2 does not make a provision for a charge for a Shared Cost at the relevant time, then the Committee may determine the charge.
- (d) Owners must pay their proportion of the costs for Shared Facilities according to Schedule 1 or Schedule 2 as the case may be (or according to the determination of the Committee if there is no provision for that cost).

### **15.5 Changing or adding to Shared Facilities**

- (a) Subject to clause 2, the Committee may acting reasonably:
  - (i) add Shared Facilities if it identifies required new Shared Facilities;
  - (ii) create required new Shared Facilities;
  - (iii) change existing Shared Facilities;
  - (iv) change the use of existing Shared Facilities;
  - (v) modify or replace existing Shared Facilities;
  - (vi) extend Shared Facilities; or
  - (vii) determine a charge for a Shared Facility where Schedule
  - (viii) 2 does not make provision for a charge.
- (b) Owners must agree to amend Schedule 1 and Schedule 2 to reflect anything the Committee resolves to do under this clause.

### **15.6 Changing the costs for Shared Facilities**

- (a) Subject to this clause, the Committee may change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 1 or Schedule 2 only if:
  - (i) the costs for Shared Facilities will be more fairly divided; and
  - (ii) the fairness of the division of costs is supported by at least one expert consultant report (unless all Owners agree to waive this requirement).
- (b) Before the Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities, at least 1 of the following must occur:
  - (i) the Committee has resolved to deal with the Shared Facility under clause 15.5;
  - (ii) the Committee identifies new Shared Facilities;
  - (iii) the use of Shared Facilities changes;
  - (iv) Shared Facilities are repaired, modified or replaced; or
  - (v) anything else happens which affects the costs of Shared Facilities.
- (c) The Owners acknowledge that this Management Statement and the calculation of Shared Costs in Schedule 2 were prepared based on an assumptions about the gross floor areas for the Lots on the date of registration of the Plan.

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- (d) Subject to clause 2, if after construction of the Buildings the areas and proportions are different to those upon which the initial proportions in Schedule 1 or Schedule 2 were based, the Committee will, acting reasonably, agree to adjust the proportions payable for Shared Costs in Schedule 1 or Schedule 2 [as the case may be] to reflect the actual areas.
- (e) The Owners and Occupiers agree to amend Schedule 1 and Schedule 2 to reflect anything the Committee resolves to do under this clause.

### 15.7 **Damage**

Owners and Occupiers must:

- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Committee for any damage to Shared Facilities caused by them, their visitors or persons doing work in the Building on their behalf.

### 15.8 **Restricted access**

Subject to this Management Statement, the Committee may restrict access to Shared Facilities.

## 16. **Architectural compliance**

- (a) The Committee may make architectural and landscape standards for the Building. Any such standards will be known as the Architectural Code.
- (b) The Owners and Occupiers must comply with the Architectural Code.
- (c) The Committee may amend, modify or add to the Architectural Code by resolution.
- (d) Only a representative of an Owner whose Strata Scheme common property will be directly affected by an amendment, modification or addition to the Architectural Code may vote in a resolution regarding those matters.
- (e) A person bound by the Architectural Code may apply to the Committee to change the Architectural Code by the procedures for application set from time to time by the Committee.
- (f) The Committee's review and decision on applications for amendment, modification or additions to the Architectural Code are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain a consent under the relevant Strata Scheme by-laws or from any relevant statutory Authority.
- (h) Provided consent from the relevant Authority has been obtained, the Owner and Occupier of a Lot may carry out refurbishment works, fitout and modification to the interior of a Lot without the need for consent from the Committee provided the refurbishment works, fitout and modifications comply with the Architectural Code.

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### 17. Works

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#### 17.1 Consent and compliance

- (a) If an Owner or Occupier intends to carry out Works that will affect in anyway the Shared Facilities or Common Property, or will affect in any material way the external appearance of their lot, the Owner or Occupier must:
- (i) obtain and comply with each necessary consent for the Works from Relevant Authorities;
  - (ii) promptly provide the Committee with copies of any consents the Owners, Owners or Occupiers obtain from any Relevant Authority and Owners Corporation;
  - (iii) obtain and comply with the Committee's consent to the Works under this Management Statement;
  - (iv) not carry out any Works without first obtaining all those consents; and
  - (v) comply with their obligations under this Management Statement in relation to any Works.
- (b) An application for Committee consent for Works must be in a form, and must include all relevant approvals, plans, details and documents reasonably required by the Committee.

#### 17.2 Approval of the Committee

- (a) The Committee may act in its absolute discretion in determining whether or not to grant its consent to proposed Works and it is not bound by its previous decisions.
- (b) The Committee in determining an application for Works may:
- (i) refuse its consent of proposed Works;
  - (ii) revoke its consent or require an Owner or Occupier to remove or alter items of Work if:
    - (A) they do not have consent from the Committee and each Relevant Authority for carry out those Works;
    - (B) they breach the terms of any such consent;
    - (C) the Works detrimentally affects the appearance or amenity of any Common Property or Shared Facilities; or
    - (D) the Works are in breach of this Management Statement, a registered dealing or any development consent applicable to the Land;
  - (iii) make conditions for consent to carrying out Works which may include:
    - (A) that the Works must be completed with a specified time and may only be carried out during specified hours; and
    - (B) stipulating means of access to carry out the Works;



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- (iv) acting reasonably either generally or in specific cases specify the form and materials required for submitting an application for its consent to carry out Works, including but not limited to the plans, drawings and other documents which must be submitted; and
  - (v) in considering an application for consent for Works engage any relevant consultants at the applicant's cost and the Committee may require that their fees be paid up front.
- (c) A consent by the Committee in connection with any Works:
- (i) denotes only that it has no objection to the act, matter or thing the subject of the consent; and
  - (ii) does not release or modify any of the Owner's or Occupier's obligations under any law or this Management Statement.
- (d) An Owner or Occupier may not change their plans and specifications, or their Works, without obtaining the Committee's prior written consent.
- (e) The Committee must make its determination about consent to Works promptly, and give its decision in writing to the applicant within 20 Business Days after receiving an application. The Committee may extend that period if it seeks advice from consultants about the application.

### 17.3 Owners Corporation

An Owners Corporation must notify the Committee if:

- (a) it grants consent to an Owner to carry out any Works on Common Property; or
- (b) it carries any Work on Common Property.

### 17.4 Permitted Works

- (a) Despite anything else in this Management Statement, and subject to compliance with any applicable development consent, an Owner or Occupier may install or carry out the following Works without obtaining the Committee's prior consent:
  - (i) minor Works that:
    - (A) do not affect Shared Facilities or Common Property;
    - (B) are not visible from outside the Owner's lot and which do not require development consent from a relevant Authority;
  - (ii) Works for which development consent from the Relevant Authority was obtained prior to registration of the Strata Scheme;
  - (iii) curtains, blinds and window and door treatments within their Strata Lot or Stratum Lot that are predominantly white or off white;
  - (iv) balcony furniture within their Strata Lot or Stratum Lot provided it is of high quality, clean and not damaged and in keeping with the quality and standard of the apartments in the Strata Scheme;
  - (v) alarm systems provided the system is a silent back to base system without flashing lights and is not attached to any Shared Facilities;

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- (vi) gardens and landscaping;
- (vii) installing internal lighting, floor and wall coverings;
- (viii) internal joinery, carpentry or other internal fitout and painting; or
- (ix) a barbecue provided the barbecue is a portable 'kettle' style, covered electric or gas barbecue with gas capacity of 4.5kg or less,

provided they are each maintained in a clean and tidy condition and good repair and working order.

- (b) Owners and Occupiers must obtain the Committee's consent to install the following items or carry the following Works on Common Property, on balconies of a Strata Lot or if they would be visible outside the Owner's lot:
  - (i) sun shades, umbrellas, sun blinds, awnings, louvers and shutters;
  - (ii) solar film or similar windows treatments;
  - (iii) brackets, shelving, trellises, decorative items or other fixed items on a balcony;
  - (iv) change the colour of a wall or surface;
  - (v) signs; and
  - (vi) installation of security devices, including security doors or windows, grills, alarms, external locks, locking devices in a car park.

### 17.5 Construction

- (a) Before commencing any Works each Owner or Occupier must give the Committee evidence of:
  - (i) public risk insurance for at least \$10,000,000;
  - (ii) contractors or risk insurance for the Works; and
  - (iii) any other insurance that the Committee reasonably requires.
- (b) An Owner or Occupier who has obtained all relevant consents to carry out Works must procure the carrying out of those Works:
  - (i) promptly and at its cost and in a proper and workmanlike manner, to a standard commensurate with the Building to the Committee's reasonable satisfaction and in accordance with any time frame stipulated by any consent;
  - (ii) using qualified and licensed tradesmen;
  - (iii) in accordance with:
    - (A) all development consents required to be obtained for the Works;
    - (B) the plans and specifications consented to by the Committee (if any);
    - (C) the reasonable requirements of the Committee; and
    - (D) the Building Code of Australia (if applicable), all laws and relevant Australian Standards.

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### 17.6 Risk

Each Owner or Occupier acknowledges that its access to, and occupation of, the Land and the Building in carrying out Works is at its own risk.

### 17.7 Costs

The Owner or Occupier must pay to the Committee on demand the Committee's reasonable costs in connection with the Works, including costs for:

- (a) inspecting and approving the plans and specifications and supervising arrangements;
- (b) any Services used in carrying out the Works; and
- (c) Costs incurred by the Committee engaging contractors in relation to any of the Works.

### 17.8 Completion

On completion of the Works the Owner or Occupier must:

- (a) provide to the Committee:
  - (i) (for Works requiring an occupation certificate under the *Environmental Planning and Assessment Act 1979* (NSW)) a final occupation certificate;
  - (ii) if requested by the Committee, a copy of "as built" drawings for the Works; and
- (b) remove all building rubbish and debris from the Land, repair any damage to the Land or the Building caused by the Works, and clean any part of the Land used in carrying out the Works to the Committee's reasonable satisfaction.

### 17.9 Insurance

Before commencing any Works each Owner or Occupier must give the Committee evidence of:

- (a) public risk insurance for at least \$10,000,000;
- (b) contractors or risk insurance for the Works; and
- (c) any other insurance that the Committee reasonably requires.

### 17.10 Indemnity

The Owner or Occupier is liable for and indemnifies the Committee, and each Owners Corporation and each other Owner and Occupier against all claims and costs directly or indirectly arising from, or incurred, or paid or payable in connection with, damage to or loss of any property, or injury to or the death of any person caused or contributed to by the Works, or anything in connection with them.

## 18. Waste storage and disposal

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- (a) The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from the Building.
- (b) The Committee must:

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- (i) provide sufficient receptacles in the garbage disposal facilities to store and dispose of waste generated from the Building;
  - (ii) regularly clean and sanitise the garbage disposal facilities including the garbage and recyclable receptacles; and
  - (iii) arrange for the regular removal of garbage stored in the garbage disposal facilities according to this clause.
- (c) The Committee may:
- (i) lease or purchase receptacles for the storage of garbage and recyclable materials;
  - (ii) appoint the Facilities Manager to perform its functions and exercise its rights under this clause;
  - (iii) make Rules about the storage and disposal of garbage and recyclable materials.
- (d) Owners and Occupiers must:
- (i) deliver their garbage and recyclable materials to the garbage disposal facilities and store it in the area (if any) allocated for their use by the Committee; and
  - (ii) comply with any Rules made by the Committee relating to storage and disposal of garbage and recyclable materials.

## 19. Services

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- (a) Subject to this clause, the Committee has the power to supply services to Owners and Occupiers.
- (b) Services include:
  - (i) electricity supply, gas supply and water supply; and
  - (ii) additional services which the Committee decides to supply according to this clause.
- (c) The Committee has the power to supply services in addition to those in clause 19.1[a] and (b) to Owners or Occupiers if:
  - (i) there would be significant cost savings if the Committee purchases the service in bulk and supplies to it Owners or Occupiers; and
  - (ii) the Committee reasonably determines it would be beneficial to the operation and management of the Building for the Committee to provide the service; or
  - (iii) an Owner or Occupier asks the Committee to provide the service.
- (d) The Committee has the power to:
  - (i) enter into contracts and agreements with the providers of services; and

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- (ii) disconnect a service to an Owner or an Occupier who does not pay the Committee for the service according to this Management Statement only in the following circumstances:
  - (iii) if doing so does not interfere with the provision of that service to another Owner or Occupier who has paid the Committee for the service; and
  - (iv) reasonable notice has been given to the Owner or Occupier whose service is being disconnected.
- (e) In considering whether to supply a service to Owners and Occupiers the Committee must determine:
- (i) how it will recover costs from Owners and Occupiers who may connect to the service;
  - (ii) how the service will be metered; and
  - (iii) whether the service will be a Shared Facility.

## 20. Dispute resolution

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### 20.1 Interpretation

For the purpose of this clause 20, 'party' or 'parties' means the party or parties to a dispute. The party or parties to a dispute may be the Committee, an Owner or an Occupier.

### 20.2 Disputes about Management Statement

- (a) The parties must endeavour in good faith to resolve disputes about this Management Statement before taking action under this clause.
- (b) The parties must deal with disputes about this Management Statement according to this clause. This includes disputes about the failure of the Committee or an Officer to comply with the provisions about Meetings or Emergency Meetings.

### 20.3 Dispute notice

- (a) A party may give another party a dispute notice that:
  - (i) describes what the dispute is about;
  - (ii) identifies the provisions of this Management Statement or the law that apply to the dispute;
  - (iii) states the position of the party;
  - (iv) sets out the facts and other circumstances on which the party relies; and
  - (v) attaches copies of correspondence and other documents mentioned in the dispute notice.
- (b) Within 10 Business Days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:

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- (i) at 2.00 pm on the date which is 7 Business Days after the dispute notice was given; and
- (ii) at the Building or by telephone conference.

### 20.4 Mediation

- (a) If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:
  - (i) refer the dispute to mediation; and
  - (ii) appoint a mediator from the panel of mediators kept by LEADR to mediate the dispute.
- (b) If the parties cannot agree on the mediator from the LEADR panel within 5 Business Days after a party gives a mediation notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:
  - (i) appoint a mediator from the LEADR panel; and
  - (ii) determine the remuneration of the mediator.
- (c) The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within 5 Business Days after the mediator is appointed, they do not agree on:
  - (i) the mediation procedures they will adopt; and
  - (ii) the timetable for the mediation procedures.
- (d) The mediation must take place in Sydney, New South Wales.

### 20.5 Expert determination

- (a) If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:
  - (i) refer the dispute to an independent expert for determination; and
  - (ii) appoint an expert to determine the dispute.
- (b) If the parties cannot agree on an expert within 5 Business Days after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:
  - (i) appoint an appropriate expert having regard to the nature of the dispute; and
  - (ii) determine the remuneration of the expert.
- (c) The parties must instruct the expert to:
  - (i) act as an expert and not as an arbitrator;
  - (ii) determine the rules for the conduct of the expert determination; and
  - (iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

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- (d) If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.
- (e) The expert:
  - (i) is not bound to observe the rules of natural justice or the rules of evidence;
  - (ii) may obtain and refer to documents and information not provided by the parties; and
  - (iii) must determine the dispute and give written reasons for the determination within 1 month of being appointed.
- (f) The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

### **20.6 Dispute about Shared Facility costs**

If a dispute about the proportion of an Owner's cost for a Shared Facility is determined under this clause, the mediator or expert who determines the dispute must determine any adjustments the Owner or the Committee must pay.

### **20.7 Costs**

The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

## **21. Service of notices**

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- (a) A notice or communication under this Management Statement must be in writing and must be:
  - (i) delivered personally to the addressee;
  - (ii) left at the address of the addressee;
  - (iii) sent by pre-paid ordinary post to the address of the addressee; or
  - (iv) sent to the fax number of the addressee.
- (b) A notice or communication takes effect from the later of:
  - (i) the time the notice or communication is received by the addressee; or
  - (ii) the time specified in the notice or communication.
- (c) A notice or communication sent by pre-paid post to the address of the addressee is received on the third Business Day after it is posted.
- (d) A fax is received:
  - (i) on the date of a transmission report from the machine that sent the fax that shows the whole fax was sent to the fax number of the addressee;

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- (ii) if the fax is sent to the fax number of the addressee after 5:00pm, on the next Business Day; or
- (iii) if the fax is sent to the fax number of the addressee on a day which is not a Business Day, on the next Business Day.

## 22. Subdivision

- (a) If an Owner proposes to subdivide its Stratum Lot by a strata plan, that Owner must obtain the consent of the Committee [which must not be unreasonably withheld or delayed] to the proposed strata plan and any necessary replacement or amendments to this Management Statement [which consent must not be unreasonably withheld or delayed].
- (b) The Committee must consent to the proposed strata plan and any replacement or amendments to this Management Statement if:
- (c) Owners are not adversely affected by:
  - (i) the proposed strata plan and any replacement or amendments to this Management Statement;
  - (ii) changes, modifications or additions to Shared Facilities and, if they are affected, they are reimbursed or compensated for the costs associated with the changes, modifications and additions; and
  - (iii) the Owner proposing to subdivide its Stratum Lot pays all costs associated with preparation and lodgement of the necessary documents.

## 23. Amendment of this Strata Management Statement

The Committee may amend, add to or repeal all or parts of this Strata Management Statement only by Unanimous Resolution.

## 24. GST

- (a) Expressions used in this document that are defined in the GST Law have the same meaning in this document as they have in the GST Law. For the purpose of this document **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*.
- (b) Unless this document specifies otherwise, consideration under this document is expressed to be exclusive of GST.
- (c) Subject to this clause, if consideration under this document is for a taxable supply, the recipient of the supply must pay to the supplier as an additional amount the GST payable on the taxable supply, at the same time and in the same manner as the consideration is payable. The supplier must give the recipient a valid tax invoice for the taxable supply at or before the time for payment of the GST by the recipient.
- (d) If a payment to a supplier under this document is a reimbursement of an amount paid by the supplier to a 3<sup>rd</sup> party, the amount of the payment to the supplier will be reduced by the amount of any input tax credit which the supplier is entitled to for the 3<sup>rd</sup> party payment.



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### 25. Definitions and interpretation

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#### 25.1 Definitions

In this document, unless the context otherwise requires or permits:

- (a) **Administrative Fund** means the fund established by the Committee according to clause 14.1 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.
- (b) **Building** means the building on the Land and/or (according to context) each new building on the Land.
- (c) **Business Day** means a day on which banks in New South Wales are open for business, excluding a Saturday and a Sunday.
- (d) **Chairperson** means the chairperson of the Committee.
- (e) **Committee** means the building management committee established and maintained by the Owners under clause 2 and required by the Development Act.
- (f) **Common Property** means the common property of a Strata Scheme.
- (g) **Development** means the development as broadly outlined in clause 2.1, or as amended by JKN Kent Pty Ltd or JKN Coward Pty Ltd from time to time.
- (h) **Development Act** means the *Strata Schemes Development Act 2015 (NSW)*.
- (i) **Emergency Meeting** means a meeting convened in an emergency in accordance with clause 7.2.
- (j) **Facilities Manager** means the facilities manager appointed by the Committee under clause 10 to manage the Shared Facilities and if no such manager is appointed, means the Strata Manager.
- (k) **Financial Owner** means an owner of a Stratum Lot who has paid the Committee:
  - (i) all administrative fund and sinking fund contributions up to date; and
  - (ii) all other money owing to the Committee under this Management Statement, which are due and payable before the Meeting or Emergency Meeting commences.
- (l) **Land** means the land situated at 39 Kent Road and 256-280 Coward Street Mascot NSW and further described in clause 2.
- (m) **Management Act** means the *Strata Schemes Management Act 2015 (NSW)*.
- (n) **Management Statement** means this strata management statement.
- (o) **Meeting** means a meeting of the Committee held in accordance with clause 7.
- (p) **Occupier** means the occupier, mortgagee in possession, lessee or licensee of:
  - (i) a Stratum Lot or part of a Stratum Lot; or
  - (ii) a Strata Lot or common property of a Strata Scheme.

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- (q) **Officer** means the Secretary, Treasurer or Chairperson.
- (r) **Outstanding Levy Certificate** means a certificate provided by the Committee in accordance with clause 4.5.
- (s) **Owner** means:
  - (i) the owner of each Stratum Lot (and where there are co-owners of a Stratum Lot, each of the co-owners);
  - (ii) if a Stratum Lot is subdivided by a strata plan to create a Strata Scheme:
    - (A) each owner of a Strata Lot; and
    - (B) the Owners Corporation for the common property for the Strata Scheme.
- (t) **Owners Corporation** means the owners corporation for a Strata Scheme.
- (u) **Representative** means a natural person appointed by an owner of a Stratum Lot to represent that owner at Meetings and Emergency Meetings and, where an owner is an Owners Corporation, is appointed by a Special Resolution in accordance with the Development Act.
- (v) **Relevant Authority** means any local council, government authority or person exercising any powers or functions under any applicable laws.
- (w) **Rules** mean rules made by the Committee in accordance with clause 3.4 about the management, operation, maintenance and control of the Building and the Shared Facilities.
- (x) **Secretary** means the secretary of the Committee.
- (y) **Service Provider** means a person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.
- (z) **Shared Facilities** mean:
  - (i) services, facilities, machinery, equipment and other items used by 2 or more Owners;
  - (ii) services, facilities, machinery, equipment and other items located in a Stratum Lot of an Owner but used by another Owner;
  - (iii) costs for items such as Strata Manager fees and premiums for insurances effected by the Committee;
  - (iv) the items described in clause 15 and Schedule 1 and Schedule 2; and
  - (v) facilities and services added or created as shared facilities in accordance with clause 15.
- (aa) **Sinking Fund** means the fund established by the Committee according to clause 14.2 to pay for the renewal and replacement of Shared Facilities.
- (bb) **Special Resolution** has the same meaning as given to that term in the Management Act.

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- (cc) **Strata Lot** means a lot in a Strata Scheme.
- (dd) **Strata Manager** means the strata managing agent appointed by the Committee under clause 9 to perform functions for the Committee.
- (ee) **Strata Scheme** means the scheme created by the subdivision of a Stratum Lot by a strata plan.
- (ff) **Stratum Lot** means a stratum lot in the Building or on the Land.
- (gg) **Substitute Representative** means a natural person appointed by an owner of a Stratum Lot to represent that owner for the purpose of this Management Statement as a substitute for that owner's Representative.
- (hh) **Treasurer** means the treasurer of the Committee.
- (ii) **Unanimous Resolution** means a motion passed at a Meeting against which no Financial Owner casts a vote.
- (jj) **Work** means any repairs, alterations or additions.

### 25.2 Rules of interpretation

- (a) In this Management Statement a reference to:
  - (i) a thing includes the whole or each part of it;
  - (ii) the singular includes the plural and vice versa;
  - (iii) a document includes any variation or replacement of it;
  - (iv) a day means the period starting at midnight and ending 24 hours later;
  - (v) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
  - (vi) a person includes that person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.
- (b) Headings are for convenience and do not affect the interpretation of this Management Statement.
- (c) The rights, powers and remedies in this Management Statement are in addition to those provided by law.
- (d) If the whole or any part of a provision of this Management Statement is void, unenforceable or illegal, then that provision or part provision is severed from this Management Statement and the remainder of this Management Statement has full force and effect unless the severance alters the basic nature of this Management Statement or is contrary to public policy.

# SP94599

ePlan

## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

### Schedule 1 – List of Shared Facilities

**Table 1: Shared Costs and Shared Facilities on registration of stratum subdivision of Stage 1**

Item	Shared facility	Description / Location	Contribution to Cost of Shared Facilities		
			Lot 1	Lot 2	Lot 3
1	Fire systems	Fire sprinkler and hydrant booster systems	2.7%	97.3%	0%
		Fire monitoring, alarm and detection systems including control panels	2.7%	97.3%	0%
		Shared fire systems inspections, testing and certifications	2.7%	97.3%	0%
		Electricity consumption for shared fire systems.	2.7%	97.3%	0%
2	Repair and maintenance of Shared Areas	Driveways and ramps on ground floor and basements 1-3	2.7%	97.3%	0%
		Roller door	2.7%	97.3%	0%
		Intercom and security system	2.7%	97.3%	0%
		Fire stairs on podium level and basement	2.7%	97.3%	0%
		Pedestrian access ways on ground floor and basement	2.7%	97.3%	0%
		Loading dock	2.7%	97.3%	0%
		Car wash bay	2.7%	97.3%	0%
		Visitor bay	2.7%	97.3%	0%
		Basement ventilation systems	2.7%	97.3%	0%
		Garbage room located in Lot 2	2.7%	97.3%	0%
		Garbage room located in Lot 1	2.7%	97.3%	0%
3	Exhaust plant and fans on ground floor	Maintenance and repair	2.7%	97.3%	0%
		Electricity consumption	2.7%	97.3%	0%
4	Lift	Maintenance, repair and electricity consumption for lift between basement 1 and ground floor in Lot 2  1/14 <sup>th</sup> for retail [14 storeys]	0.2% [being circa 2.7% x 1/14 to reflect the fact that Owners / Occupiers of Lot 1 will only use lifts to travel 1 out of 14 floors]	99.8	0%

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## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

5	Toilets	Cleaning and maintenance of toilet facilities on ground floor	2.7%	97.3%	0%
6	Garbage facilities	Maintenance, cleaning and management of garbage facilities, removal and recycling on Lot 2	0%	100%	0%
7	Garbage facilities	Maintenance, cleaning and management of garbage facilities, removal and recycling on Lot 1	100%	0%	0%
8	Landscaping and artificial features	Maintenance contract	0%	100%	0%
9	Security	Security monitoring	2.7%	97.3%	0%
10	Communications	Subject to obligations for repair and maintenance by providers: Telco MDF room	2.7%	97.3%	0%
11	Building management committee expenses	Expenses incurred by the building management committee in accordance with the management statement	2.7%	97.3%	0%
12	Pest control of Shared Areas		2.7%	97.3%	0%
13	Insurance of shared areas	<ul style="list-style-type: none"> <li>• Building insurance</li> <li>• Damage policy</li> <li>• Machinery breakdown</li> <li>• Public liability</li> <li>• Workers comp</li> <li>• Fidelity guarantee and officers' insurance</li> <li>• SMS insurances</li> <li>• Brokers' fees</li> </ul>	2.7%	97.3%	0%
14	External lighting	Maintenance and energy supply for external lighting	2.7%	97.3%	0%
15	Storm water including OSD and pump out systems	Maintenance of the storm water including OSD and pump out systems	2.7%	97.3%	0%
16	Graffiti management plan and cleaning	Removal of graffiti and repair of vandalism to the Building	2.7%	97.3%	0%
17	CCTV	Maintenance of CCTV surveillance system	2.7%	97.3%	0%
18	Acoustic measures	Maintenance of acoustic measures for aircraft noise	2.7%	97.3%	0%

# SP94599

ePlan

## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

### Schedule 2 – List of Shared Facilities

**Table 2: Shared Costs and Shared facilities on registration of stratum subdivision of Stage 2a**

Item	Shared facility	Description / Location	Contribution to Cost of Shared Facilities			
			Lot 1	Lot 2	Lot 3a	Lot 3b
1	Fire systems	Fire sprinkler and hydrant booster systems	1.2%	42.2%	2.1%	54.5%
		Fire monitoring, alarm and detection systems including control panels	1.2%	42.2%	2.1%	54.5%
		Shared fire systems inspections, testing and certifications	1.2%	42.2%	2.1%	54.5%
		Electricity consumption for shared fire systems.	1.2%	42.2%	2.1%	54.5%
2	Repair and maintenance of Shared Areas	Driveways and ramps on ground floor and basements 1-3	1.2%	42.2%	2.1%	54.5%
		Roller door	1.2%	42.2%	2.1%	54.5%
		Intercom and security system	1.2%	42.2%	2.1%	54.5%
		Fire stairs on podium level and basement	1.2%	42.2%	2.1%	54.5%
		Pedestrian access ways on ground floor and basement	1.2%	42.2%	2.1%	54.5%
		Loading dock	1.2%	42.2%	2.1%	54.5%
		Car wash bay	1.2%	42.2%	2.1%	54.5%
		Courier bay	1.2%	42.2%	2.1%	54.5%
		Basement ventilation systems	1.2%	42.2%	2.1%	54.5%
		Garbage room located in Lot 2	1.2%	42.2%	2.1%	54.5%
Garbage room located in Lot 1	1.2%	42.2%	2.1%	54.5%		
3	Exhaust plant and fans on ground floor	Maintenance and repair	1.2%	42.2%	2.1%	54.5%
		Electricity consumption.	1.2%	42.2%	2.1%	54.5%

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ePlan

## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

4	Lift	Maintenance, repair and electricity consumption for lift between basement 1 and ground floor in Lot 2  1/14 <sup>th</sup> for retail [14 storeys]	0.1% [being circa 1.2% x 1/14 to reflect the fact that Owners / Occupiers of Lot 1 will only use lifts to travel 1 out of 14 floors] 1.2	43.3	0.2% [being circa 2.1% x 1/14 to reflect the fact that Owners / Occupiers of Lot 3a will only use lifts to travel 1 out of 14 floors]	56.4%
5	Toilets	Cleaning and maintenance of toilet facilities on ground floor	1.2%	42.2%	2.1%	54.5%
6	Garbage facilities	Maintenance, cleaning and management of garbage facilities, removal and recycling on Lot 2	0%	44%	0%	56%
7	Garbage facilities	Maintenance, cleaning and management of garbage facilities, removal and recycling on Lot 1	34%	0%	66%	0%
8	Landscaping and artificial features	Maintenance contract	0%	43.37%	2.1%	54.5%
9	Security	Security monitoring	1.2%	42.2%	2.1%	54.5%
10	Communications	Subject to obligations for repair and maintenance by providers: Telco MDF room	1.2%	42.2%	2.1%	54.5%
11	Building management committee expenses	Expenses incurred by the building management committee in accordance with the management statement	1.2%	42.2%	2.1%	54.5%
12	Pest control of Shared Areas		1.2%	42.2%	2.1%	54.5%
13	Insurance of shared areas	<ul style="list-style-type: none"> <li>• Building insurance</li> <li>• Damage policy</li> <li>• Machinery breakdown</li> <li>• Public liability</li> <li>• Workers comp</li> <li>• Fidelity guarantee and officers' insurance</li> <li>• SMS insurances</li> <li>• Brokers' fees</li> </ul>	1.2%	42.2%	2.1%	54.5%
14	External lighting	Maintenance and energy supply for external lighting	1.2%	42.2%	2.1%	54.5%
15	Storm water including OSD and pump out systems	Maintenance of the storm water including OSD and pump out systems	1.2%	42.2%	2.1%	54.5%
16	Graffiti management plan and cleaning	Removal of graffiti and repair of vandalism to the Building	1.2%	42.2%	2.1%	54.5%
17	CCTV	Maintenance of CCTV surveillance system	1.2%	42.2%	2.1%	54.5%
18	Acoustic measures	Maintenance of acoustic measures for aircraft noise	1.2%	42.2%	2.1%	54.5%

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ePlan

Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

Schedule 3 – Part 1/805156

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PLAN FORM 2 (A2)

WARNING: OVERLAPS OR FOLDING WILL LEAD TO REJECTION

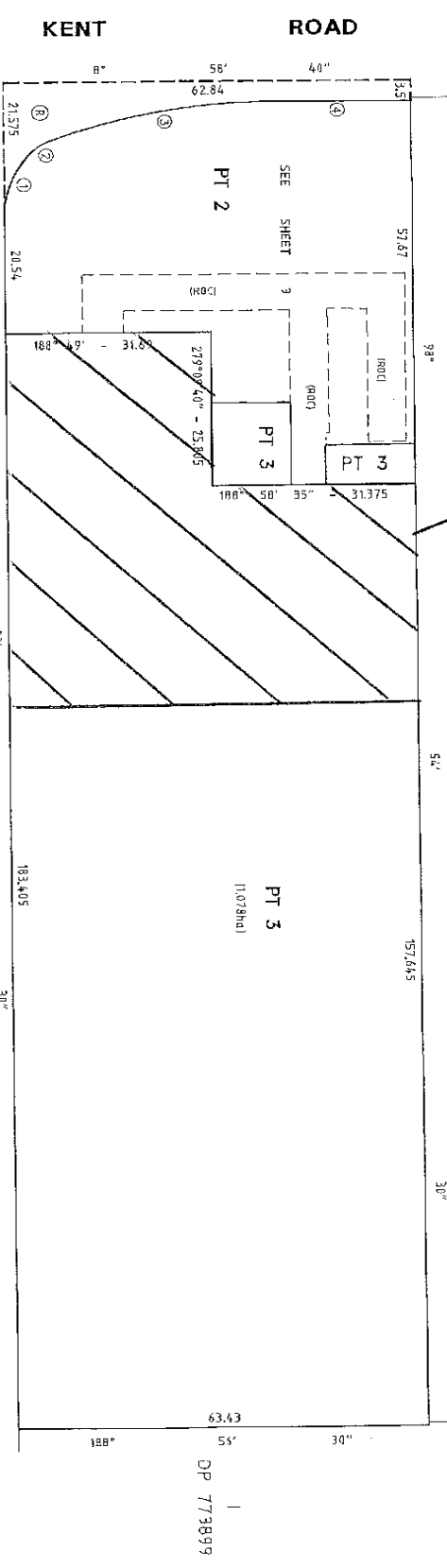
ePlan SHEET 2 OF 11 SHEETS

**BASEMENT LEVEL 3 AND BELOW**  
 UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL -483 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 2 AND 3 ARE STRATA LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

CLAUSE 2.1(a)(i) and 2.1(e)(i)

D P 1216316



SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
1	383°47'30"	11.035	11.451	16
2	335°27'05"	2.71	2.73	7
3	358°41'18"	34.635	36.67	93.78
4	8°59'40"	20.25		

EASEMENT FOR TEMPORARY GATE ACCESS AFFECTING THE WHOLE OF THE LOT 2  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LOT 2  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOTS 2 & 3  
 EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF THE LOTS 2 & 3  
 EASEMENT FOR PHYSIOLOGY EGRESS AFFECTING THE WHOLE OF THE LOTS 2 & 3

(R) ROAD WIDTHING 3.5 METER & VARIABLE WIDTH (350.6m)  
 (R01) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATA

Surveyor: **RONNY SCOTT FITZGERALD**  
 Date of Survey: 26 MARCH 2016  
 Surveyor's Ref: 7867/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

Locality: **BAYSIDE**  
 Locally: **MASCOT**  
 Subdivision No: [blank]  
 Lengths are in metres. Production scale 1:500

Register:

**SP94599**

Page 47 of 54 pages  
 48 55

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 1 OF 1 SHEETS

SEE SHEETS 2 TO 10 FOR DETAILS OF LOTS AND EASEMENTS

CHURCH AVENUE  
 ALIGNED 183-54-183 & VARIABLE WIDTH

DIAGRAM T  
 N.T.S.

DIAGRAM Z  
 N.T.S.

LOTS 1, 2 AND 3 ARE STRATUM HEIGHTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

SCHEDULE OF AREAS

LEVEL	LOT 1	LOT 2	LOT 3
BASEMENT LEVEL 3 & BELOW	2832.7	1708.6	
BASEMENT LEVEL 2	3072.5	1078.6	
BASEMENT LEVEL 1	98.94	1078.6	
GROUND LEVEL	631.64	1078.6	
LEVEL 1	312.4	1078.6	
TOTAL	7316.4	5434.6	

CLAUSE 2.1 (c) (iii)  
 FK FACE OF WALL

D P 1216316

DP 947381

SP 88695

SP 773899

SP 84371

KENT ROAD  
 (23.115 WIDE AS WIDENED)

ALIGNED 3 66-12 8-3 66:

COWARD STREET  
 (ALIGNED 3 66-12 8-3 66)

JOHN STREET

BOURKE STREET  
 (VARIABLE WIDTH)

SSM 56920 FO  
 (ESTABLISHED)  
 RE 328 (HMD)  
 CLASS D ORDER 4

ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH 180.66M

SSM 91555 FO  
 (ESTABLISHED)

SURVEYING & SPATIAL INFORMATION REGULATION 2017 - CLASSIC (A2)

MARK	H.A.K.	CD-DIMENSIONS	ZONE	SI
RM 28720	33121.173	624509.9 272	B	2
SSM 56920	33211.231	624509.9 285	B	2
SSM 91555	33221.066	624509.9 309	B	2

COMBINED SEA LEVEL SCALE FACTOR = 0.999943  
 SOURCE: MGA & CO-ORDINATES ADAPTED FROM SDOCS  
 SURVEY: 21 OCTOBER 2015

Surveyor: RODNEY SCOTT STRICKLAND  
 Date of Survey: 28 MARCH 2016  
 Surveyor's Ref: 3867/13

PLAN OF SUBDIVISION OF LOT 1 AND LOT 1  
 IN DP 1081391 AND LOT 1  
 IN DP 808156

Legal: BAYSIDE  
 Local: MASCO  
 Subdivision No: [blank]  
 Lengths are in metres. Reduction Ratio: 1:500

Schedule of:  
 SP94599

Ⓡ EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOTS 1, 2 & 3  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LOTS 1, 2 & 3  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOTS 1, 2 & 3  
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOTS 1, 2 & 3  
 EASEMENT FOR EMERGENCY EXPRESS AFFECTING THE WHOLE OF THE LOTS 1, 2 & 3

SCHEDULE OF SHORT & CURVED BALANCE

NO	BEARING	DISTANCE	ARC	ABSCISSA
1	306°07'30"	10.05	11.235	18
2	335°27'00"	2.71	2.713	7
3	358°47'15"	38.435	36.63	93.8
4	8°58'00"	17.245		



PLAN FORM 2 (A2)

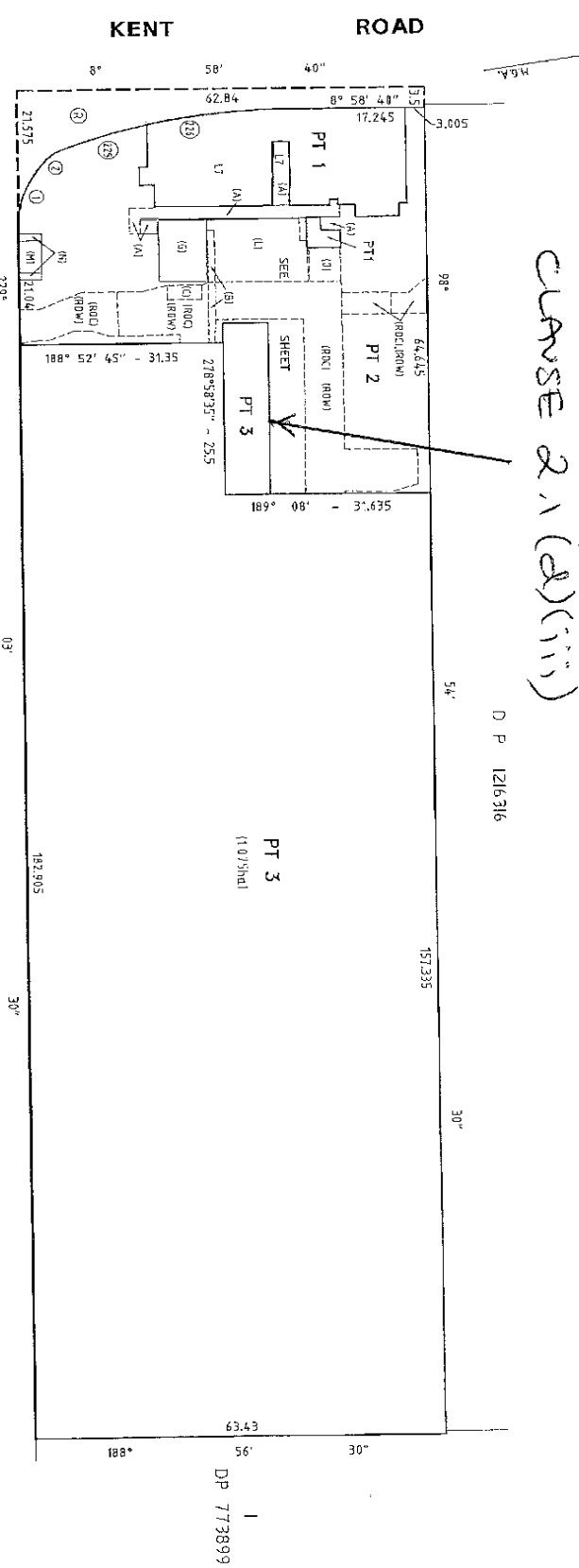
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 8 OF 11 SHEETS

LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 8.6 UNLESS OTHERWISE SHOWN  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

**GROUND LEVEL**

LOTS 1, 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC I RADIUS
1	303°07'38"	11.05	17.65
2	335°27'09"	2.71	7
3	275°59'44.75"	1.71	13.91
4	275°59'44.75"	2.71	22.25
5	275°59'44.75"	2.71	22.25

(c) PROPOSED ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (300' min)  
 LIMITED IN DEPTH TO RL 3.87 AND LIMITED IN HEIGHT TO RL 9.6

EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF LOTS 1 & 2  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOTS 1 & 2  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT WORKS AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOTS 1, 2 & 3  
 EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3  
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF LOTS 1, 2 & 3

COWARD

STREET

TO 70 30 40 50 60 70 80 90 100 110 120 130 140 150

Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 28 APRIL 2016  
 Surveyor's Ref: 7587/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1061391 AND  
 LOT 1 IN DP 6001156

Loc: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: Lengths are in metres. Resection from 5:500

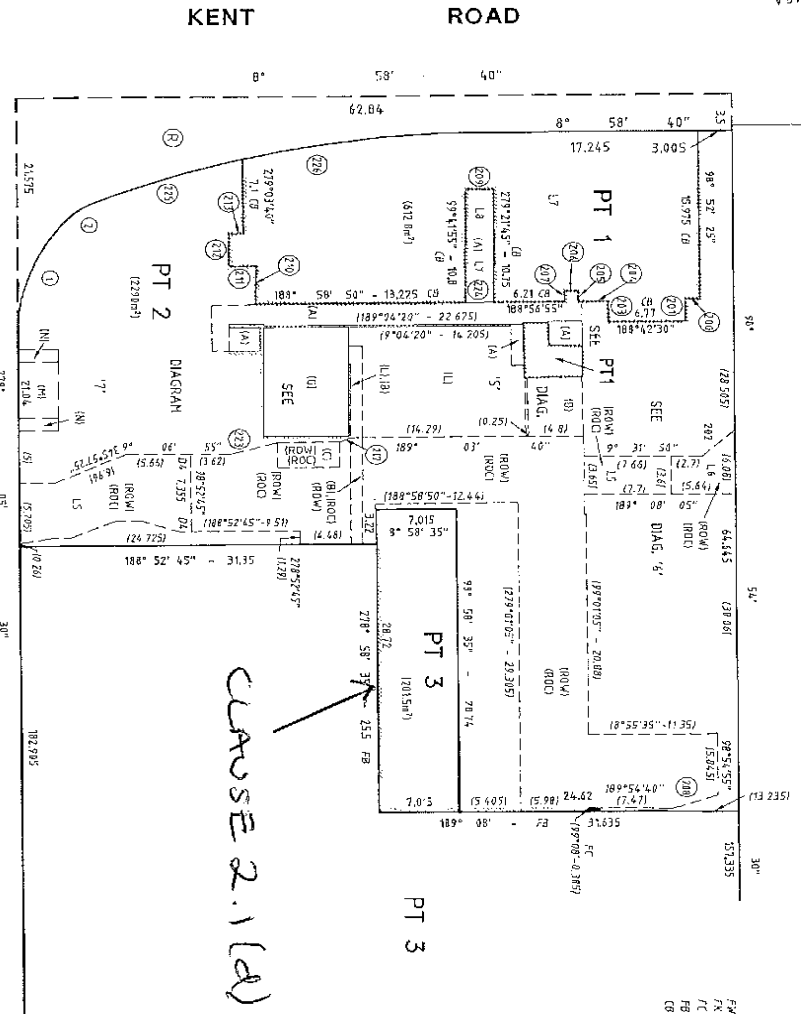
Registered:

SP94599

**GROUND LEVEL**

LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5 UNLESS OTHERWISE SHOWN  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS  
 SEE DIAGRAMS ON SHEET 10

LOTS 1, 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



D P 1216316

F.W. FACE OF CONCRETE WALL  
 F.C. FACE OF CONCRETE KERB  
 F.B. FACE OF BRICK WALL  
 C.B. CENTRE OF CURVED WALL 0.75 WIDE

TABLE 4 OF DEPTH LIMITATIONS

LOCATION	LEVEL
D2	4.7
D5	4.37

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC RADIUS
1	182°07'30"	10.25	11.65
2	335°17'05"	2.71	7
3	188°42'25"	1.25	6.9
4	98°42'25"	2.13	6.9
5	310°32'55"	3.84	6.9
6	207°21'07"15"	1.97	6.9
7	188°58'35"	2.82	10
8	104°55'55"	1.21	10
9	98°45'55"	1.01	6.9
10	171°52'20"	4.09	6.9
11	108°41'55"	2.925	6.9
12	188°42'25"	3.25	6.9
13	278°54'35"	1.05	6.9
14	8°55'05"	1.25	6.9
15	188°42'25"	4.195	6.9
16	188°42'25"	2.585	6.9
17	351°42'55"	13.45	6.9
18	250°00'	22.155	6.9

- (A) EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5 UNLESS OTHERWISE STATED.
- (B) EASEMENT FOR ACCESS 1.05 & 1.215 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (C) EASEMENT FOR TOILET BAY 2.4 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (D) EASEMENT FOR CARPARK 1.8 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (E) EASEMENT FOR LEADING BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (F) EASEMENT FOR GARAGE VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (G) EASEMENT FOR LEADING BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (H) EASEMENT FOR CARPARK VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5 UNLESS OTHERWISE STATED.
- (I) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 532 WIDE LIMITED IN DEPTH TO RL 3.9 AND LIMITED IN HEIGHT TO RL 7.5
- (J) RIGHT OF CARBARIWAY 1.2 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 7.5
- (K) RIGHT OF CARBARIWAY 1.2 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 7.5
- (L) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (M) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (N) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (O) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (P) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (Q) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (R) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (S) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (T) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (U) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (V) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (W) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (X) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (Y) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- (Z) RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5

- L1 LIMITED IN DEPTH TO RL 3.9 AND LIMITED IN HEIGHT TO RL 6.5
- L2 EASEMENT FOR ACCESS VARIABLE WIDTHS NOTED IN LIMITED IN DEPTH TO RL 3.97 AND LIMITED IN HEIGHT TO RL 6.37
- L3 RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 7.5
- L4 AND LIMITED IN HEIGHT TO RL 7.5 ABOVE THOSE LEVELS
- L5 RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- L6 RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5

- L7 LIMITED IN DEPTH TO RL 3.97 AND LIMITED IN HEIGHT TO RL 6.37
- L8 EASEMENT FOR ACCESS VARIABLE WIDTHS NOTED IN LIMITED IN DEPTH TO RL 3.97 AND LIMITED IN HEIGHT TO RL 6.37
- L9 RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 7.5
- L10 AND LIMITED IN HEIGHT TO RL 7.5 ABOVE THOSE LEVELS
- L11 RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5
- L12 RIGHT OF CARBARIWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.5

- (A) EASEMENT FOR TERRACEY GRATE ACCESS AFFECTING THE WHOLE OF LOTS 1 & 2
- (B) EASEMENT FOR TERRACEY GRATE ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOTS 1 & 2
- (C) EASEMENT FOR TERRACEY GRATE ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2
- (D) EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2
- (E) EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (F) EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (G) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (H) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (I) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (J) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (K) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (L) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (M) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (N) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (O) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (P) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (Q) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (R) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (S) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (T) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (U) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (V) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (W) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (X) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (Y) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3
- (Z) EASEMENT FOR DRAIN WATER AFFECTING THE WHOLE OF LOTS 1, 2 & 3

SP94599

Surveyor: ROMNEY SCOTT FITZGERALD  
 Date of Survey: 28 MARCH 2016  
 Surveyor's Ref: 7367/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 803156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: [blank]

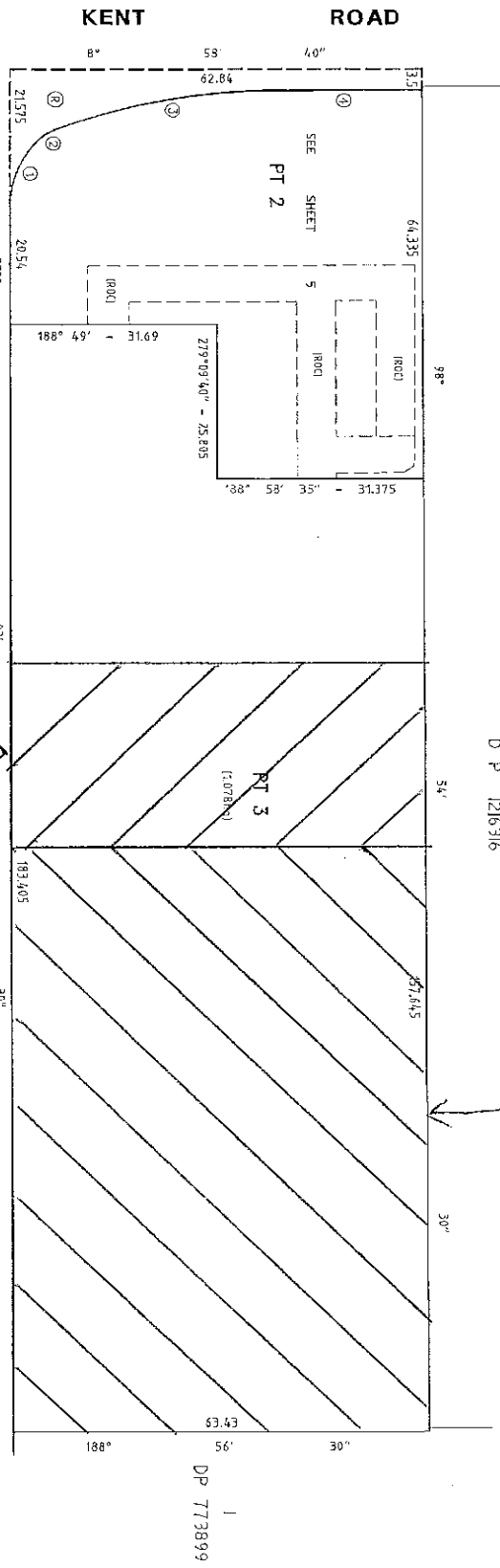
Registration: SP94599



**BASEMENT LEVEL 2**

LIMITED IN DEPTH TO RL -1.07 AND LIMITED IN HEIGHT TO RL 0.04 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



**COWARD STREET**  
 CLAUSE 2.1 (F) DEDICATED LAND

EASEMENT FOR TEMPORARY GRAVE AFFECTING THE WHOLE OF THE LOT 2  
 EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LOT 2  
 EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF LOT 2  
 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF LOTS 2 & 3  
 EASEMENT TO URAN WATER AFFECTING THE WHOLE OF THE LOTS 2 & 3  
 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOTS 2 & 3

No	BEARING	DISTANCE	ARC	RADIUS
1	339°07'29"	11.035	11.445	16
2	319°27'05"	2.271	2.23	7
3	358°41'15"	34.435	34.67	7
4	87°56'40"	21.25		93.78

(18) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (3444sqm)  
 (19) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATHUN

Surveyor: <b>RODNEY SPOTT FITZGERALD</b> Date of Survey: <b>29 MARCH 2016</b> Surveyor's Ref: <b>7967/12</b>	PLAN OF SUBDIVISION OF LOT 1 IN DP 1081361 AND LOT 1 IN DP 605156	LGA: <b>BAYSIDE</b> Local: <b>MASCOT</b> Subdivision No:	Registered:	<b>SP94599</b>
--	--	--	-------------	----------------

# SP94599

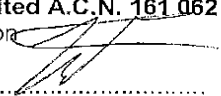
ePlan

## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

### Execution Pages

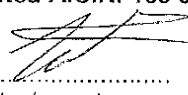
Certified as correct for the purposes of the  
Real Property Act 1900 and executed on  
behalf of the corporation named below by  
the authorised person/s whose signature/s  
appear/s below in accordance with s.127 of  
the Corporations Act 2001:

JKN Kent Pty Limited A.C.N. 161 062 353  
Name of Corporation

  
Signature of sole director/secretary

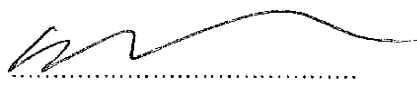
Certified as correct for the purposes of the  
Real Property Act 1900 and executed on  
behalf of the corporation named below by  
the authorised person/s whose signature/s  
appear/s below in accordance with s.127 of  
the Corporations Act 2001:

JKN Coward Pty Limited A.C.N. 166 594 645  
Name of Corporation

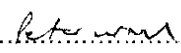
  
Signature of sole director/secretary

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

Heather Norton  
Name of delegate (Please print)

  
Signature of delegate

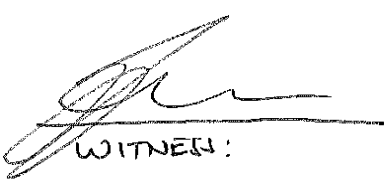
I certify that I am an eligible witness and that the delegate signed in my presence

  
Signature of Witness

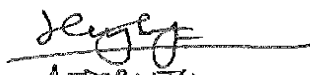
PETER WARD  
Name of Witness

141 COWARD STREET MASCOT  
Address of Witness NSW

SIGNED FOR AND ON BEHALF OF LORD GLOBAL OPPORTUNITY  
PTY LTD BY HENRY GIBSON SELF AS ATTORNEY PURSUANT TO  
POWER OF ATTORNEY DATED 16 MAY 2016 BOOK 4707 NO 515.

  
WITNESS:

Mark Fitzpatrick, Solicitor  
53 Boronga Avenue  
West Pymble NSW

  
ATTORNEY:

# SP94599

ePlan

## Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

### Mortgagees' signatures

Signed at Parramatta the 19<sup>th</sup> day of October 2016  
For Commonwealth Bank of Australia A.C.N. 123 123 124 by its  
Duly appointed Attorney under Power of Attorney  
Book ~~4548~~ No. 4944  
Witness



Andrew Allan  
Relationship Executive - Property  
Corporate Financial Services  
Parramatta

Lauren Issa  
Level 3 101 George Street  
Parramatta NSW 2150



SIGNED for and on behalf of ANZ  
Fiduciary Services Pty Limited by  
ANTHONY HERZEN

who certifies that she/he is a  
MANAGER

Agency Services, of Australia and  
New Zealand Banking Group Limited  
pursuant to Power of Attorney  
Registered BK 4702 No 789

dated [Signature] in the presence of:

Witness: STEVE TOKIC  
19/242 QUIT ST  
SYDNEY NSW 2000

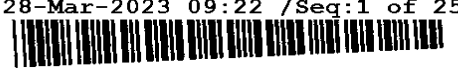
Attorney [Signature]

REGISTERED  7.12.2016



Form: 11K  
Release: 4.3

**REQUEST**  
New South Wales  
Real Property Act 1900



**AN465638Y**

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** If applicable. Revenue NSW use only

(B) **TORRENS TITLE** See Annexure A

(C) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

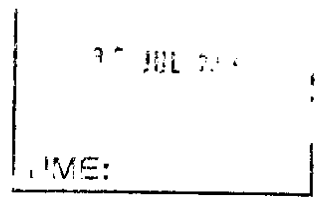
(D) **LODGED BY**

Document Collection Box <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>TOPPLACE, 121 MAJORS BAY ROAD CONCORD NSW 2137 - 0404 907 882</b> Reference: <b>M FITZPATRICK ; 18 ; CONARD ST</b>	CODE <b>R</b>
--------------------------------------	--	------------------

(E) **APPLICANT** Each of the Parties identified in Annexure A

(F) **NATURE OF REQUEST** To amend the strata management statement registered with strata plan 94599 as set out in Annexure A

(G) **TEXT OF REQUEST**  
See Annexure A



**DATE** 25 JUNE 2018

(H) I certify I am an eligible witness and that the applicant signed this dealing in my presence. [See note\* below]

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

Signature of witness:

Signature of applicant: **SEE ANNEXURE A**

Name of witness:  
Address of witness:

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

This is the Annexure A to the Form 11R Request between JKN Coward Pty Ltd, Westpac Banking Corporation, PA Enhanced Opportunity X Limited, The Owners Corporation – Strata Plan 94599 and JIP ONE Pty Ltd dated .....25 JUNE 2018

## 1. Torrens Title

---

- (a) 100/1241951.
- (b) 101/1241951.
- (c) CP/SP94599.
- (d) 1/1221649.

## 2. Definitions

---

In this dealing:

- (a) **Effective Date** means 22 May 2018.
- (b) **LRS** means Land Registry Services New South Wales.
- (c) **Strata Management Statement** means the strata management statement registered at LRS with Strata Plan SP94599.

## 3. Parties to this dealing

---

### 3.1 Parties

The following entities are parties to this dealing:

- (a) JKN Coward Pty Ltd A.C.N. 166 594 645;
- (b) Westpac Banking Corporation;
- (c) PA Enhanced Opportunity X Limited A.C.N. 618 752 855;
- (d) The Owners Corporation – Strata Plan 94599;
- (e) JIP ONE Pty Ltd A.C.N. 617 972 335,

[together **Parties**].

### 3.2 Cancellation

The parties agree to cancel the notation of the Strata Management Statement on the folio for Lot 101 DP1241951 [Item 23 on the folio for Lot 101 DP1241951 Edition 1].

### 3.3 Amendment

The Parties agree to amend the Strata Management Statement on and from the Effective Date by inserting the following as a new clause 2.4:

*"Lot 101 DP1241951 will not be bound or affected by the Strata Management Statement."*

### **Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

#### **3.4 Consents**

Each Parties consents to:

- (a) The cancellation on the folio for Lot 101 DP1241951 of the notation that the lot is limited in stratum [Item 2 on the folio for Lot 101 DP1241951 Edition 1];
- (b) The cancellation on the folio for Lot 101 DP1241951 of the notation of the Strata Management Statement [Item 23 on the folio for Lot 101 DP1241951 Edition 1]; and
- (c) The cancellation on the folio for Lot 101 DP1241951 of the notation of the easements for sub-adjacent and lateral support and easement for shelter [Item 24 on the folio for Lot 101 DP1241951 Edition 1].

**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

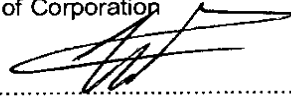
**Execution Pages**

---

**Executed by JKN Coward Pty Ltd**

Certified as 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 in accordance with s.127 of the )  
Corporations Act 2001:

**JKN Coward Pty Ltd A.C.N. 166 594 645**  
Name of Corporation



.....  
Signature of sole director/secretary

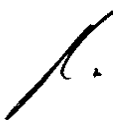
JEAN NASSIF

**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

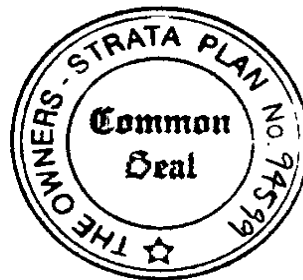
Executed by The Owners Corporation - Strata Plan 94599

NAME : DAVID PEGLER

TITLE : STRATA MANAGER FOR STRATA PLAN 94599

SIGNATURE : 

DATE : 21 JUNE 2018

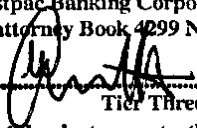


**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

**Executed by Westpac Banking Corporation**


Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by GEOFFREY SMITH as  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

  
(Signature) Tier Three Attorney

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

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness   
Name of witness: LORRAINE CHUNG

Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted identifying documentation.

**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

**Executed by PA Enhanced Opportunity X Limited**

Executed for and on behalf of  
**PA Enhanced Opportunity X Limited** by its duly authorised signatory in accordance with its constitution in the presence of:

Witness

AGNES IP

Witness name (print)

32/F, AIA Central  
1 Connaught Road, Hong Kong

Witness Address

Authorise signatory

JON ROBERT LEWIS

Authorise signatory name (print)

**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

**Executed by JIP ONE Pty Ltd**

Certified as 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 in accordance with s.127 of the )  
Corporations Act 2001:

**JIP ONE Pty Limited A.C.N. 617 972 335**  
Name of Corporation

.....  
Signature of sole director/secretary

  
**YUE WANG**



**Deed of variation of Stata Management Statement SP94599**

**Dated: 25 JUNE 2018**

## **Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

---

### **1. Definitions**

---

In this Deed:

- (a) **Effective Date** means 22 May 2018.
- (b) **LRS** means Land Registry Services New South Wales.
- (c) **Strata Management Statement** means the strata management statement registered at LRS with Strata Plan SP94599.

### **2. Parties to this Agreement and Amendment**

---

#### **2.1 Parties**

The following entities are parties to this Agreement:

- (a) JKN Coward Pty Ltd A.C.N. 166 594 645;
- (b) Westpac Banking Corporation;
- (c) PA Enhanced Opportunity X Limited A.C.N. 618 752 855;
- (d) The Owners Corporation – Strata Plan 94599;
- (e) JIP ONE Pty Ltd A.C.N. 617 972 335,

[Parties].

#### **2.2 Cancellation**

The Parties agree to cancel the notation of the Strata Management Statement on the folio for Lot 101 DP1241951 [Item 23 on the folio for Lot 101 DP1241951 Edition 1].

#### **2.3 Amendment**

The Parties agree to amend the Strata Management Statement on and from the Effective Date by inserting the following as a new clause 2.4:

*"Lot 101 DP1241951 will not be bound or affected by the Strata Management Statement."*

#### **2.4 Consents**

Each Parties consents to:

- (a) The cancellation on the folio for Lot 101 DP1241951 of the notation that the lot is limited in stratum [Item 2 on the folio for Lot 101 DP1241951 Edition 1];
- (b) The cancellation on the folio for Lot 101 DP1241951 of the notation of the Strata Management Statement [Item 23 on the folio for Lot 101 DP1241951 Edition 1]; and
- (c) The cancellation on the folio for Lot 101 DP1241951 of the notation of the easements for sub-adjacent and lateral support and easement for shelter [Item 24 on the folio for Lot 101 DP1241951 Edition 1].

Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

Execution Pages

Executed by JKN Coward Pty Ltd

Certified as 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 in accordance with s.127 of the )  
Corporations Act 2001: )

JKN Coward Pty Ltd A.C.N. 166 594 645  
Name of Corporation



.....  
Signature of sole director/secretary


JEAN NASSIF

Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot

Executed by The Owners Corporation - Strata Plan 94599

NAME : DAVID PEGLER

TITLE : STRATA MANAGER FOR STRATA PLAN 94599

SIGNATURE : 

DATE : 21 JUNE 2018



**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

Executed by Westpac Banking Corporation

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by GRAHAM SMITH  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

(Signature) [Signature] Tier Three Attorney

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

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness: [Signature]

Name of witness: LORRAINE CHUNG

Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

**Executed by PA Enhanced Opportunity X Limited**

Executed for and on behalf of  
**PA Enhanced Opportunity X  
Limited** by its duly authorised  
signatory in accordance with its  
constitution in the presence of:

\_\_\_\_\_  
Witness

AGNES IP

\_\_\_\_\_  
Witness name (print)

32/F, AIA Central  
1 Connaught Road, Hong Kong

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Authorise signatory

JON ROBERT LEWIS

\_\_\_\_\_  
Authorise signatory name (print)

**Strata Management Statement 39 Kent Road & 256-280 Coward Street Mascot**

---

Executed by JIP ONE Pty Ltd

Certified as 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 in accordance with s.127 of the )  
Corporations Act 2001:

JIP ONE Pty Limited A.C.N. 617 972 335  
Name of Corporation

.....  
Signature of sole director/secretary

YUE WANG

FILM WITH

AN465638

Approved Form 13

Certificate of Owners Corporation


Special Resolution

The owners corporation certifies that on <sup>^</sup> 21 JUNE 2018 , it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

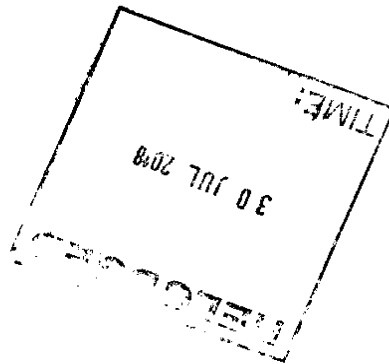
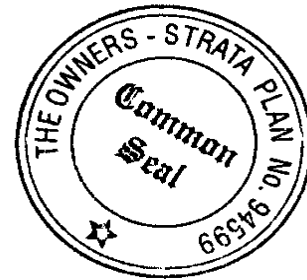
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 94599 was affixed on <sup>^</sup> 21 JUNE 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Tetsuo Yamagishi Authority: Strata manager

Signature: ..... Name: ..... Authority: .....

<sup>^</sup> Insert appropriate date







Bartier Perry Pty Ltd  
Level 10, 77 Castlereagh St  
Sydney NSW 2000 Australia

DX 109 Sydney  
PO Box 2631  
Sydney NSW 2001

T +61 2 8281 7800  
ABN 30 124 690 053  
bartier.com.au

The Registrar-General  
NSW Land Registry Services  
Queens Square  
SYDNEY NSW 2000

18 April 2018

Our ref 131053

Dear Registrar-General,

**Caveat: AH615937**  
**Registered Proprietor: JKN Coward Pty Ltd**  
**Caveator: Alpha Distribution Ministerial Holding Corporation (formerly Ausgrid)**  
**Properties: 100/1241951 and 101/1241951**

We act for Alpha Distribution Ministerial Holding Corporation (**ADMHC**), the caveator under caveat AH615937.

We lodged the caveat on the titles to the properties to protect ADMHC's interest under a Deed of Agreement for Easement dated 15 March 2013.

ADMHC, as caveator, consents to the registration of the following:

1. plan of easement over Lot 101 in Deposited Plan 1241951 prepared by Aaron Douglas Millard (surveyors ref: 8337-EASE) together with the associated section 88B instrument;
2. transfer releasing easement between JKN Coward Pty Ltd as transferor and JKN Coward Pty Ltd as transferee; and
3. request form to amend the strata management statement registered with strata plan 94599.

This consent does not affect the rights claimed under the Deed nor does it affect the right for Caveat AH615937 to remain recorded on the titles.

Yours faithfully  
**Bartier Perry**

**Peter Barakate | Partner**  
D 8281 7970 F 8281 7838  
pbarakate@bartier.com.au

**Julia Yassa | Lawyer**  
D 8281 7904 F 8281 7838  
jyassa@bartier.com.au

copy to Katherine Barkas – Ausgrid (2013/8245)

85065671 - 131053 (JYY)

Bartier Perry Pty Limited is a corporation and not a partnership.  
Liability limited by a Scheme approved under Professional Standards Legislation.  
All legal practitioners are employed by Bartier Perry Pty Limited and are members of the Scheme.



27 June 2018

The Registrar General  
NSW Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) lease from JKN Kent Pty Limited**

**Property: 7-39 Kent Street, Mascot**

**Registered Lease No.: E373665**

**Our ref: HEM/AUS096-00217**

We act in this matter for AAP and AOP. Details of the entities comprising these partnerships are set out in the annexure together with a **copy** of our letter to the LPI dated 13 September 2017 which has been accepted by LPI Legal providing our authority to issue consents on behalf of ADMHC, AAP and AOP.

We are instructed by AAP and AOP to consent to the registration of:

- 1 a plan of easement prepared by Aaron Douglas Millard surveyor (**Surveyor's Reference 8337-EASE**) and the accompanying s 88B instrument;
- 2 a Transfer Releasing Easement for access affecting Lot 101 DP1241951 created by the registration of DP1241951;
- 3 a Request to amend Strata Management Statement registered with SP94599. ✓

If you require any additional information please contact our office.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Helen Murray'.

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 | melbourne | newcastle | perth | sydney | upper hunter

HEMJBF\64837596\1

Sparke Helmore Lawyers

**Annexure to Lessee Consent**

**Dealing AK971351**

The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

- (a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;
- (b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;
- (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;
- (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and
- (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

**Dealing AK971352**

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

- (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
- (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;
- (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;
- (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and
- (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.





13 September 2017

**COPY**

The Registrar General  
Land and Property Information  
Queens Square  
Sydney NSW 2000

Dear Sir/Madam

**Leasehold interests of ADMHC  
LPI consent to dealings  
Our ref: HEM/AUS096-01476**

As you are aware we act for Ausgrid Asset Partnership ABN 48 622 605 493 (AAP) and Ausgrid Operator Partnership ABN 78 508 211 731 (AOP).

As you are also aware ADMHC leases the Network Land to AAP pursuant to registered lease AK 971351 (Head Lease) which in turn subleases that Network Land to AOP pursuant to registered Lease 971352 (Sublease).

AAP has broad powers in relation to Network Leased Land pursuant to clause 2.3 of the Head Lease.

Relying on those powers and in particular the authority given to it pursuant to clause 2.3(c) of the Head Lease, AAP is entitled to exercise or procure the exercise of any of the rights of ADMHC under the Head Lease except to the extent the exercise of those rights are not permissible under the Head Lease.

The granting of consents to LPI dealings by AAP on behalf of ADMHC where ADMHC holds a registered interest in land is a permissible right under the Head Lease.

In those circumstances AAP requests that LPI's practice for obtaining the consent of the registered lessee both where ADMHC is now shown on the register as the lessee and where a lease to Ausgrid or a predecessor in title now records ADMHC as lessee pursuant to a change of name after 1 December 2016, is to obtain a single consent letter from AAP or from AAP's solicitor.

If you wish to discuss this issue further before determining the issue please contact Helen Murray in this office.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Helen Murray'.

Chairman & Partner responsible:  
Mark Hickey  
e: mark.hickey@sparke.com.au

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

cc: Ms J Smith, General Counsel, Ausgrid

**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 | melbourne | newcastle | perth | sydney | upper hunter

HEMJBF1617342111

**KARIMBLA PROPERTIES (NO. 54) PTY LTD**

**A.C.N. 604 351 797**

Level 11, 528 Kent Street  
Sydney NSW 2000  
DX 1177 Sydney 2000  
Telephone : 9287 2888  
Fax : 9287 2835

22 June 2018

Registrar General  
NSW Land Registry Services  
Queens Square, 1 Prince Albert Road  
Sydney NSW 2000

**Caveator's consent to registration subdivision documents**

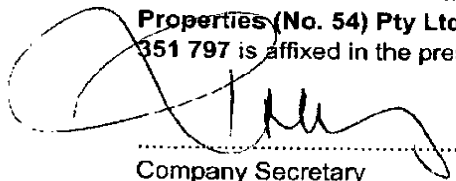
Karimbla Properties (No. 54) Pty Ltd ACN 604 351 797 as caveator over folio identifier 101/1241951 (**Property**) consents to the registration of the following documents:

1. Plan of Easement over Lot 101 in DP1241951 prepared by Aaron Douglas Millard of Ramsay Surveyors Pty Ltd (Surveyors Reference 8337-STRATUM-EASE)
2. Accompanying section 88B Instrument
3. Transfer Releasing Easement
4. Deed of Variation of Strata Management Statement SP94599
5. Request Form 11R to amend the Strata Management Statement registered with SP94599

If you require any additional information please contact our office.

Yours faithfully,

The common seal of Karimbla  
Properties (No. 54) Pty Ltd ACN 604  
351 797 is affixed in the presence of:



Company Secretary

**ROBYN McCULLY**

Name of Company Secretary (print)



Director

**JAMES SIALEPIS**

Name of Director (print)

# Central Brothers Pty Ltd

ABN: 67 610 565 538

39 Kent Road, Mascot NSW 2020

20 July 2018

The Registrar General  
NSW Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

**Folio 1/1221649**  
**Lease AM678268**  
**Shop 2, 39 Kent Road Mascot**

We refer to registered Lease AM678268.

We consent to the registration of:

1. Plan of Easement over Lot 101 in DP 1241951
2. Section 88b instrument
3. Transfer Releasing Easement
4. Request Form 11R
5. Deed of Variation of SMS – SP94599

Yours faithfully

*Shi Xian Zou*

SHI XIAN ZOU  
GENERAL MANAGER  
CENTRAL BROTHERS PTY LTD

# AAEG Pty Ltd

ABN: 41 613 260 227

39 Kent Road, Mascot NSW 2020

20 July 2018

The Registrar General  
NSW Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

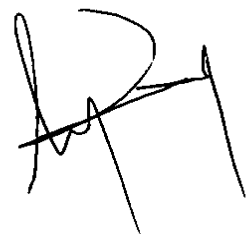
**Folio 1/1221649**  
**Lease AM875914**  
**Shop 1, 39 Kent Road Mascot**

We refer to registered Lease AM875914.

We consent to the registration of:

1. Plan of Easement over Lot 101 in DP 1241951
2. Section 88b instrument
3. Transfer Releasing Easement
4. Request Form 11R
5. Deed of Variation of SMS – SP94599

Yours faithfully



LIANG ZHONG  
DIRECTOR

To: The Registrar  
Land Registry Services NSW  
Queens Square Sydney NSW 200

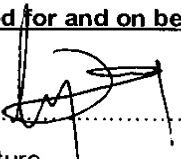
**Consent to Amendment to Strata Management Statement SP94599**

AAEG Pty Ltd A.C.N. 613 260 227, consents to:

1. The amendment of Strata Management Statement SP94599 22 May 2018 by inserting the following as a new clause 2.4: "Lot 101 DP1241951 will not be bound or affected by the Strata Management Statement."
2. The cancellation on the folio for Lot 101 DP1241951 of the notation that the lot is limited in stratum [Item 2 on the folio for Lot 101 DP1241951 Edition 1];
3. The cancellation on the folio for Lot 101 DP1241951 of the notation of the Strata Management Statement [Item 23 on the folio for Lot 101 DP1241951 Edition 1]; and
4. The cancellation on the folio for Lot 101 DP1241951 of the notation of the easements for sub-adjacent and lateral support and easement for shelter [Item 24 on the folio for Lot 101 DP1241951 Edition 1].

Dated: 28 JUNE 2018

**Signed for and on behalf of AAEG Pty Ltd:**

  
.....  
Signature

Liang ZONG  
.....  
Name [print]

DIRECTOR  
.....  
Office held



To: The Registrar  
Land Registry Services NSW  
Queens Square Sydney NSW 200

**Consent to Amendment to Strata Management Statement SP94599**

The Central Brothers Pty Ltd A.C.N. 610 565 538:

1. The amendment of Strata Management Statement SP94599 22 May 2018 by inserting the following as a new clause 2.4: "Lot 101 DP1241951 will not be bound or affected by the Strata Management Statement."
2. The cancellation on the folio for Lot 101 DP1241951 of the notation that the lot is limited in stratum [Item 2 on the folio for Lot 101 DP1241951 Edition 1];
3. The cancellation on the folio for Lot 101 DP1241951 of the notation of the Strata Management Statement [Item 23 on the folio for Lot 101 DP1241951 Edition 1]; and
4. The cancellation on the folio for Lot 101 DP1241951 of the notation of the easements for sub-adjacent and lateral support and easement for shelter [Item 24 on the folio for Lot 101 DP1241951 Edition 1].

Dated: 25 JUNE 2018

**Signed for and on behalf of The Central Brothers Pty Ltd**

..... Shi Xian Zou .....

Signature

..... SHI XIAN ZOU .....

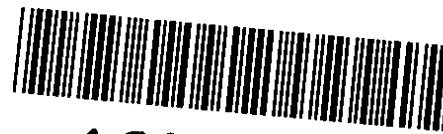
Name [print]

..... GENERAL MANAGER OF CENTRAL BROTHERS PTY LTD .....

Office held

Form: 13RU  
Release: 1  
www.lpi.nsw.gov.au

# RESTRICTION THE USE OF L/



## AC424311Q

New South Wales  
Section 88 Conveyancing Act 1919

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

(A) **TORRENS TITLE**

For the servient tenement
Folio Identifier 1/1081391

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
864L	TRUSSCOX LAWYERS DX123 SYDNEY Reference: RZC: 52812	R
	LLPN: 123623 X	

(C) **APPLICANT**

ING INDUSTRIAL CUSTODIAN PTY LIMITED (ABN 45 081 823 743)
---

(D) The applicant, being the registered proprietor of the servient tenement, applies to have a recording made in the Register of a deed of covenant made on 30 JUNE 2006 between the registered proprietor of the servient tenant and the registered proprietor of the dominant tenement a copy of which is annexed hereto marked 'A'

DATE 30 June 2006

(E)

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

Signature:

Signatory's name: SEE ANNEXURE 'B'  
Signatory's capacity: \_\_\_\_\_

(F) **CONSENT**

the \_\_\_\_\_ under \_\_\_\_\_ No. \_\_\_\_\_ hereby consents to this application.

Signature of witness:

Signature:

Name of witness: \_\_\_\_\_

Signatory's name: \_\_\_\_\_

Address of witness: \_\_\_\_\_




Signatory's capacity: \_\_\_\_\_

'A'

# Deed of restriction on use of land

---

AAL Aviation Limited (AAL Aviation)  
ING Industrial Custodian Pty Ltd (ING)

x   
x   


MinterEllison

LAWYERS

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY  
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123  
www.minterellison.com

# Deed of restriction on use of land

---

<b>Details</b>	<b>3</b>
<b>Agreed terms</b>	<b>4</b>
1. <b>Defined terms &amp; interpretation</b>	<b>4</b>
1.1. <b>Defined terms</b>	<b>4</b>
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---

## Details

---

### Date

### Parties

Name **Qantas Airways Limited ACN 009 661 901**  
ABN 16 009 661 901  
Short form name **Qantas**  
Role Registered proprietor of the Dominant Tenement  
Notice details 203 Coward Street, Mascot NSW 2020  
Facsimile (02) 9691 1154  
Attention Joanne Mills

Name **ING Industrial Custodian Pty Ltd**  
ABN 45 081 823 743  
Short form name **ING**  
Role Registered proprietor of the Servient Tenement  
Notice details Level 6, 345 George Street, Sydney NSW 2000  
Facsimile  
Attention

### Background

- A The Servient Owner must not use the Land or any part of the Land for the purpose of a Commercial Parking Station.
- B Each and every successor and assign of the Servient Owner must not use the Land or any part of the Land for the purpose of a Commercial Parking Station.

# Agreed terms

---

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this document:

**Commercial Parking Station** means a permanent commercial car parking facility where any or all of the car parking spaces are available in the ordinary course of business to members of the public for all-day parking on payment of a fee (as defined by Taxation Determination TD93/107).

**Council** means Botany Bay City Council.

**Dominant Owner** means the registered proprietor of Lot 1 in Deposited Plan 792885.

**Dominant Tenement** means the land comprised in Lot 1 in Deposited Plan 792885.

**Land** means the Servient Tenement.

**Related Body Corporate** has the meaning given to it by the *Corporations Act 2001* (Cth).

**Servient Owner** means the registered proprietor of Lot 1 in Deposited Plan 1081391.

**Servient Tenement** means the land comprised in Lot 1 in Deposited Plan 1081391.

## 2. Terms of restriction on use of the Land

### 2.1 Nature of the restriction

The Servient Owner must not use the Land or any part of the Land for the purpose of a Commercial Parking Station.

### 2.2 Nature of a Commercial Parking Station

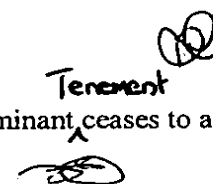
For the purposes of clause 2.1, a Commercial Parking Station includes a Commercial Parking Station that has not received development consent from the Council.

## 3. Restriction binding on successors in title

Each and every successor and assign of the Servient Owner must not use the Land or any part of the Land for the purpose of a Commercial Parking Station.

## 4. Term of the covenant

This deed will subsist until the date the registered proprietor of Dominant Tenement ceases to allow its employees to park their cars on the Dominant Tenement.

Tenement  


## 5. Release, variation, or modification

The terms of this deed cannot be varied, modified or released without the written consent of the Dominant Owner or any successors and assigns of the Dominant Owner.

## 6. Servient Owner may grant leases or licences

Notwithstanding any other provisions to the contrary, the Servient Owner may grant leases or licences, whether or not for a fee, for terms of any duration to corporations or incorporated or unincorporated associations (but not to natural persons) in respect of the whole or part of the Land for use for car parking by persons authorised by those corporations or associations.

## 7. Counterparts

This deed may be executed in any number of counterparts.

## 8. Governing law

This deed is governed by the law applicable in the State of New South Wales.

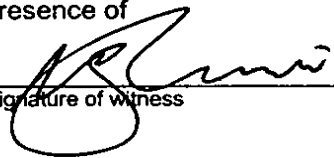
## 9. Limitation of Servient Owner's Liability

- (a) The Servient Owner enters into this deed as trustee of the Trust and in no other capacity.
- (b) Any liability or obligation of the Servient Owner arising under or in connection with this deed is limited and can be enforced against the Servient Owner only to the extent to which it can be satisfied out of the property of the Trust out of which the Servient Owner is actually indemnified for the liability under the Trust Deed.
- (c) The limitation of the Servient Owner's liability under this Clause 9 applies despite any other provision of this deed and extends to all liabilities and obligations of the Servient Owner in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) Despite any other provision of this deed, the Servient Owner is not obliged to do or refrain from doing anything under this deed unless the Servient Owner's liability is limited in the manner set out in this clause.
- (e) The Dominant Owner must not take any action of any kind against the Servient Owner in any capacity other than as the trustee of the Trust.
- (f) Despite any other provision of this deed:
  - (i) the limitation of the Servient Owner's liability under this clause 9 shall, subject to clause 9(f)(ii), not apply to any obligation or liability of the Servient Owner to the extent that it is not satisfied because there is a reduction in the extent of the Servient Owner's indemnification out of the assets of the Trust as a result of the Servient Owner's fraud, negligence or breach of trust; and
  - (ii) nothing in this clause 9 shall make the Servient Owner liable to any claim for an amount greater than the amount which the Dominant Owner would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if the Servient Owner's right of indemnification out of the assets of the Trust had not been prejudiced by fraud, negligence or breach of trust.
- (g) In this clause 9, the following words have these meanings:
  - (i) **Trust** means the Armstrong Jones Industrial Fund; and
  - (ii) **Trust Deed** means the instrument constituting the Trust.

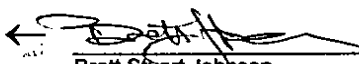
# Signing page

**EXECUTED** as a deed.

Signed by **Brett Stuart Johnson** as attorney for **Qantas Airways Limited** ABN 16 009 661 901 under power of attorney dated 30 November 1998 registered Book 4223 No. 493 in the presence of

  
\_\_\_\_\_  
Signature of witness

**NICHOLAS BRADRIBB**  
\_\_\_\_\_  
Name of witness (print)

  
\_\_\_\_\_  
Brett Stuart Johnson

Signed in my presence for and on behalf of **ING INDUSTRIAL CUSTODIAN PTY LIMITED (ABN 45 081 823 743)** by its attorneys:

**Tim Roger Lewis**  
and **Adrian Lawrence Astridge**


appointed pursuant to power of attorney

Book **4454**


No. **708**

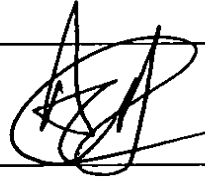
dated **25 Feb 2005**

who are personally known to me:

  
\_\_\_\_\_  
Signature of witness

**Rane George**  
\_\_\_\_\_  
Name of witness (print)

  
\_\_\_\_\_  
Signature of attorney

  
\_\_\_\_\_  
Signature of attorney

**LW 6345 George St Sydney**  
\_\_\_\_\_  
Address and occupation of witness (print)  
**Legal + Custody Admin.**

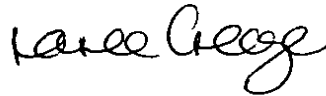


**Annexure "B"**

This is the Annexure <sup>B</sup>"~~A~~" referred to in a Restriction on the Use of Land for ING Industrial Custodian Pty Limited (ABN 45 081 823 743) (*Applicant*)

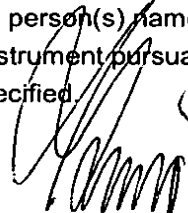
Dated: 30 June 2006

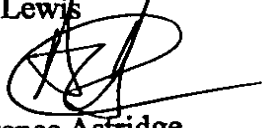
I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: *x* 

Name of witness: *x* **Lance George**  
Address of witness: *x*  
*LV 6, 315 George St  
Sydney*

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of Attorney: *x*   
Attorney's name: *x* **Tim Roger Lewis**

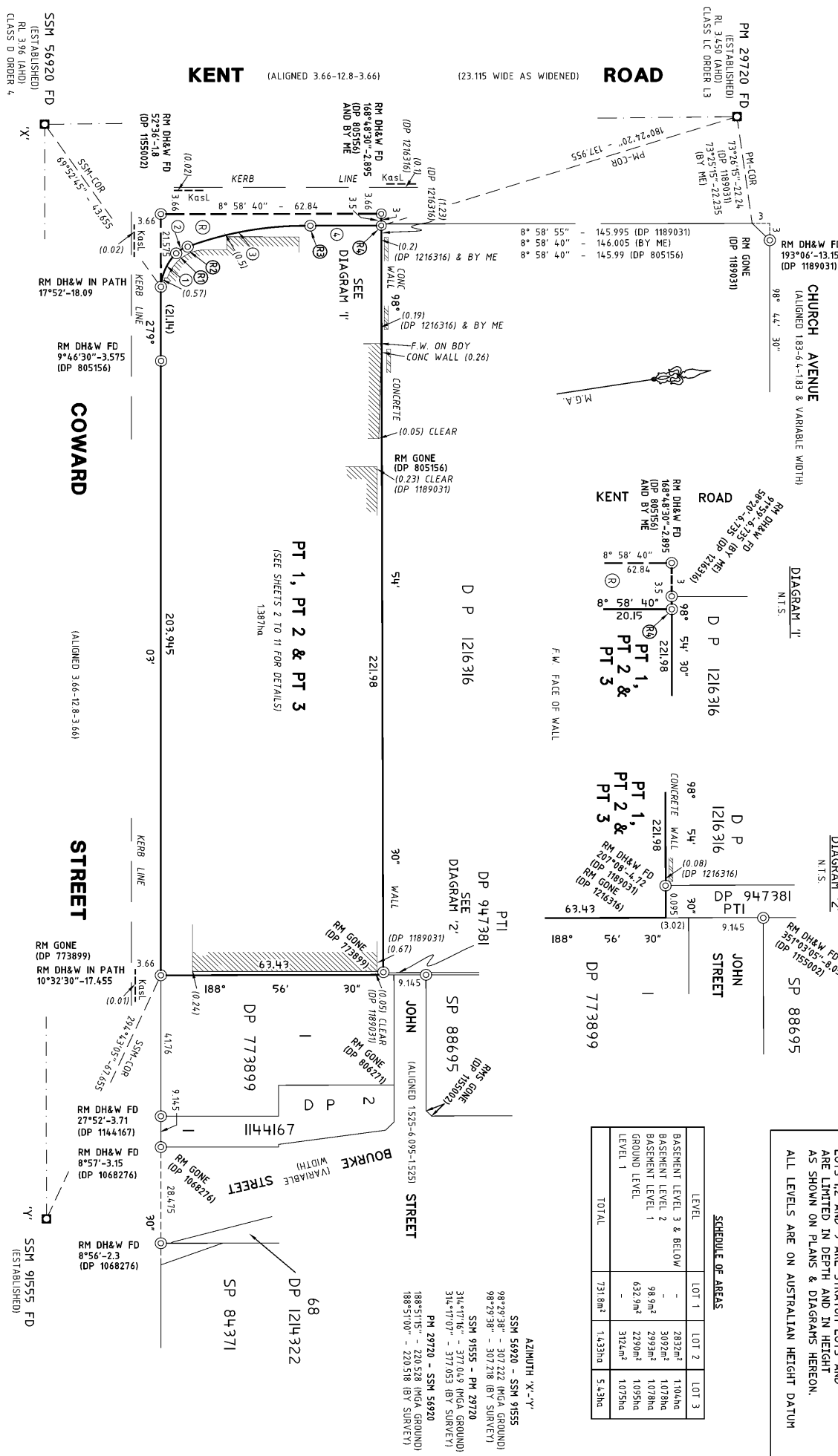
Signature of Attorney: *x*   
Attorney's name: **Adrian Lawrence Astridge**

Signing on behalf of: **ING INDUSTRIAL  
CUSTODIAN PTY LIMITED  
(ACN 081 823 743)**

Power of attorney - Book: *x* **4454**  
- No.: *x* **708**



SEE SHEETS 2 TO 10 FOR DETAILS OF LOTS AND EASEMENTS



**SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 6(12)**

MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER
PM 29720	332151.173	62LS009.273	8	2
SM 56920	332171.231	62LS479.385	8	2
SM 91555	332221.068	62LS474.009	8	2

COMBINED SEA LEVEL SCALE FACTOR = 0.999943

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCINS  
21 DECEMBER 2015

**Surveyor:** RODNEY SCOTT FITZGERALD  
**Date of Survey:** 29 MARCH 2016  
**Surveyor's Ref:** 7987/12

**PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND LOT 1  
 IN DP 805156**

**LG:** BAYSIDE  
**Locality:** MASCOT  
**Subdivision No:** 16-019 SCI

**Registered:** 5.12.2016

**DP1221649**

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	1
2	335°27'05"	4.271	2.723	1
3	358°41'55"	36.535	36.67	93.78
4	85°04'40"	20.25		

**SCHEDULE OF REFERENCE MARKS**

No	MARK	BEARING	DISTANCE
R1	DH&W PATH	57°20'05"	4.215
R2	DH&W PATH	91°54'43"	4.665
R3	DH&W TOP KB	114°44'35"	7.26
R4	DH&W TOP KB	149°49'05"	3.52

**SCHEDULE OF AREAS**

LEVEL	LOT 1	LOT 2	LOT 3
BASEMENT LEVEL 3 & BELOW	-	2832m <sup>2</sup>	1104m <sup>2</sup>
BASEMENT LEVEL 2	-	3092m <sup>2</sup>	1107m <sup>2</sup>
BASEMENT LEVEL 1	98.9m <sup>2</sup>	2993m <sup>2</sup>	1078m <sup>2</sup>
GROUND LEVEL	632.9m <sup>2</sup>	2290m <sup>2</sup>	1095m <sup>2</sup>
LEVEL 1	-	3124m <sup>2</sup>	1075m <sup>2</sup>
TOTAL	731.8m <sup>2</sup>	1433m <sup>2</sup>	543m <sup>2</sup>

LOTS 1, 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HERON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

**AZIMUTH 'X'-Y'**

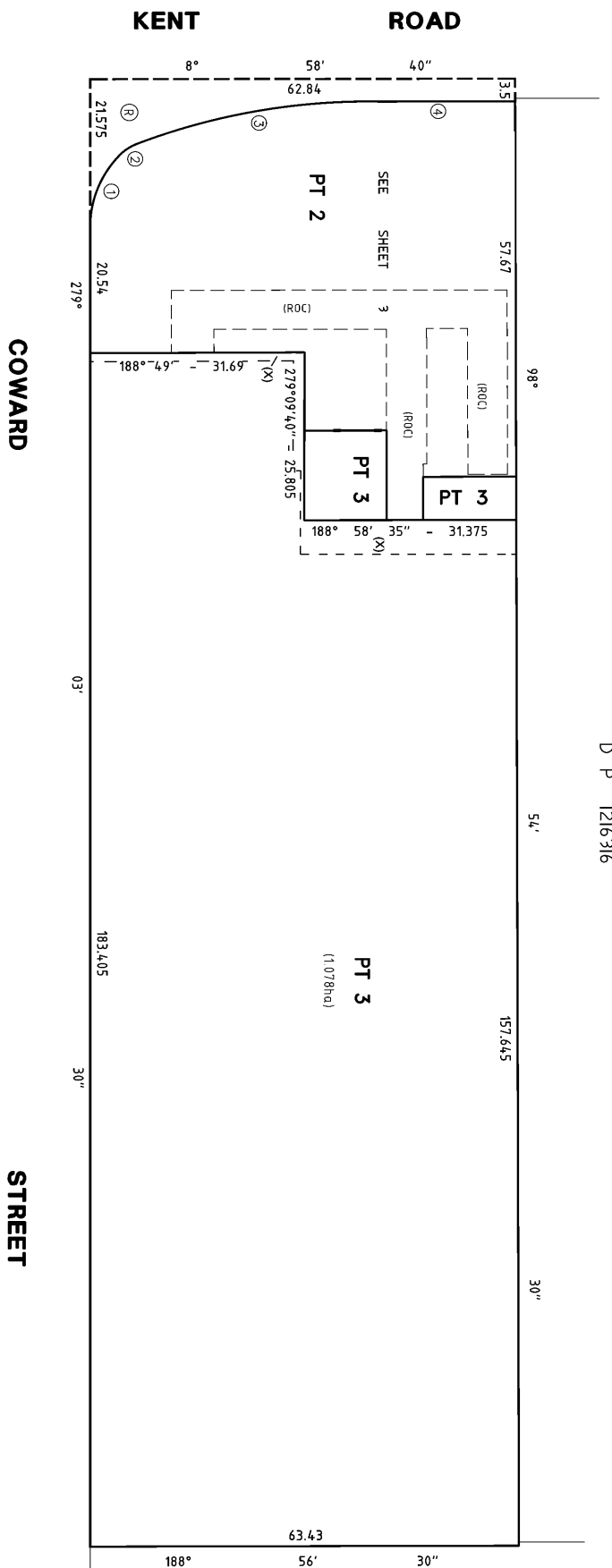
SM 56920 - SM 91555  
 98°29'38" - 307'222 (HQA GROUND)  
 98°29'38" - 307'218 (BT SURVEY)

SM 91555 - PM 29720  
 314°\*7'16" - 377.019 (MGA GROUND)  
 314°\*7'07" - 377.053 (BY SURVEY)

PM 29720 - SM 56920  
 188°51'15" - 220.528 (MGA GROUND)  
 188°51'00" - 220.518 (BT SURVEY)

**BASEMENT LEVEL 3 AND BELOW**  
 UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL -1.83 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



D P 1216316

DP 773899

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	335°27'05"	2.71	2.73	7
3	358°41'15"	36.435	36.67	93.78
4	8°58'40"	20.25		

- (R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m<sup>2</sup>)
- (ROC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM
- (X) RESTRICTION ON THE USE OF LAND - AC424311

Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7987/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SCI

Registered:  
 5.12.2016

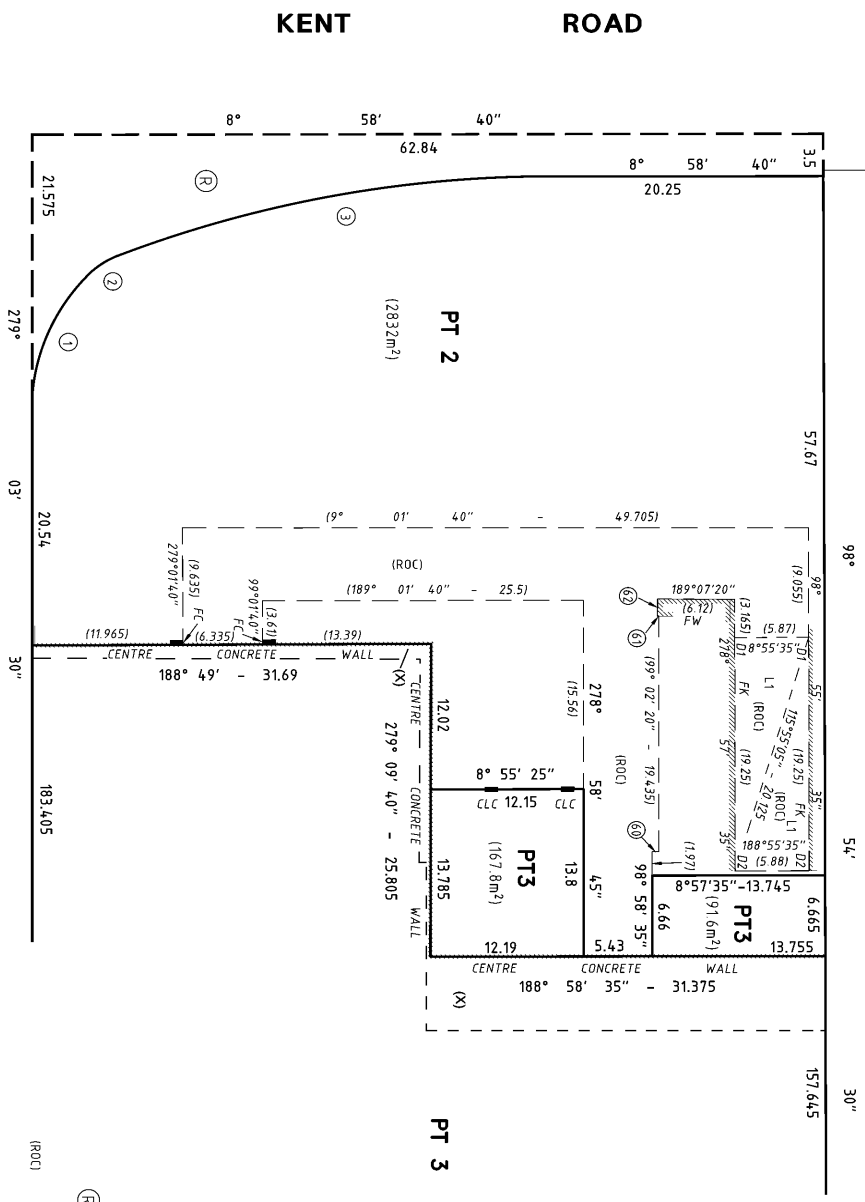
DP1221649

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



**BASEMENT LEVEL 3 AND BELOW**  
 UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL -1.83 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO.	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	335°27'05"	2.71	2.73	7
3	358°41'15"	36.435	36.67	93.78
60	188°58'35"	0.53		
61	9°02'20"	0.095 F.W.		
62	99°26'55"	1.395 F.W.		

F.W. FACE OF WALL  
 F.K. FACE OF CONCRETE KERB  
 F.C. FACE OF COLUMN  
 C.L.C. CENTRELINE OF COLUMN

**TABLE 1 OF DEPTH LIMITATIONS**

LOCATION	LEVEL
D1	-4.48
D2	-1.83

- (R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m²)
- (L1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL -4.48 AND LIMITED IN HEIGHT TO RL -2.38 UNLESS OTHERWISE SHOWN
- (X) LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN ON TABLE 1 AND LIMITED IN HEIGHT TO 2.1 ABOVE THOSE LEVELS
- (X) RESTRICTION ON THE USE OF LAND - ACQ24311

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

Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7987/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SC1  
 Lengths are in metres. Reduction Ratio 1:300

Registered:  
 5.12.2016

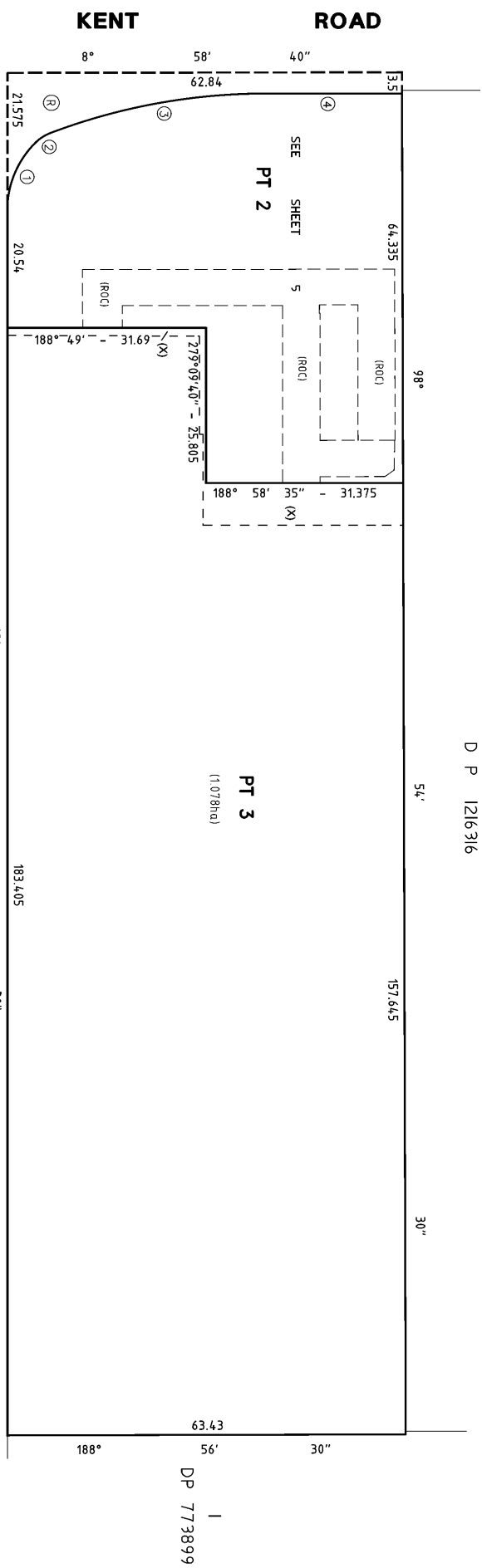
DP1221649



LIMITED IN DEPTH TO RL -1.83 AND LIMITED IN HEIGHT TO RL 0.84 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

**BASEMENT LEVEL 2**

LOTS 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC RADIUS
1	303°07'30"	11.035	11.245
2	335°27'05"	2.771	2.73
3	338°41'15"	36.435	7
4	8°38'40"	20.235	36.67

- (X) RESTRICTION ON THE USE OF LAND - ACQ24311
- (R) ROAD WIDENING 3.5' WIDE & VARIABLE WIDTH (360.6m<sup>2</sup>)
- (R) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM

Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7987/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SC1

Registered: 5.12.2016

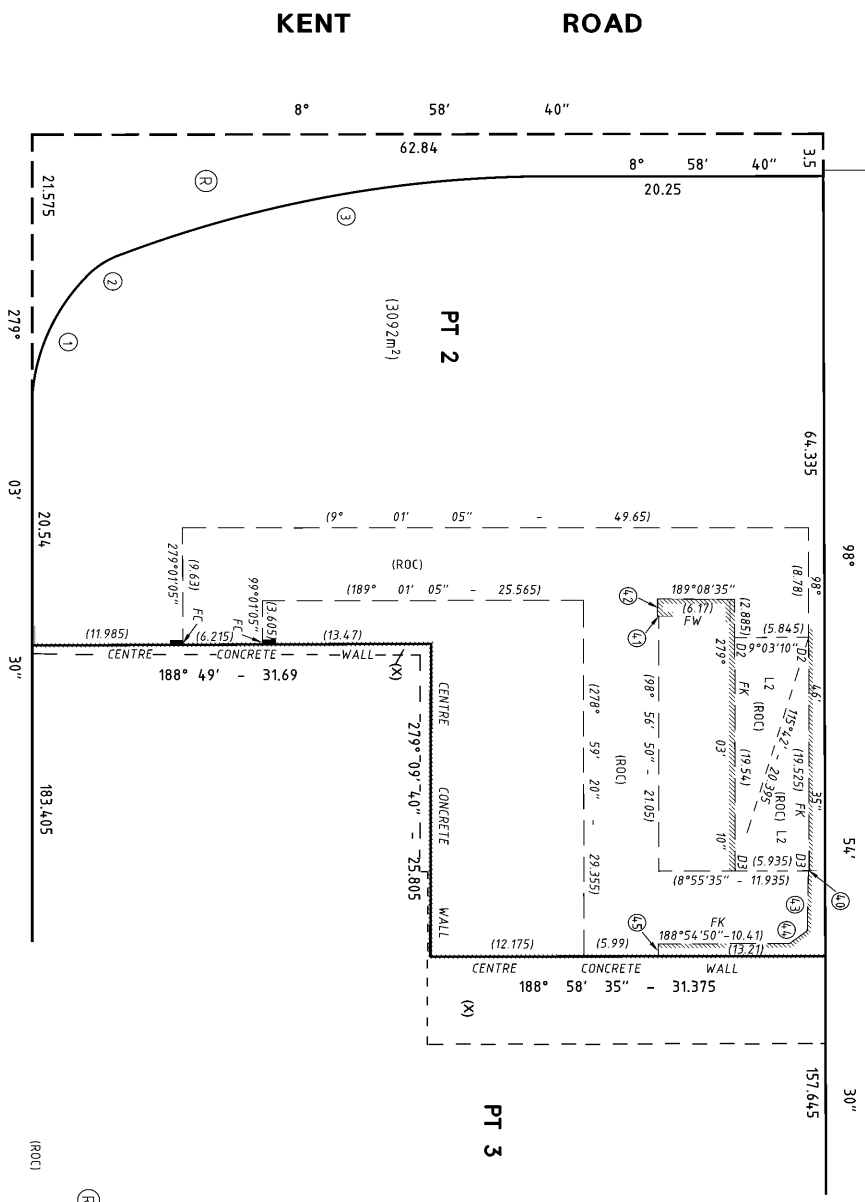
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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



**BASEMENT LEVEL 2**  
 LIMITED IN DEPTH TO RL -1.83 AND LIMITED IN HEIGHT TO RL 0.84 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 2 & 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No.	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	335°27'05"	2.71	2.73	7
3	358°41'15"	36.435	36.67	93.78
4.0	8°55'35"	0.055		
4.1	8°56'50"	0.075 FW		
4.2	98°57'05"	1.395 FW		
4.3	100°13'40"	4.945 FK		
4.4	152°06'05"	1.765 FK		
4.5	98°56'50"	1.025		

**TABLE 2 OF DEPTH LIMITATIONS**

LOCATION	LEVEL
D2	-1.83
D3	0.84

- (R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m<sup>2</sup>)
- (ROC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO -1.83 AND LIMITED IN HEIGHT TO RL 0.21 UNLESS OTHERWISE SHOWN.
- L2 LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN ON TABLE 2 AND LIMITED IN HEIGHT TO 2.1 ABOVE THOSE LEVELS.
- (X) RESTRICTION ON THE USE OF LAND - AC424311

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

Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7987/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SC1  
 Lengths are in metres. Reduction Ratio: 1:300

Registered:  
 5.12.2016

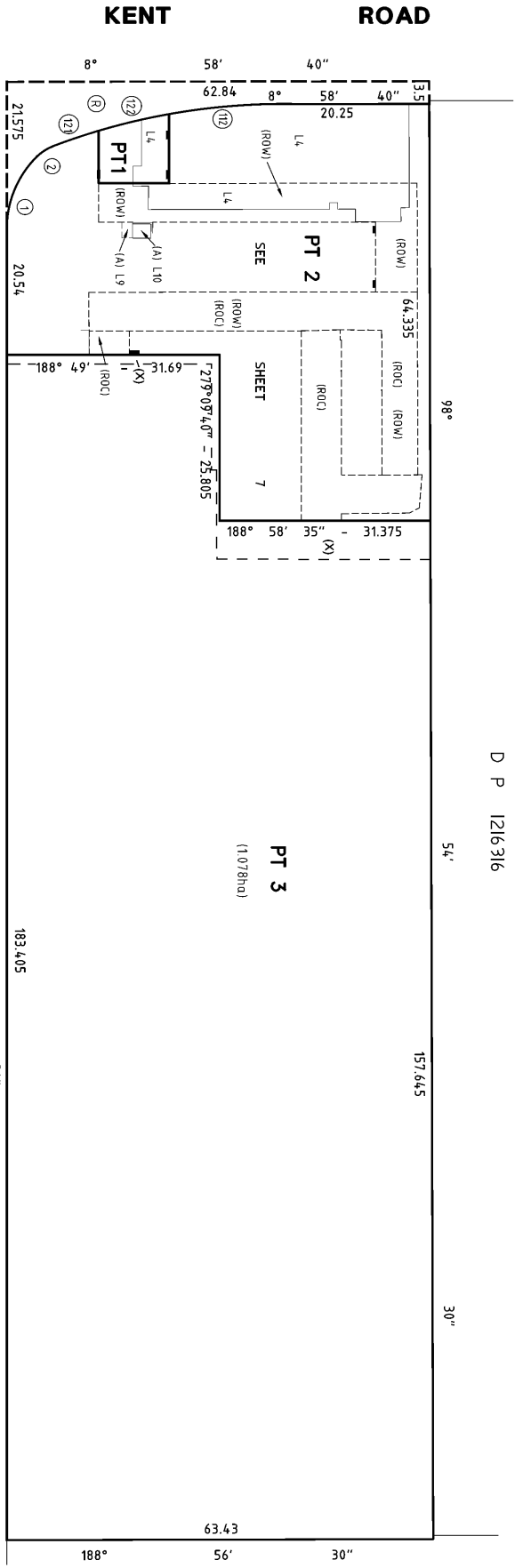
DP1221649



LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 4.1 UNLESS OTHERWISE STATED  
REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

**BASEMENT LEVEL 1**

LOTS 1,2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.  
ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	335°27'05"	2.71	2.73	7
112	4°13'15"	18.525	18.555	93.78
121	349°43'10"	7.31	7.31	93.78
122	355°00'45"	10.56	10.565	93.78

**COWARD STREET**

- (X) RESTRICTION ON THE USE OF LAND - AC2424311
- (R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m<sup>2</sup>)
- (ROC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO 0.84 AND LIMITED IN HEIGHT TO RL 2.94 UNLESS OTHERWISE SHOWN.
- (ROW) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO 0.84 AND LIMITED IN HEIGHT TO RL 2.94 UNLESS OTHERWISE SHOWN.
- (A) L9 EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 2.94.
- (A) L10 EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 4.1.
- L4 LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 3.87

Surveyor: RODNEY SCOTT FITZGERALD  
Date of Survey: 29 MARCH 2016  
Surveyor's Ref: 7987/12

PLAN OF SUBDIVISION OF LOT 1  
IN DP 1081391 AND  
LOT 1 IN DP 805156

LGA: BAYSIDE  
Locality: MASCOT  
Subdivision No: 16-019 SCI

Registered: 5.12.2016

DP1221649

SCHEDULE OF SHORT & CURVED BOUNDARIES

NO	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	335°27'05"	2.771	2.73	7
100	188°42'25"	1.25		
101	98°42'25"	2.13		
102	278°48'15"	1.97		
103	278°48'15"	2.62		
104	188°56'55"	1.01		
105	278°56'55"	1.01		
106	188°56'55"	1.21		
107	188°56'55"	6.21		
108	188°56'55"	2.585		
109	188°56'55"	3.63		
110	278°57'55"	3.63		
111	188°42'25"	16.225		
112	8°51'05"	1.295		
113	8°51'05"	1.955		
114	100°00'50"	0.1955		
115	8°58'45"	1.555		
116	8°58'45"	3.255		
117	98°40'20"	3.255		
118	103°40'25"	5.135		
119	168°19'00"	1.69		
120	98°58'45"	1.08		
121	364°94'30"	7.31		
122	355°15'10"	10.8		
123	357°16'15"	14.2		
		7.31	93.78	
		10.805	93.78	
		14.2	93.78	

FM FACE OF CONCRETE WALL  
 FK FACE OF CONCRETE KERB  
 FC FACE OF COLUMN  
 FB FACE OF BRICK WALL  
 CLC CENTRELINE OF COLUMN



**BASEMENT LEVEL 1**  
 LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 4.1 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 1, 2 & 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

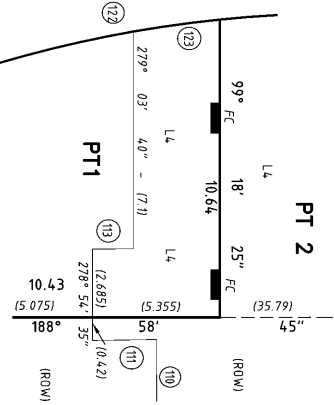
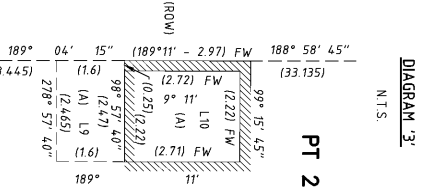
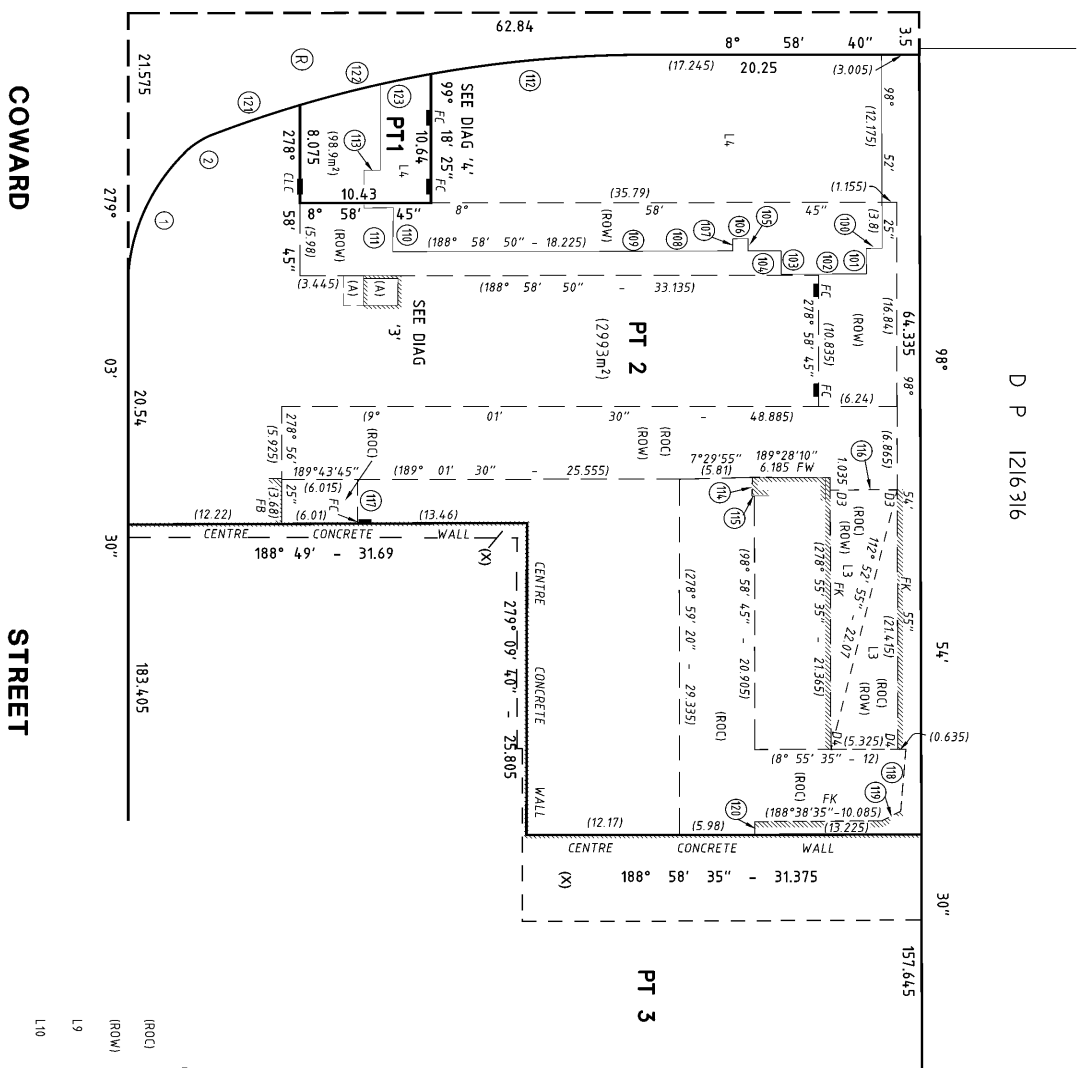


TABLE 3 OF DEPTH LIMITATIONS

LOCATION	LEVEL
D3	0.84
D4	4.1

(R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m<sup>2</sup>)  
 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO 0.84 AND LIMITED IN HEIGHT TO RL 2.94 UNLESS OTHERWISE SHOWN.  
 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO 0.84 AND LIMITED IN HEIGHT TO RL 2.94 UNLESS OTHERWISE SHOWN.  
 EASEMENT FOR ACCESS VARIABLE WIDTHS NOTED (A) LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 2.94.  
 EASEMENT FOR ACCESS VARIABLE WIDTHS NOTED (A) LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 4.1.  
 LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN ON TABLE 3 AND LIMITED IN HEIGHT TO Z1 ABOVE THOSE LEVELS.  
 LIMITED IN DEPTH TO RL 0.84 AND LIMITED IN HEIGHT TO RL 3.87 RESTRICTION ON THE USE OF LAND - ACQ24311

**COWARD STREET**

**KENT ROAD**

Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7987/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SCI

Registerd:  
 5.12.2016

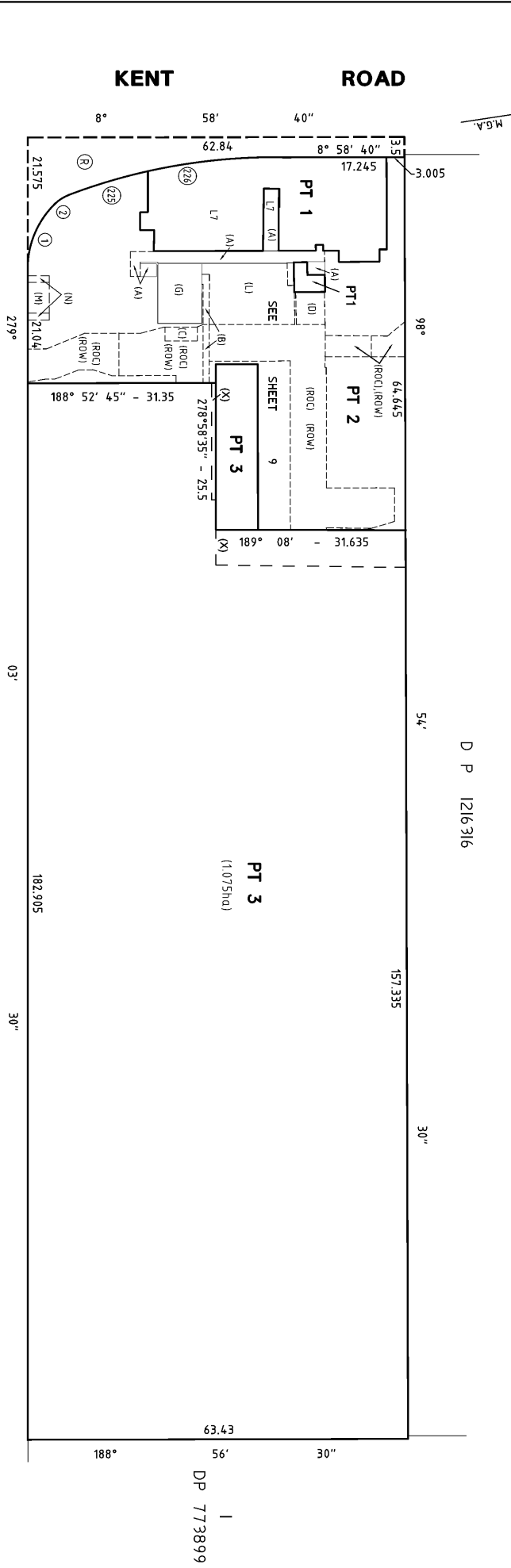
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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



**GROUND LEVEL**  
 LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 8.6 UNLESS OTHERWISE SHOWN  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 1, 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



**COWARD**

**STREET**

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	335°27'05"	2.71	2.73	7
225	351°44'15"	13.9	13.915	93.78
226	2°56'20"	22.7	22.755	93.78

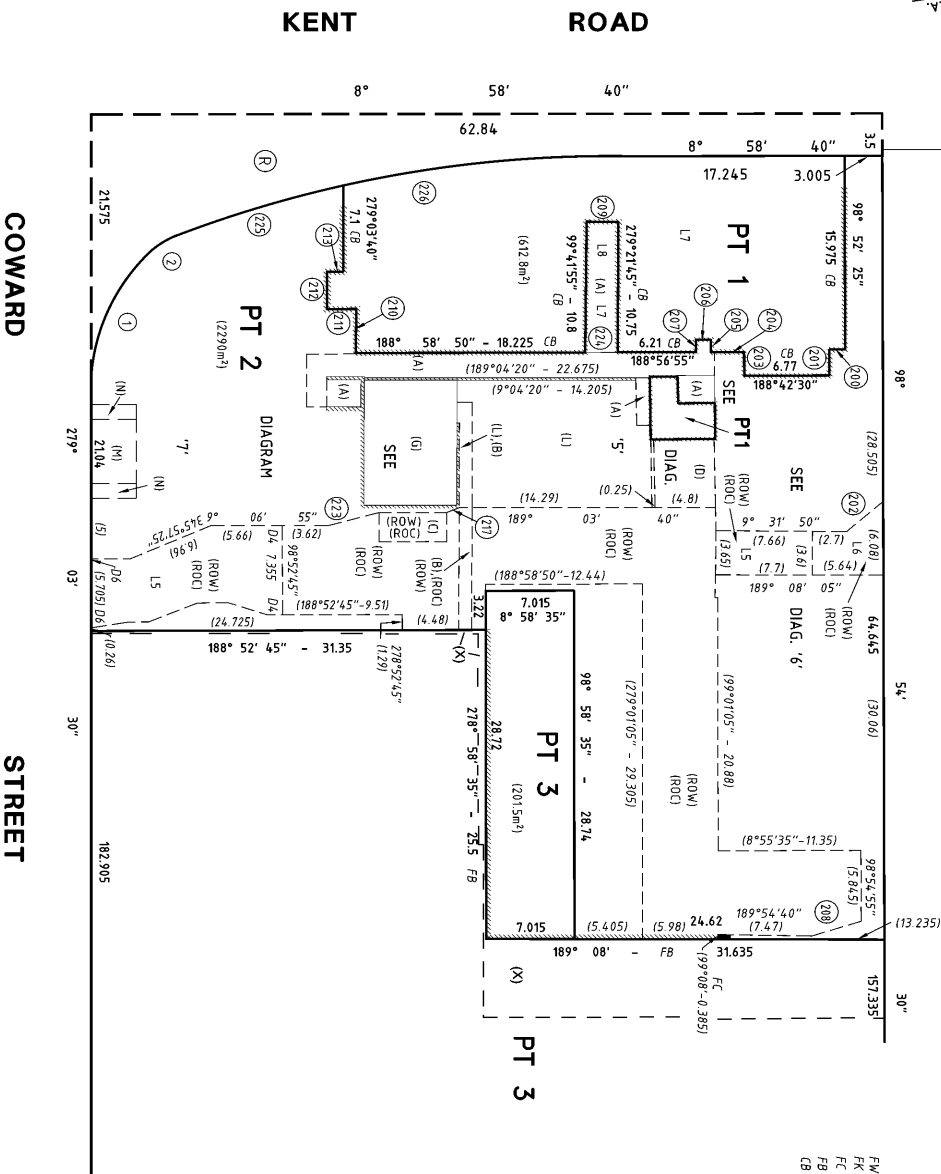
- (A) EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 8.6 UNLESS OTHERWISE STATED
- (B) EASEMENT FOR ACCESS 1025 AND 1205 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (C) EASEMENT FOR COURIER BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (D) EASEMENT FOR CARWASH 4.8 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (E) EASEMENT FOR GARBAGE VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (F) EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (G) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6 UNLESS OTHERWISE STATED
- (H) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH LIMITED IN DEPTH TO RL 3.19 AND LIMITED IN HEIGHT TO RL 7.5
- (I) RIGHT OF CARRIAGEWAY 1.2 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 7.5
- (J) RESTRICTION ON THE USE OF LAND - AC2424311

(R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m<sup>2</sup>)  
 L7 LIMITED IN DEPTH TO RL 3.87 AND LIMITED IN HEIGHT TO RL 8.6

Surveyor: <b>RODNEY SCOTT FITZGERALD</b> Date of Survey: <b>29 MARCH 2016</b> Surveyor's Ref: <b>7987/12</b>	<b>PLAN OF SUBDIVISION OF LOT 1 IN DP 1081591 AND LOT 1 IN DP 805156</b>	LGA: <b>BAYSIDE</b> Locality: <b>MASCOT</b> Subdivision No: <b>16-019 SCI</b>	Registered: <b>5.12.2016</b>	<b>DP1221649</b>
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**GROUND LEVEL**  
 LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 8.6 UNLESS OTHERWISE SHOWN  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS  
 SEE DIAGRAMS ON SHEET 10

LOTS 1, 2 AND 3 ARE STRUTTY LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



D P 1216316

**TABLE 4 OF DEPTH LIMITATIONS**

LOCATION	LEVEL
D4	4.1
D8	4.37

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	DISTANCE	ARC	RADIUS
1	30°40'30"	11.035	11.265	16
2	335°27'05"	2.71	2.73	7
200	188°4'25"	1.25	CB	
201	98°4'25"	2.13	CB	
202	328°32'55"	3.84	CB	
203	278°28'15"	1.97	CB	
204	188°56'55"	2.62	CB	
205	278°56'55"	1.01	CB	
206	188°56'55"	1.21	CB	
207	98°56'55"	1.01	CB	
208	171°52'20"	4.09	CB	
209	188°4'155"	2.525	CB	
210	279°57'55"	3.63	CB	
211	188°14'05"	3.335	CB	
212	278°54'35"	3.065	CB	
213	8°58'05"	1.225	CB	
214	346°43'05"	4.05	CB	
215	351°44'15"	2.585	CB	
222	188°30'20"	13.9	CB	
226	2°56'20"	22.7	CB	

- (A) EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6 UNLESS OTHERWISE STATED
- (B) EASEMENT FOR ACCESS 1025 & 1205 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (C) EASEMENT FOR COURIER BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (D) EASEMENT FOR CARWASH 4.8 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (E) EASEMENT FOR GARAGE VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (F) EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (G) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6 UNLESS OTHERWISE STATED
- (H) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6 UNLESS OTHERWISE STATED
- (I) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH LIMITED IN DEPTH TO RL 3.19 AND LIMITED IN HEIGHT TO RL 7.5
- (J) RIGHT OF CARRIAGEWAY 1.2 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 7.5
- (K) RESTRICTION ON THE USE OF LAND - AC294311

- L1 LIMITED IN DEPTH TO RL 3.87 AND LIMITED IN HEIGHT TO RL 8.6
- L2 EASEMENT FOR ACCESS VARIABLE WIDTHS NOTED (A) LIMITED IN DEPTH TO RL 3.87 AND LIMITED IN HEIGHT TO RL 6.37
- L3 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN IN TABLE 4 AND LIMITED IN HEIGHT TO 2.5 ABOVE THOSE LEVELS
- L4 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.9
- L5 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN IN TABLE 4 AND LIMITED IN HEIGHT TO 2.5 ABOVE THOSE LEVELS
- L6 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.9

(R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m²)



Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7967/12

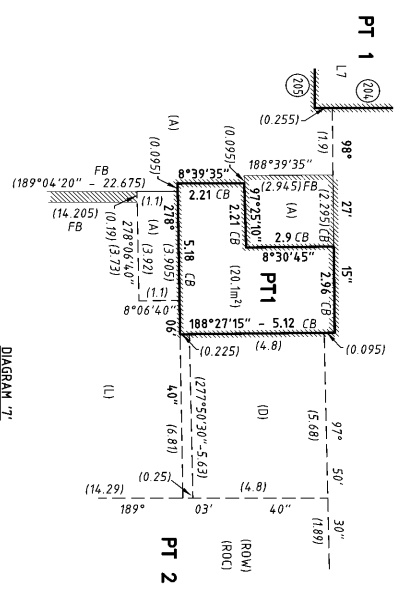
PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SCI

Registered:  
 5.12.2016

DP1221649

DIAGRAM 5  
N.T.S.



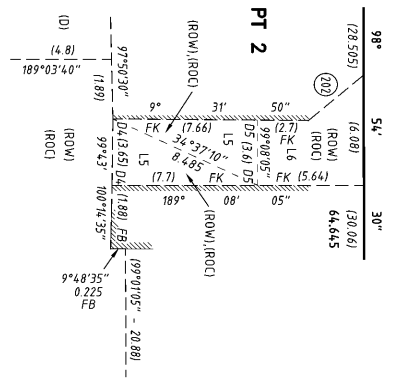
LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 8.6 UNLESS OTHERWISE SHOWN  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

GROUND LEVEL DIAGRAMS

TABLE 5 OF DEPTH LIMITATIONS

LOCATION	LEVEL
D4	4.1
D5	4.4
D6	4.37
D7	4.12
D8	4.175
D9	4.22
D10	4.29
D11	4.32
D12	4.34
D13	4.24

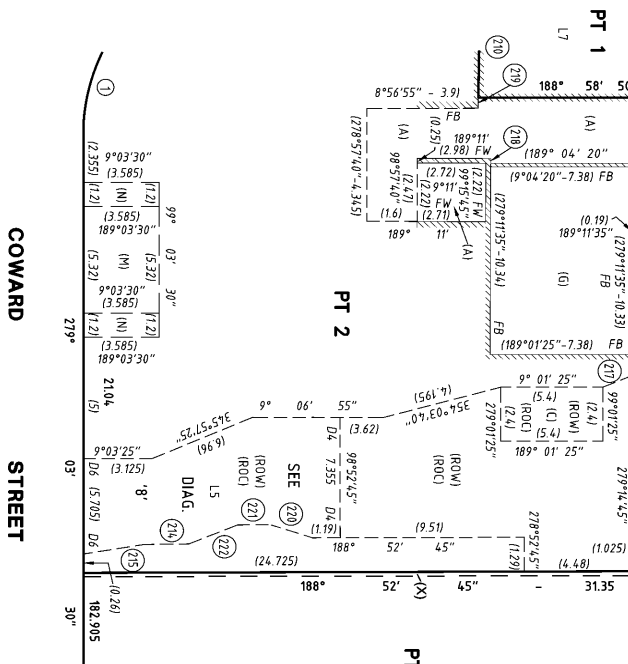
DIAGRAM 6  
OF (ROW) & (ROC)  
N.T.S.



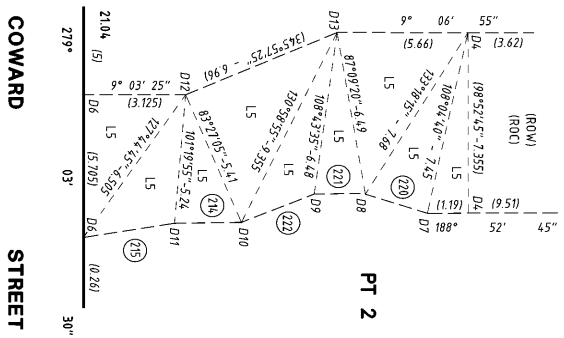
D P 1216316

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	76
202	328°22'55"	3.84		
204	108°58'35"	2.82	69	
205	108°58'35"	3.81	CB	
210	278°51'35"	2.82	FK	
214	108°13'35"	1.685	FK	
215	108°13'35"	2.82	FK	
217	97°11'35"	1.225		
217	345°43'05"	1.055		
218	279°03'50"	0.075	FM	
219	279°57'55"	0.085		
220	206°51'55"	3.31	FK	
221	188°11'15"	2.43	FK	
222	167°08'50"	4.16	FK	



COWARD STREET



COWARD STREET

- L5 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO AN INCLINED PLANE AS SHOWN IN TABLE 5 AND LIMITED IN HEIGHT TO 2.5 ABOVE THOSE LEVELS
- L6 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.9
- L7 LIMITED IN DEPTH TO RL 3.87 AND LIMITED IN HEIGHT TO RL 8.6
- (A) EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6 UNLESS OTHERWISE STATED
- (B) EASEMENT FOR ACCESS 1.025 & 1.205 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (C) EASEMENT FOR COURIER BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (D) EASEMENT FOR CARWASH 4.8 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (E) EASEMENT FOR GARAGE VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (F) EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6
- (G) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH LIMITED IN DEPTH TO RL 3.19 AND LIMITED IN HEIGHT TO RL 7.5
- (H) RIGHT OF CARRIAGEWAY 1.2 WIDE LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 7.5
- (I) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6 UNLESS OTHERWISE STATED
- (J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 6.6 UNLESS OTHERWISE STATED

(X) RESTRICTION ON THE USE OF LAND - ACQ24311

FW FACE OF CONCRETE WALL  
 FB FACE OF BRICK WALL  
 CB CENTRE OF CONCRETE WALL 0.19 WIDE

Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7967/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SCI

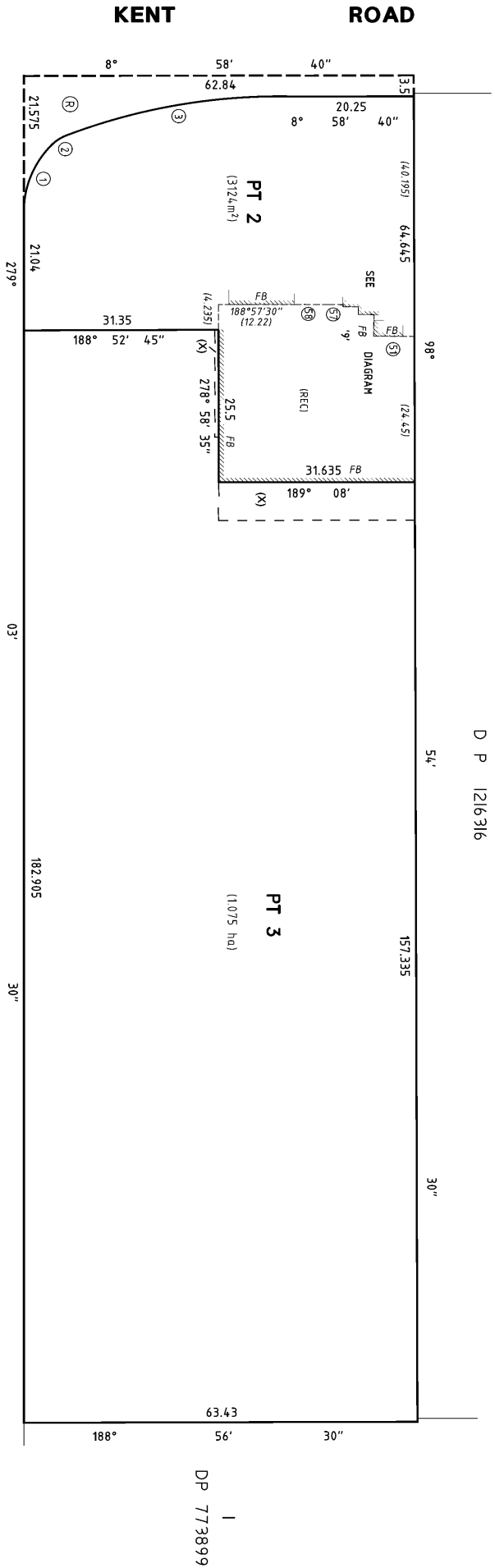
Registered:  
 5.12.2016

DP1221649



**LEVEL 1 AND ABOVE**  
 LIMITED IN DEPTH TO RL 8.6 AND UNLIMITED IN HEIGHT UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

LOTS 2 AND 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

No	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	335°27'05"	2.71	2.73	7
3	358°41'15"	36.435	36.67	93.78
51	189°24'35"	6.56		
52	279°14'35"	3.615		
53	188°57'50"	2.49		
54	279°14'55"	1.315		
55	188°50'50"	2.465		
56	279°07'15"	0.33		
57	189°36'15"	2.205		
58	189°29'10"	5.69		

- (X) RESTRICTION ON THE USE OF LAND - ACQ24311
- (R) ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH (360.6m²) RIGHT TO USE COMMONAL AREA VARIABLE WIDTH LIMITED IN DEPTH TO RL 8.6 & LIMITED IN HEIGHT TO RL 11.2

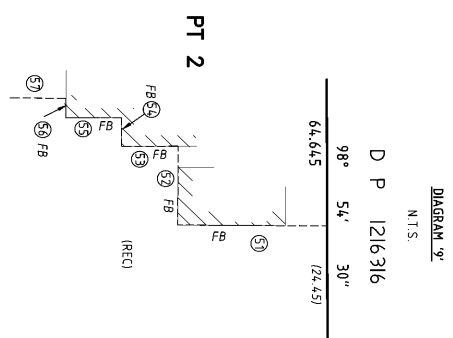
Surveyor: RODNEY SCOTT FITZGERALD  
 Date of Survey: 29 MARCH 2016  
 Surveyor's Ref: 7987/12

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND  
 LOT 1 IN DP 805156

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 16-019 SCI

Registered: 5.12.2016


DP1221649



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

**PLAN FORM 6A (2016) WARNING: Breaching or Falsifying will lead to rejection**

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 5 sheet(s)

**Registered:**  5.12.2016 Office Use Only

**Title System:** TORRENS

**Purpose:** SUBDIVISION

**DP1221649 (E)**

**PLAN OF** SUBDIVISION OF LOT 1  
 IN DP 1081391 AND LOT 1  
 IN DP 805156

**LGA:** ~~BOTANY BAY~~ BAYSIDE  
**Locality:** MASCOT  
**Parish:** BOTANY  
**County:** CUMBERLAND

**Crown Lands NSW/Western Lands Office Approval**

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

Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

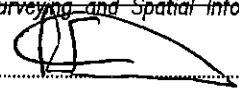
**SURVEY CERTIFICATE**

I, RODNEY SCOTT FITZGERALD  
RAMSAY SURVEYORS PTY LTD  
 of PO BOX 9082 HARRIS PARK 2150  
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

\* (a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 29 MARCH 2016.

\* (b) ~~The part of the land shown in the plan (\* being/excluding~~  
<sup>^</sup>.....  
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on .....~~ the part not surveyed was compiled in accordance with that Regulation.

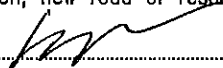
\* (c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*,~~

Signature:  Dated 14/4/2016  
 Surveyor ID: 7469  
 Datum Line: ..... 'X'-'Y'  
 TYPE: \*Urban /~~\*Rural~~  
 The terrain is \*Level-Undulating/ ~~\*Steep-Mountainous~~

\*Strike through if Inapplicable  
 ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

**Subdivision Certificate**

I, Heather Warton  
 \*Authorised Person/ ~~\*General Manager/ \*Accredited Certifier~~, certify that the provisions of s. 109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:   
 Accreditation No : .....  
 Consent Authority: BAYSIDE COUNCIL  
 Date of Endorsement: 21 October 2016  
 Subdivision Certificate No: 16-019 SC1  
 File No. : DA 16-019

\*Strike through if Inapplicable

STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves

IT IS INTENDED TO DEDICATE THE ROAD WIDENING 3.5 WIDE & VARIABLE WIDTH TO THE PUBLIC AS PUBLIC ROAD.

Plans used in preparation of survey/compilation.

DP 1081391  
 DP 805156  
 DP 1144167  
 DP 1068276  
 DP 1155002  
 DP 1189031  
 DP 1216316


if space is insufficient use PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

**SURVEYOR'S REF:** 7967/12

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 5 sheet(s)

Registered:  5.12.2016 Office Use Only

Office Use Only

**DP1221649**

**PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND LOT 1  
 IN DP 805156**

This sheet is for the provision of the following information as required:  
 • A schedule of lots and addresses -See 60(c) *SSI Regulation 2012*  
 • Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*  
 • Signatures and seals -See 195D *Conveyancing Act 1919*  
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 16-019 SC1  
 Date of Endorsement: 21 OCT 2016

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	NA	KENT	ROAD	MASCOT
2	NA	KENT	ROAD	MASCOT
3	NA	COWARD	STREET	MASCOT

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
2. EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT
3. EASEMENT FOR EMERGENCY ~~EGRESS~~ <sup>ACCESS</sup> AFFECTING THE WHOLE OF THE LOT
4. EASEMENT FOR ACCESS VARIABLE WIDTHS LIMITED IN STRATUM (A)
5. EASEMENT FOR ACCESS 1.025 & 1.205 WIDE LIMITED IN STRATUM (B)
6. EASEMENT FOR COURIER BAY VARIABLE WIDTH LIMITED IN STRATUM (C)
7. EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN STRATUM (L)
8. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (ROC)
9. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (ROW)
10. RIGHT TO USE COMMUNAL AREA VARIABLE WIDTH LIMITED IN STRATUM (REC)
11. EASEMENT FOR GARBAGE VARIABLE WIDTH LIMITED IN STRATUM (G)
12. EASEMENT FOR CARWASH 4.8 WIDE LIMITED IN STRATUM (D)
13. EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT
14. EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LOT
15. EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF THE LOT
16. EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF THE LOT.
17. POSITIVE COVENANT
18. RESTRICTION ON THE USE OF LAND
19. POSITIVE COVENANT
20. RESTRICTION ON THE USE OF LAND
21. EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (M)
22. RIGHT OF CARRIAGEWAY 1.2 WIDE LIMITED IN STRATUM (N)

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 7967/12

10.7.2018




EASEMENT NO. 3 AMENDED VIDE 2018-993

PLAN FORM 6A (2013)

WARNING: Creasing or Folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:  5.12.2016 Office Use Only

Office Use Only

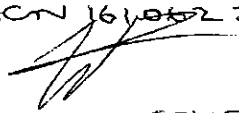
DP1221649

PLAN OF SUBDIVISION OF LOT 1  
 IN DP 1081391 AND LOT 1  
 IN DP 805156

This sheet is for the provision of the following information as required:  
 • A schedule of lots and addresses -See 60(c) SSI Regulation 2012  
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
 • Signatures and seals -See 195D Conveyancing Act 1919  
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 16-019 SCI  
 Date of Endorsement: 21 OCT 2016

CERTIFIED AS CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 AND EXECUTED ON BEHALF OF THE COMPANY NAMED BELOW BY THE AUTHORIZED PERSON WHOSE SIGNATURE APPEARS BELOW PURSUANT TO THE AUTHORITY SPECIFIED  
 COMPANY: JRN KENT PTY LIMITED ACN 161052353  
 AUTHORITY: S127 CORPORATIONS ACT



JEAN NASSIF SOLE DIRECTOR / SECRETARY

Signed at Parramatta the 19<sup>th</sup> day of October 2016 For Commonwealth  
 Bank of Australia A.C.N. 123 123 124 by its  
 Duly appointed Attorney under Power of Attorney  
 Book 4548 No. 494  
 Witness



Andrew Allan  
 Relationship Executive - Property  
 Corporate Financial Services  
 Parramatta

Lauren Issa  
Level 3 101 George Street  
Parramatta NSW 2150



SIGNED for and on behalf of ANZ  
 Fiduciary Services Pty Limited by

ANTHONY HERDEN  
 who certifies that she/he is a  
MANAGER

Agency Services, of Australia and  
 New Zealand Banking Group Limited  
 pursuant to Power of Attorney  
 Registered BK 4702 No 789

dated 18-2-16 in the presence of:



Witness: STEVE TOKIC  
19/242 PITT ST  
SYDNEY NSW 2000



Attorney

If space is insufficient use additional annexure sheet


SURVEYOR'S REFERENCE: 7967/12

PLAN FORM 6A (2013)

WARNING: Creasing or Folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  5.12.2016 Office Use Only

Office Use Only


DP1221649

PLAN OF SUBDIVISION OF LOT 1  
IN DP 1081391 AND LOT 1  
IN DP 805156

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• A schedule of lots and addresses -See 60(c) SSI Regulation 2012  
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
• Signatures and seals -See 195D Conveyancing Act 1919  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 16-019 SCI  
Date of Endorsement: 21 OCT 2016

SIGNED BY BAYSIDE COUNCIL BY ITS AUTHORISED DELEGATE  
PURSUANT TO S.377 LOCAL GOVERNMENT ACT 1993:

SIGNATURE OF DELEGATE: 

NAME OF DELEGATE: Heather Norton


SIGNATURE OF WITNESS: Peter Ward

NAME OF WITNESS: PETER WARD

ADDRESS OF WITNESS: 141 HOWARD STREET MASCOT NSW

I CERTIFY THAT I AM AN ELIGIBLE WITNESS AND THAT THE  
DELEGATE SIGNED IN MY PRESENCE.

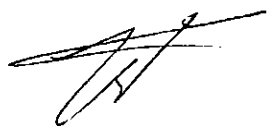
SIGNED FOR AND ON BEHALF OF  
LORD GLOBAL OPPORTUNITY LIMITED BY  
HENRY GEORGE SELF AS ATTORNEY  
PURSUANT TO POWER OF ATTORNEY  
DATED 13 MAY 2016 REGISTERED BK 4707 NO 515

  
WITNESS: Mark Fitzpatrick, Solicitor  
53 Boronga Avenue  
West Pymble NSW

  
ATTORNEY:

CERTIFIED AS CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT  
1900 AND EXECUTED ON BEHALF OF THE COMPANY NAMED BELOW BY THE  
AUTHORISED PERSON WHOSE SIGNATURE APPEARS BELOW PURSUANT TO  
THE AUTHORITY SPECIFIED

COMPANY: JEN HOWARD PTY ~~LTD~~ LIMITED  
ACN: 166 594 645  
AUTHORITY: SIZE CORPORATIONS ACT

  
JEAN NASSIS SOLE DIRECTOR/  
SECRETARY

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 7967/12



PLAN FORM 6A (2013)

WARNING: Creasing or Folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



5.12.2016

Office Use Only

Office Use Only

DP1221649


PLAN OF SUBDIVISION OF LOT 1  
IN DP 1081391 AND LOT 1  
IN DP 805156

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses -See 60(c) SSI Regulation 2012
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals -See 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

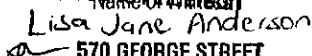
Subdivision Certificate No: 16-019 SCI

Date of Endorsement: 21 OCT 2016

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney, pursuant to Power of Attorney Registered Book 4693 No 391 who declares that he/she has not received any notice of revocation of same. In the presence of:

  
Signature of Witness

  
Signature of Attorney  
**Michael McHugh**

~~Lisa Jane Anderson~~  
  
Name of Attorney  
570 GEORGE STREET  
SYDNEY NSW 2000

Name of Attorney  
Manager - Property & Fleet

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 7967/12

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

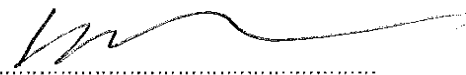
(Sheet ... of 22 sheets)

Plan:	DP1221649	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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**Full name and address of the owner of the land:** JKN Kent Pty Limited A.C.N. 161 062 353 and JKN Coward Pty Limited A.C.N. 166 594 645 both of 121 Majors Bay Road Concord NSW 2137

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of Easement, Restriction on the Use of Land or covenant referred to in the plan	Burdened lot/s or parcel/s:	Benefited lot/s, road/s, bodies or Prescribed Authorities:
1	<b>Easement for services</b> affecting the whole of the lot	Lot 1	Lot 2 and Lot 3
		Lot 2	Lot 1 and Lot 3
		Lot 3	Lot 1 and Lot 2
2	<b>Easement to drain water</b> affecting the whole of the Lot	Lot 1	Lot 2 and Lot 3
		Lot 2	Lot 1 and Lot 3
		Lot 3	Lot 1 and Lot 2
3	<b>Easement for emergency access</b> affecting the whole of the Lot	Lot 1	Lot 2 and Lot 3
		Lot 2	Lot 1 and Lot 3
		Lot 3	Lot 1 and Lot 2
4	<b>Easement for access</b> variable widths limited in stratum [A]	Lot 2	Lot 1
5	<b>Easement for access</b> 1.025 and 1.205 wide limited in stratum [B]	Lot 2	Lot 3
6	<b>Easement for courier bay</b> variable width limited in stratum [C]	Lot 2	Lot 1 and Lot 3

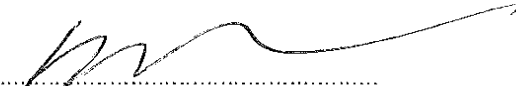
  
 .....  
 Signature of attesting witness

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

(Sheet 2 of 22 sheets)

<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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7	<b>Easement for loading bay</b> variable width limited in stratum [L]	Lot 2	Lot 1 and Lot 3
8	<b>Right of carriageway</b> variable width limited in stratum [ROC]	Lot 2	Lot 3
9	<b>Right of carriageway</b> variable width limited in stratum [ROW]	Lot 2	Lot 1 and Lot 3
10	<b>Right to use communal area</b> variable width limited in stratum [REC]	Lot 2	Lot 3
11	<b>Easement for garbage</b> variable width limited in stratum [G]	Lot 2	Lot 1 and Lot 3
12	<b>Easement for carwash</b> 4.8 wide limited in stratum [D]	Lot 2	Lot 1 and Lot 3
13	<b>Easement for temporary crane access</b> affecting the whole of the lot	Lot 1 and Lot 2	Lot 3
14	<b>Easement for temporary access for development works</b> affecting the whole of the lot	Lot 1 and Lot 2	Lot 3
15	<b>Easement for temporary access for waste management</b> affecting the whole of the Lot	Lot 2	Lot 1 and Lot 3
16	<b>Easement for access and works</b> affecting the whole of the Lot	Lot 2	Lot 3
17	<b>Positive covenant</b>	Lot 1 and Lot 2	Council
18	<b>Restriction on the use of land</b>	Lot 1 and Lot 2	Council
19	<b>Positive covenant</b>	Lot 1 and Lot 2	Council

  
 Signature of attesting witness

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

(Sheet ~~2~~ 3 of 22 sheets)

<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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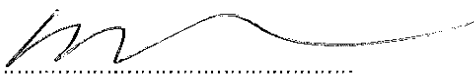
20	<b>Restriction on the use of land</b>	Lot 1 and Lot 2	Council
21	<b>Easement for electricity and other purposes</b> variable width [M] <i>limited in stratum</i>	Lot 2	Ausgrid ABN 67 505 337 385
22	<b>Right of carriageway 1.2 wide</b> limited in stratum	Lot 2	Ausgrid ABN 67 505 337 385

*f*

**Part 2 (Terms)**

**1 Terms of easement for services affecting the whole of the lot numbered 1 on the Plan**

- [a] The Owner of the Lot Benefitted has at all times the unrestricted right to use the Lot Burdened to provide Services to or from the Lot Benefitted and may do anything reasonably necessary for that purpose, including without limitation:
  - [i] constructing, erecting, laying, installing, attaching or placing pipes, wires and conduits on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
  - [ii] entering the Lot Burdened in such manner as is reasonable in the circumstances;
  - [iii] remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
  - [iv] taking anything on to the Lot Burdened for purposes associated with the rights and under this easement; and
  - [v] carrying out work to the Lot Burdened for purposes associated with the rights under this easement including the right:
    - [A] to lay, place, construct, inspect, clean, repair, maintain or renew the works or any part of them; and
    - [B] to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.
- [b] In exercising the powers conferred by this easement, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document concerning the use of the site of the easement;
  - [ii] ensure that all work is done properly and in accordance with relevant laws;

  
 Signature of attesting witness

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

(Sheet *4* of 22 sheets)

Plan:

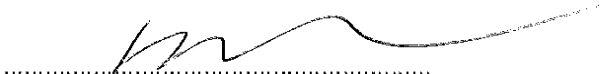
**DP1221649**

Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

- [iii] cause as little inconvenience as is reasonably practicable to the Owner and any lawful occupier of the Lot Burdened;
  - [iv] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
  - [v] must make good any collateral damage.
- [c] The rights and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [d] Subject to clause 1[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [e] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [f] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**2 Terms of easement to drain water affecting the whole of the lot numbered 2 on the Plan**

- [a] The Owner of the Lot Benefitted has at all times the unrestricted right to:
- [i] drain water through each Lot Burdened, but only within the site of the easement;
  - [i] do anything reasonably necessary for that purpose, including:
    - [A] entering the Lot Burdened;
    - [B] taking anything on to the Lot Burdened;
    - [C] using any existing line of pipes; and
    - [D] carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.
- [b] In exercising those powers, the Owner of the Lot Benefitted must:
- [i] comply with applicable laws and development approvals and any Strata Document concerning the use of the site of the easement;
  - [ii] ensure all work is done properly and in accordance with relevant laws;
  - [iii] cause as little inconvenience as is reasonably practicable to Owner and any occupiers of the Lot Burdened;
  - [iv] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [v] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
  - [vi] make good any collateral damage.
- [c] The rights and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [d] Subject to clause 2[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.

  
.....  
Signature of attesting witness

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

(Sheet 5 of 22 sheets)

<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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- [e] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [f] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**3 Terms of easement for emergency access affecting the whole of the numbered 3 on the Plan**

- [a] The Owner of the Lot Benefitted has at all times the unrestricted right to go, pass and repass at all times over the site of the easement on the Lot Burdened to and from the Lot Benefitted for all lawful purposes in respect of emergency egress.
- [b] The Owner of the Lot Burdened may make rules about the reasonable use of the site of the easement.
- [c] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document and rules made by the Owner of the Lot Burdened concerning the use of the site of the easement;
  - [ii] cause as little inconvenience as is reasonably practicable to the Owner and any lawful occupier of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the lot burdened and any improvement on it; and
  - [iv] [if they cause any damage] restore the lot burdened as nearly as is reasonably practicable to its former condition.
- [d] The rights and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [e] Subject to clause 3[c], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [f] Name of the person or authority having the power to release, vary or modify the easement is the Owner of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**4 Terms of the easement for access variable width limited in stratum numbered 4 on the Plan**

- [a] The Owner of the Lot Benefitted has at all times the unrestricted right to:
  - [i] pass and repass across the Lot Burdened, but only within the site of the easement, and get to and from the Lot Benefitted and to and from the ground floor toilet, ground floor garbage room, basement grease arrestor, basement car spaces and basement lift;
  - [ii] do anything reasonably necessary for that purpose, including:
    - [A] entering the Lot Burdened; and
    - [B] taking anything on to the Lot Burdened.
- [b] The Owner of the Lot Burdened may make rules about the reasonable use of the site of the easement.

  
.....  
Signature of attesting witness

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

(Sheet ... of 22 sheets)

Plan:


**DP1221649**

Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

- [c] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document and rules made by the Owner of the Lot Burdened concerning the use of the site of the easement;
  - [ii] ensure all work is done properly;
  - [iii] cause as little inconvenience as is reasonably practicable to the owner and any occupier of the Lot Burdened;
  - [iv] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [v] leave the site of the easement clean and free of rubbish except for rubbish left in appropriate receptacles;
  - [vi] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
  - [vii] make good any collateral damage.
- [d] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [e] Subject to clause 4[c], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [f] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**5 Terms of the easement for access 1.025 and 1.205 wide limited in stratum numbered 5 on the Plan**

- [a] The Owner of the Lot Benefitted has at all times the unrestricted right to pass and repass across the Lot Burdened but only within the site of the easement and get to and from the Lot Benefitted at all times for the purpose of transporting rubbish and waste from the Lot Benefitted to the Garbage Room.
- [b] The Owner of the Lot Burdened may make rules about the reasonable use of the site of the easement.
- [c] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] cause as little inconvenience as is reasonably practicable to the owner and any occupier of the Lot Burdened;
  - [ii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it; and
  - [iii] make good any collateral damage.
- [d] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.

  
Signature of attesting witness

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

(Sheet ...7 of 22 sheets)

<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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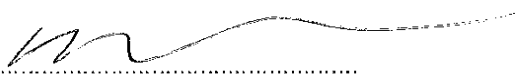
- [e] Subject to clause 5[c], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [f] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**6 Terms of easement for courier bay 2.4 wide limited in stratum numbered 6 on the Plan**

- [a] The Owner of the Lot Benefitted has at all times the unrestricted right to:
  - [i] pass and repass across the Lot Burdened, but only within the site of the easement, to get to and from the Lot Benefitted to the Courier Bay;
  - [ii] do anything reasonably necessary for that purpose, including:
    - [A] entering the Lot Burdened;
    - [B] taking anything on to the Lot Burdened; and
    - [C] remaining in or adjacent to the Courier Bay for a reasonable period to dispatch and receive goods to or from a courier.
- [b] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document concerning the use of the site of the easement;
  - [ii] cause as little inconvenience as is reasonably practicable to the Owner and any occupier of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [iv] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
  - [v] make good any collateral damage.
- [c] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [d] Subject to clause 6[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [e] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [f] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**7 Terms of easement for loading bay variable width limited in stratum numbered 7 on the Plan**

- [a] The Owner of the Lot Benefitted has at all times the unrestricted right to:
  - [i] pass and repass across the Lot Burdened, but only within the site of the easement, to get to and from the Lot Benefitted to and from the Loading Bay;

  
.....  
Signature of attesting witness



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

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Plan:

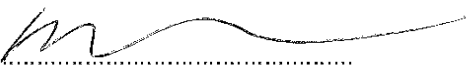
**DP1221649**

Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

- [ii] do anything reasonably necessary for that purpose, including:
      - [A] entering the Lot Burdened;
      - [B] taking anything on to the Lot Burdened; and
      - [C] remaining in or adjacent to the Loading Bay for a reasonable period to load and unload goods.
  - [b] In exercising those powers, the Owner of the Lot Benefitted must:
    - [i] comply with applicable laws and development approvals and any Strata Document concerning the use of the site of the easement;
    - [ii] cause as little inconvenience as is reasonably practicable to the Owner and any occupier of the Lot Burdened;
    - [iii] cause as little inconvenience as is reasonably practicable to the Owner and any occupier of the Lot Burdened;
    - [iv] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
    - [v] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
    - [vi] make good any collateral damage.
  - [c] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
  - [d] Subject to clause 7[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
  - [e] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
  - [f] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**8 Terms of right of carriageway variable width limited in stratum numbered 8 on the Plan**

- [a] The Owner of the Lot Benefitted has a right of carriageway at all times to pass and repass across the Lot Burdened but only within the site of this easement, with or without vehicles, to get to or from the Lot Benefitted at all times.
- [b] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document concerning the use of the site of the easement;
  - [ii] cause as little inconvenience as is reasonably practicable to the Owner and any occupier of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it; and
  - [iv] [if they cause any damage] restore the Lot Burdened as nearly as is reasonably practicable to its former condition.
- [c] Users of the right of carriageway may not park any vehicle, or leave any plant, equipment or other belongings, on the site of the easement at any time.

  
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Signature of attesting witness

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

(Sheet 9 of 22 sheets)

Plan:

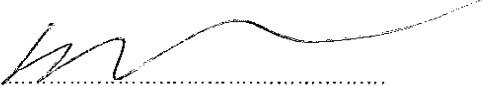
**DP1221649**

Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

- [d] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [e] Subject to clause 8[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [f] Name of the person or authority having the power to release, vary or modify the easement is the Owner of the Lot Benefitted and if more than one of them, each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**9 Terms of right of carriageway variable width limited in stratum numbered 9 on the Plan**

- [a] The Owner of the Lot Benefitted has a right of carriageway at all times to pass and repass across the Lot Burdened but only within the site of this easement, with or without vehicles, to get to or from the Lot Benefitted at all times.
- [b] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document concerning the use of the site of the easement;
  - [ii] cause as little inconvenience as is reasonably practicable to the Owner and any occupier of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it; and
  - [iv] [if they cause any damage] restore the Lot Burdened as nearly as is reasonably practicable to its former condition.
- [c] Users of the right of carriageway may not park any vehicle, or leave any plant, equipment or other belongings, on the site of the easement at any time.
- [d] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [e] Subject to clause 9[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [f] Name of the person or authority having the power to release, vary or modify the easement is the Owner of the Lot Benefitted and if more than one of them, each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

  
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Signature of attesting witness

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

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<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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**10 Terms of right to use communal area variable width limited in stratum numbered 10 on the Plan**

- [a] The Owner of the Lot Benefitted has the right at all times by any reasonable means to gain access to and use the Lot Burdened, but only within the site of the easement, for the purpose of passive recreational activities including:
  - [i] to do anything reasonably necessary for that purpose;
  - [ii] entering the Lot Burdened; and
  - [iii] taking anything on to the Lot Burdened.
- [b] The Owner of the Lot Burdened may make rules about the reasonable use of the site of the easement.
- [c] Subject to clause 10[d], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [d] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document and rules made by the Owner of the Lot Burdened concerning the use of the site of the easement;
  - [ii] cause as little inconvenience as is reasonably practicable to the owner and any occupier of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [iv] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
  - [v] make good any collateral damage.
- [e] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [f] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**11 Terms of easement for garbage variable width limited in stratum numbered 11 on the Plan**

- [a] The Owner of the Lot Benefitted has the right at all times to pass and repass across the Lot Burdened but only within the site of the easement to get to and from the Lot Benefitted with or without vehicles for the purpose of transporting, storing and removing rubbish and waste from the Lot Benefitted.
- [b] The Owner of the Lot Burdened may make rules about the reasonable use of the site of the easement.

  
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Signature of attesting witness

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Plan:


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Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

- [c] In exercising those powers, the Owner of the Lot Benefitted:
  - [i] comply with applicable laws and development approvals and any Strata Document and rules made by the Owner of the Lot Burdened concerning the use of the site of the easement;
  - [ii] must cause as little inconvenience as is reasonably practicable to the Owner and any lawful occupier of the Lot Burdened;
  - [iii] must cause as little damage as is reasonably practicable to the lot burdened and any improvement on it;
  - [iv] [if they cause any damage] must restore the lot burdened as nearly as is reasonably practicable to its former condition; and
  - [v] may park vehicles in the site of the easement but only for the purpose of transporting and storing rubbish and waste and only for as long as is reasonably necessary for that purpose.
- [d] Subject to clause 11[c], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [e] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [f] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**12 Terms of easement for carwash bay 4.8 wide limited in stratum numbered 12 on the Plan**

- [a] The Owner of the Lot Benefitted has the right at all times to:
  - [i] pass and repass across the Lot Burdened, but only within the site of the easement, to get to and from the Lot Benefitted to the Carwash Bay;
  - [ii] do anything reasonably necessary for that purpose, including:
    - [A] entering the Lot Burdened;
    - [B] taking anything on to the Lot Burdened; and
    - [C] remaining in or adjacent to the Carwash Bay for a reasonable period to wash one or more vehicles.
- [b] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] comply with applicable laws and development approvals and any Strata Document concerning the use of the site of the easement;
  - [ii] cause as little inconvenience as is reasonably practicable to the owner and any occupier of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [iv] restore the Lot Burdened as nearly as is reasonably practicable to its former condition;
  - [v] make good any collateral damage; and
  - [vi] not use the Carwash Bay for vehicle maintenance, for example mechanical repairs, grease and oil changes and the like.

  
Signature of attesting witness

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

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Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

- [c] The rights in and obligations on the Owner of the Lot Benefitted in this easement extend to every Authorised Person.
- [d] Subject to clause 12[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [e] Name of the person having the power to release, vary or modify the restriction referred to is the Owner from time to time of the Lot Benefitted, and if there is more than one Owner, each of them jointly.
- [f] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**13 Terms of easement for temporary crane access affecting the whole of the Lot numbered 13 in the Plan**

- [a] The Owner of the Lot Benefitted and the Developer have the right at all times to the air space above the Lot Burdened as reasonably required to permit a crane to swing through the air space [laden or unladen] above the Lot Burdened whilst Development works are undertaken by or on behalf of the Developer in the vicinity of the Lot Benefitted.
- [b] In exercising those rights, the Owner of the Lot Benefitted must:
  - [i] cause as little inconvenience as is reasonably practicable to the Owner and any lawful occupier of the Lot Burdened;
  - [ii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [iii] [if they cause any damage] restore the Lot Burdened as nearly as is reasonably practicable to its former condition;
  - [iv] operate the crane in a proper and workmanlike manner and in accordance with good building practice, industry standards, and relevant laws; and
  - [v] maintain (or procure its crane contractor to maintain) public liability insurance for at least \$10,000,000 for any single event and constructors all risk insurance covering its access over the Lot Burdened.
- [c] The Owner of the Lot Burdened acknowledges and agrees that the rights granted under this easement are fundamental to the Owner of the Lot Benefitted being able to successfully complete its Developments, and that a breach of this easement [for instance by refusing access or interfering with access] may not be adequately compensated by an award of damages, and the Owner of the Lot Benefitted would therefore be entitled to seek equitable relief or injunctions to restrain a breach or threatened breach of this easement.
- [d] This easement will terminate on the earlier of the date that the Development is completed and the date that the Developer no longer requires crane access to the air space above the Lot Burdened. The Owner of the Lot Benefitted must promptly release the easement upon termination. The Owner of the Lot Burdened must do all things necessary to release this easement upon termination.
- [e] Name of the person or authority having the power to release, vary or modify the easement is **Toplace Pty Limited A.C.N. 135 918 491.**

  
Signature of attesting witness

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

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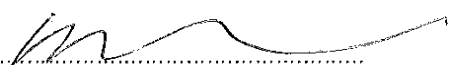
<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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**14 Terms of easement for temporary access for development works affecting the whole of the lot numbered 14 on the Plan**

- [a] The Owner of the Lot Benefitted has the right at all times to:
  - [i] gain access to, and pass and repass over, the Lot Burdened, to use the Lot Burdened for the purpose of carrying out work on the Development, which in the reasonable opinion of the Owner of the Lot Benefitted, cannot otherwise be more practically, easily, efficiently or expeditiously carried out; and
  - [ii] do anything reasonably necessary for that purpose, including:
    - [A] entering the Lot Burdened, with or without vehicles, plant and equipment; and
    - [B] taking anything on to the Lot Burdened.
- [b] In exercising those powers, the Owner of the Lot Benefitted and each Authorised Person must:
  - [i] ensure all work on the Lot Benefitted is done properly and carried out as quickly as is reasonably practicable;
  - [ii] cause as little inconvenience as is reasonably practicable to the owners and any occupiers of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [iv] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
  - [v] make good any collateral damage.
- [c] Subject to clause 14[b], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [d] This easement will terminate on the earlier of the date that the Development is completed and the date that the Developer no longer requires access to the Lot Burdened. The Owner of the Lot Benefitted must promptly release the easement upon termination. The Owner of the Lot Burdened must do all things necessary to release this easement upon termination.
- [e] Name of the person or authority having the power to release, vary or modify the easement is **Toplace Place Pty Ltd A.C.N. 135 918 491.**

**15 Terms of easement for temporary access for waste management numbered 15 on the Plan**

- [a] The Owner of the Lot Benefitted has the right at all times to pass and repass across the Lot Burdened but only within the site of the easement to get to and from the Lot Benefitted with or without vehicles at all times for the purpose of transporting, storing and removing rubbish and waste from the Lot Benefitted.
- [b] The Owner of the Lot Burdened may make rules about the reasonable use of the site of the easement.
- [c] In exercising those powers, the Owner of the Lot Benefitted and each Authorised Person:
  - [i] comply with applicable laws and development approvals and any Strata Document and rules made by the Owner of the Lot Burdened concerning the use of the site of the easement;
  - [ii] must cause as little inconvenience as is reasonably practicable to the Owner and any lawful occupier of the Lot Burdened;

  
.....  
Signature of attesting witness

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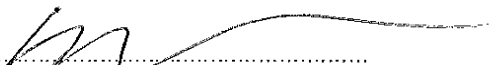
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<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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- [iii] must cause as little damage as is reasonably practicable to the lot burdened and any improvement on it;
- [iv] [if they cause any damage] must restore the lot burdened as nearly as is reasonably practicable to its former condition; and
- [v] may park vehicles in the site of the easement but only for the purpose of transporting and storing rubbish and waste and only for as long as is reasonably necessary for that purpose.
- [d] Subject to clause 15[c], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [e] This easement will terminate on the date that the extension of John Street to the north of the Lot Benefitted is dedicated as a public road so that it can be used by the Owner of the Lot Benefitted for the purpose of transporting, storing and removing rubbish and waste from the Lot Benefitted. The Owner of the Lot Benefitted must promptly release the easement upon termination. The Owner of the Lot Burdened must do all things necessary to release this easement upon termination.
- [f] Name of the person or authority having the power to release, vary or modify the easement is the Owner of the Lot Benefitted and if more than one, then each of them jointly.
- [g] If the Lot Benefitted by this easement is subdivided into one or more strata schemes, the Owner for the purposes of this easement will be the Owners Corporation/s of the strata scheme/s.

**16 Terms of easement for access and works limited in stratum numbered 16 on the Plan**

- [a] The Owner of the Lot Benefitted has the right at all times to gain access to, and pass and repass over, the site of the easement for the purpose of carrying out demolition and construction work on the Development to create openings in the walls between the boundaries of Lot 2 and Lot 3 to enable passage of persons and vehicles in accordance with the terms of the right of carriageway numbered 8 on the Plan.
- [b] In exercising those powers, the Owner of the Lot Benefitted may do anything reasonably necessary for that purpose, including:
  - [i] entering the Lot Burdened, with or without vehicles, plant and equipment; and
  - [ii] taking anything on to the Lot Burdened.
- [c] In exercising those powers, the Owner of the Lot Benefitted must:
  - [i] ensure all work on the Lot Benefitted is done properly and carried out as quickly as is reasonably practicable;
  - [ii] cause as little inconvenience as is reasonably practicable to the owners and any occupiers of the Lot Burdened;
  - [iii] cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it;
  - [iv] restore the Lot Burdened as nearly as is reasonably practicable to its former condition; and
  - [v] make good any collateral damage.
- [d] The Owner of the Lot Burdened acknowledges that by the nature of the works permitted by this easement damage will be caused to certain parts of the Lot Burdened, such damage will not constitute a breach of this easement and it may not make any claim for such damage against the Owner of the Lot Benefitted, except to enforce any of the Owner of the Lot Benefitted's obligations under clause 16[c].

  
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Signature of attesting witness

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

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- [f] Subject to clause 16[c], the Owner of the Lot Burdened must at its cost maintain the site of the easement.
- [g] This easement will terminate on the earlier of the date that the Development is completed and the date that the Developer no longer requires access to the Lot Burdened. The Owner of the Lot Benefitted must promptly release the easement upon termination. The Owner of the Lot Burdened must do all things necessary to release this easement upon termination.
- [h] Name of the person or authority having the power to release, vary or modify the easement is **Toplace Place Pty Ltd A.C.N. 135 918 491.**

**17 Terms of positive covenant numbered 17 on the Plan**


- [a] The Owner of the Lot Burdened will in respect of the Onsite Stormwater Detention System:
  - [i] Keep the Onsite Stormwater Detention System clean and free from silt, rubbish and debris;
  - [ii] Maintain and repair at the expense of the owner of the lot burdened the whole of the Onsite Stormwater Detention System so that it functions in a safe and efficient manner;
  - [iii] permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
  - [iv] comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- [b] Name of the authority having the power to release, vary or modify the positive covenant referred to is the Council.

**18 Terms of restriction on the use of land numbered 18 on the Plan [OSD]**

- [a] The Owner of the Lot Burdened must not make or permit any alterations to:
  - [i] any gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces forming part of, or to form part of, the Onsite Stormwater Detention System; or
  - [ii] the finished levels or layout of the Onsite Stormwater Detention System, without the prior consent in writing of the Council.
- [b] Name of the authority having the power to release, vary or modify the restriction referred to is the Council.

**19 Terms of positive covenant numbered 19 on the Plan [pump out system]**

- [a] The Owner of the Lot Burdened will in respect of the Pump Out System:
  - [i] Keep the Pump Out System clean and free from silt, rubbish and debris;
  - [ii] Maintain and repair at the expense of the owner of the lot burdened the whole of the Pump Out System so that it functions in a safe and efficient manner;
  - [iii] Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
  - [iv] Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- [b] Name of the authority having the power to release, vary or modify the positive covenant referred to is the Council.

  
.....  
Signature of attesting witness



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

(Sheet 16 of 22 sheets)

<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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**20 Terms of restriction on the use of land numbered 20 on the Plan [pump out system]**

- [a] The Owner of the Lot Burdened must not make or permit any alterations to:
  - [i] any gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces forming part of, or to form part of, the Pump Out System; or
  - [ii] the finished levels or layout of the Pump Out System, without the prior consent in writing of the Council.
- [b] Name of the authority having the power to release, vary or modify the restriction referred to is the Council.

**21 Easement for electricity and other purposes variable width numbered 21 on the Plan**

- [a] An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.
- [b] Name of the persons having the power to release, vary or modify the easement is Ausgrid ABN 67 505 337 385.

*limited in stratum*

**22 Right of carriageway 1.2 wide limited in stratum numbered 22 on the Plan**

- [a] A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.
- [b] Name of the persons having the power to release, vary or modify the easement is Ausgrid ABN 67 505 337 385.
- [c] Name of the person having the power to release, vary or modify the restriction referred to is the Council.

**23 Additional powers**

- [a] Pursuant to Section 88F (3) of the *Conveyancing Act 1919* the Council shall have the following additional powers in relation to easements, covenants and restrictions set out in this instrument:
  - [i] In the event that the Owner of the Lot Burdened fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the Lot Burdened with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to above; and
  - [ii] The Council may recover from the Owner of the Lot Burdened in a court of competent jurisdiction:
    - [A] Any expense reasonably incurred by it in exercising its powers under a covenant in this instrument. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to above, supervising and administering that work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with that work; and

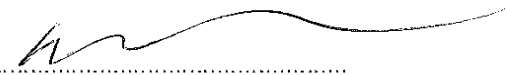
Signature of attesting witness

<b>Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.</b>		
(Sheet <i>17</i> of 22 sheets)		
<b>Plan:</b>	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

- [B] Legal costs on an indemnity basis for issue of notices and recovery of the costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the *Conveyancing Act 1919* or providing any certificate required pursuant to Section 88G of the *Conveyancing Act 1919* or obtaining any injunction pursuant to Section 88H of the *Conveyancing Act 1919*.
- [b] This instrument will bind all persons who are or claim under the Owner/s of the lot/s burdened as stipulated in Section 88E (5) of the *Conveyancing Act 1919* (NSW).
- [c] Name of the authority having the power to release, vary or modify these powers is the Council.

**24 Interpretation and defined terms used in this instrument**

- [a] In this instrument:
  - Authorised Person** means any person authorised by the Council, an Owner of a Lot, or an Owners Corporation, to use or enjoy the benefits of an easement in this instrument.
  - Carwash Bay** means the carwash bay identified on the Plan as [D].
  - Council** means Bayside Council or any successor as the local government authority having responsibility for the burdened lot/s.
  - Courier Bay** means the courier bay identified on the Plan as [C].
  - Developer** means **Toplace Pty Limited A.C.N. 135 918 491**.
  - Development** means the property development project located at 39 Kent Road and 256-280 Coward Street Mascot NSW carried out or to be carried by or on behalf of the Developer.
  - Land** means Lot 1 DP1081391 and Lot 1 DP805156.
  - Loading Bay** means the loading bay identified on the Plan as [L].
  - Lot** means a lot in the Plan.
  - Lot Benefited** means the whole or the relevant part of a Lot having the benefit of an easement or restriction or covenant under this instrument.
  - Lot Burdened** means the whole or the relevant part of a Lot having the burden of an easement or restriction or covenant under this instrument.
  - Onsite Stormwater Detention System** means the onsite stormwater detention system detailed on the plans approved by Council under DA13/227, which is, or which is to be, constructed on the Land.
  - Owner** means a Owner of a Lot.
  - Owners Corporation** means the owners corporation of the Strata Scheme.
  - Plan** means the registered plan in respect of which this instrument has been registered.

  
.....  
Signature of attesting witness

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

(Sheet 18 of 22 sheets)

Plan:

**DP1221649**


Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.

**Pump Out System** means the pump out system detailed on the plans approved by Council under DA13/227, which is, or which is to be, constructed on the Land.

**Services** means all services connected to or to be connected to the buildings on the Land as part of the Development including telephone, data, communications, electricity, gas, water, sewerage, drainage, storm water, sullage, fluid wastes, fire safety, ventilation, air conditioning, garbage, mechanical, hydraulic.

**Strata Document** means any by laws, strata management statement or building management statement that binds owners and occupiers of a strata scheme that forms part of the Land.

- [b] The cost to release, vary or modify an easement, restriction or covenant contained in this instrument must be paid for by the person requesting the release, variation or modification.
- [c] If part or all of a Lot Burdened or a Lot Benefitted is or becomes the subject of a strata scheme after the date this instrument is registered, reference to 'Owner' includes the then current Owner of that part of the strata scheme, which may be the owners corporation of the strata scheme, or any owner or owner of lots in the strata scheme, or both, as the case may be.

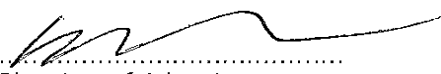
  
.....  
Signature of attesting witness



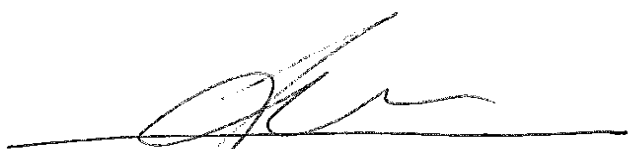
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.


(Sheet 20 of 22 sheets)

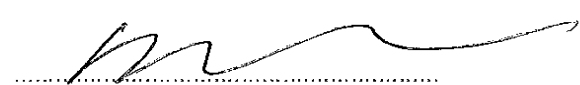
Plan:	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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Bayside Council by its authorised delegate pursuant to s.377 Local Government Act 1993	
..Heather Warton.. Name of delegate (Please print)	 Signature of delegate
I certify that I am an eligible witness and that the delegate signed in my presence	
..Peter Ward.. Signature of Witness	
..PETER WARD.. Name of Witness	
..141 COWARD STREET MASCOOT NSW.. Address of Witness	

SIGNED FOR AND ON BEHALF OF LORD GLOBAL OPPORTUNITIES PTY LTD BY HENRY GEORGE SELF AS ATTORNEY PURSUANT TO POWER OF ATTORNEY DATED 13 MAY 2016 BOOK 4707 NO. 515

  
 WITNESS:  
 Mark Fitzpatrick, Solicitor  
 53 Boronga Avenue  
 West Pymble NSW

  
 ATTORNEY:

  
 Signature of attesting witness

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

(Sheet 2 of 22 sheets)

Plan:	<b>DP1221649</b>	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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**Mortgagee**

Signed at Parramatta the 19<sup>th</sup> day of October 2016 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4548 No. 494



Andrew Allan  
Relationship Executive - Property  
Corporate Financial Services  
Parramatta

Witness

Lauren Issa  
Level 3 101 George Street  
Parramatta NSW 2150



**SIGNED for and on behalf of ANZ  
Fiduciary Services Pty Limited by**

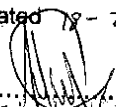
**ANTHONY HERDEN**


who certifies that she/he is a

MANAGER

Agency Services, of Australia and  
New Zealand Banking Group Limited  
pursuant to Power of Attorney  
Registered BK 4702 No 789

dated 19-2-16 in the presence of:

Witness:   
STEVE TORIC  
19/242 Pitt St  
SYDNEY NSW 2000

  
.....  
Attorney


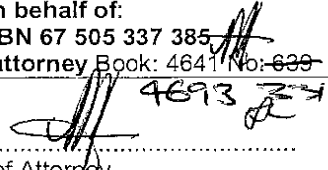



Signature of attesting witness

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

(Sheet 22 of 22 sheets)

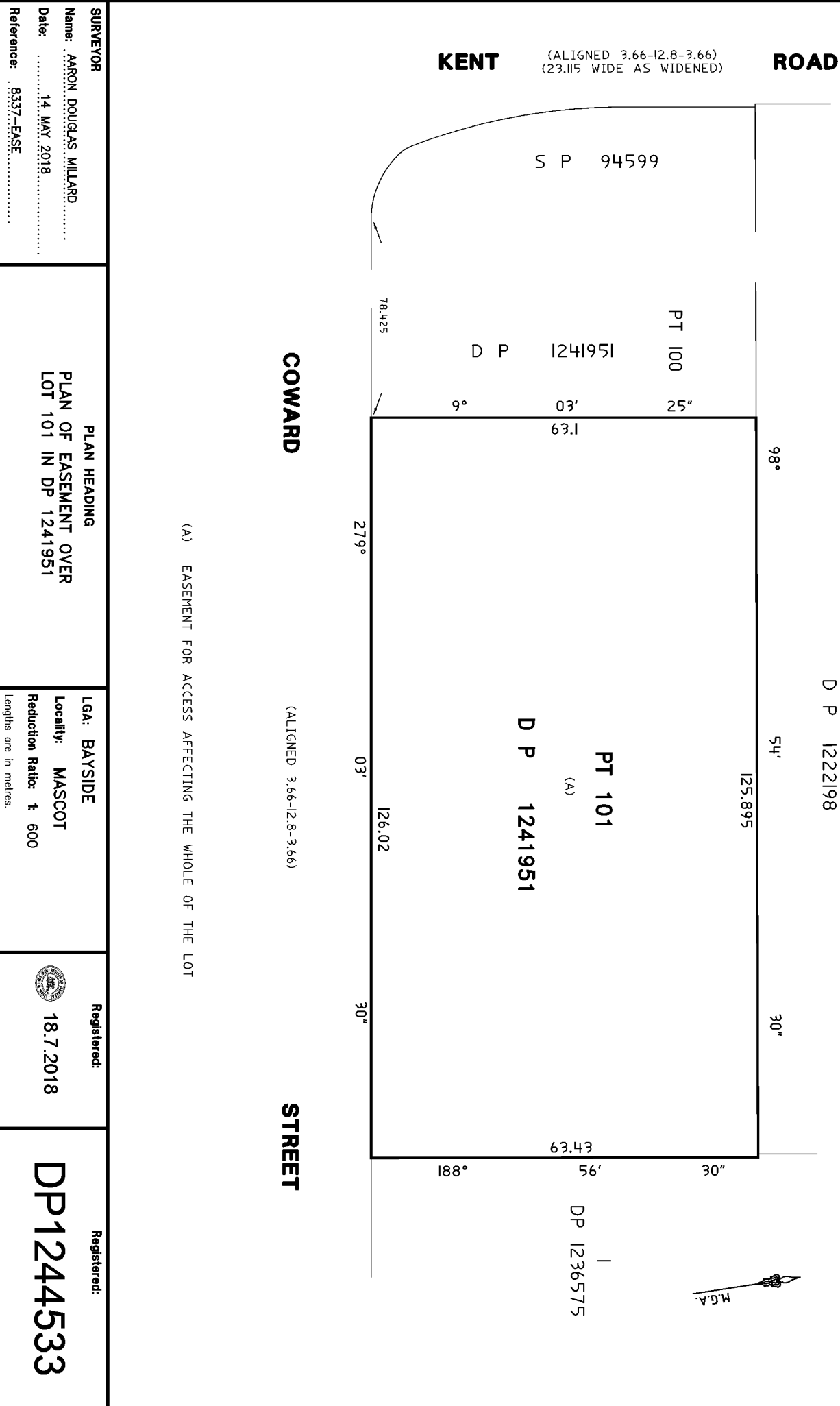
Plan:	DP1221649	Plan of subdivision of Lot 1 DP1081391 and Lot 1 DP 805156 covered by Subdivision Certificate No.
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Certified as correct for the purposes of the <i>Real Property Act 1900</i> by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified:	)	<b>Attorney Name:</b> <b>Signing on behalf of:</b> <b>Ausgrid ABN 67 505 337 385</b> <b>Power of attorney Book: 4641 No: <del>639</del></b>
 ..... Signature of witness	)	 ..... Signature of Attorney
<b>Lisa Jane Anderson</b> ..... Name of witness	)	<b>Michael McHugh</b> <b>Manager - Property &amp; Fleet</b> ..... Name of Attorney [print]
570 George Street Sydney NSW 2000 Address of witness	)	By signing this instrument the attorney confirms he/she does not have notice of the revocation, termination or suspension of the power

  
 .....  
 Signature of attesting witness

LOT 101 IS A STRATUM LOT AND IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1241951

**BASEMENT LEVEL 3 AND BELOW**  
 UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL -1.83



SURVEYOR Name: AARON DOUGLAS MILLARD Date: 14 MAY 2018 Reference: 8337-EASE	PLAN HEADING PLAN OF EASEMENT OVER LOT 101 IN DP 1241951	LGA: BAYSIDE Locality: MASCOT Reduction Ratio: 1: 600 Lengths are in metres	Registered: 18.7.2018	Registered: DP1244533
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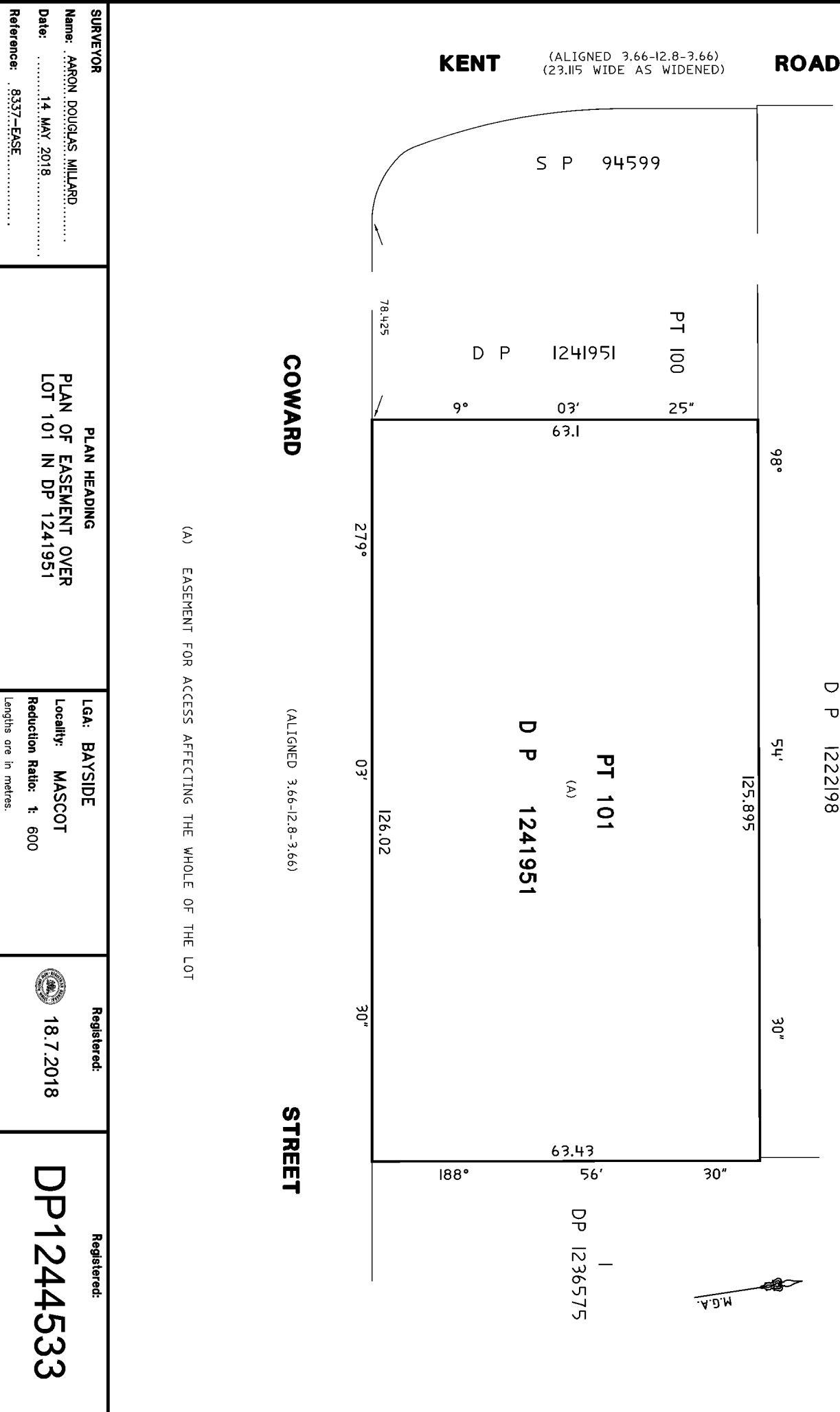
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**GROUND LEVEL**  
 LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 8.6

LOT 101 IS A STRATUM LOT AND IS LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON DP 1241951



(A) EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LOT

**SURVEYOR**  
 Name: AARON DOUGLAS MILLARD  
 Date: 14 MAY 2018  
 Reference: 8337-EASE

**PLAN HEADING**  
 PLAN OF EASEMENT OVER  
 LOT 101 IN DP 1241951

**LGA: BAYSIDE**  
 Locality: MASCOT  
 Reduction Ratio: 1: 600  
 Lengths are in metres


Registered:  
 18.7.2018

Registered:  
**DP1244533**

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



Office Use Only

**Registered:**  **18.7.2018**

**Title System:** TORRENS

Office Use Only

# DP1244533

**PLAN OF EASEMENT OVER  
LOT 101 IN DP 1241951**

**LGA** BAYSIDE  
**Locality:** MASCOT  
**Parish:** BOTANY  
**County:** CUMBERLAND

**SURVEY CERTIFICATE**

I, AARON DOUGLAS MILLARD  
of RAMSAY SURVEYORS PTY LTD  
PO BOX 2244 CARLINGFORD 2118  
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

\* (a) ~~The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on .....~~ or


\* (b) ~~The part of the land shown in the plan (\*being/\*excluding\*\* .....~~)  
~~was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or~~

\* (c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: .....

Type: \*Urban / ~~\*Rural~~

The terrain is \*Level-Undulating/ ~~\*Steep-Mountainous~~.

Signature:  Dated 14/5/18

Surveyor Identification No: 8794  
Surveyor registered under the *Surveying and Spatial Information Act 2002*.

\* Strike out inappropriate words.  
\*\* Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

**Crown Lands NSW/Western Lands Office Approval**

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

Signature: .....

Date: .....

File Number: .....

Office: .....

**Subdivision Certificate**

I, .....  
\*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation No : .....

Consent Authority: .....

Date of Endorsement: .....

Subdivision Certificate No: .....

File No. : .....

\*Strike through if Inapplicable

Plans used in preparation of ~~survey~~/compilation.


DP 1241951

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

**Surveyor's Reference:** 8337-EASE

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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

<b>Registered:</b>  <b>18.7.2018</b> Office Use Only	Office Use Only
<b>PLAN OF EASEMENT OVER LOT 101 IN DP 1241951</b>	<b>DP1244533</b>
Subdivision Certificate No: ..... Date of Endorsement: .....	This sheet is for the provision of the following information as required: • A schedule of lots and addresses -See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals -See 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LOT

TO RELEASE:

1. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT (DP 1221649)
2. EASEMENT TO DRAIN WATER AFFECTING THE WHOLE OF THE LOT (DP 1221649)
3. EASEMENT FOR EMERGENCY ACCESS AFFECTING THE WHOLE OF THE LOT (DP 1221649)
4. EASEMENT FOR ACCESS 1.025 AND 1.205 WIDE LIMITED IN STRATUM (B) (DP 1221649)
5. EASEMENT FOR COURIER BAY VARIABLE WIDTH LIMITED IN STRATUM (C) (DP 1221649)
6. EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN STRATUM (L) (DP 1221649)
7. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (ROC) (DP 1221649)
8. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (ROW) (DP 1221649)
9. RIGHT TO USE COMMUNAL AREA VARIABLE WITH LIMITED IN STRATUM (REC) (DP 1221649)
10. EASEMENT FOR GARBAGE VARIABLE WIDTH LIMITED IN STRATUM (G) (DP 1221649)
11. EASEMENT FOR CARWASH 4.8 WIDE LIMITED IN STRATUM (D) (DP 1221649)
12. EASEMENT FOR TEMPORARY CRANE ACCESS AFFECTING THE WHOLE OF THE LOT (DP 1221649)
13. EASEMENT FOR TEMPORARY ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF THE LOT (DP 1221649)
14. EASEMENT FOR TEMPORARY ACCESS FOR WASTE MANAGEMENT AFFECTING THE WHOLE OF THE LOT (DP 1221649)
15. EASEMENT FOR ACCESS AND WORKS AFFECTING THE WHOLE OF THE LOT (DP 1221649)

If space is insufficient use additional annexure sheet

**SURVEYOR'S REFERENCE:** 8337-EASE

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

Registered:



18.7.2018

Office Use Only

Office Use Only

PLAN OF EASEMENT OVER  
LOT 101 IN DP 1241951

DP1244533

Subdivision Certificate No: .....  
Date of Endorsement: .....

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

Certified as correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person whose signature appears below pursuant to the authority specified.

Company ..... JKW COWARD PTY LIMITED  
ACN: ..... 166 594 645  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person  
Name: Jean Nassif Sole director/secretary

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee

SIGNED by GRAYAME SMITH  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney

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

I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence.



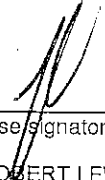
Signature of witness   
Name of witness: LORRAINE CHUNG

Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000


S117RP Act requires that you must have known the signatory for more than 12 months or have sighted indentifying documentation.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8337-EASE

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet <b>4</b> of <b>6</b> sheet(s)	
Registered:  <b>18.7.2018</b> Office Use Only	Office Use Only <b>DP1244533</b>
<b>PLAN OF EASEMENT OVER LOT 101 IN DP 1241951</b>	This sheet is for the provision of the following information as required: • A schedule of lots and addresses –See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals –See 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate No: ..... Date of Endorsement: .....	
Executed for and on behalf of <b>PA Enhanced Opportunity X Limited</b> by its duly authorised signatory in accordance with its constitution in the presence of:	
 _____ Witness	 _____ Authorised signatory
AGNES IP _____ Witness name (print)	JON ROBERT LEWIS _____ Authorised signatory name (print)
32/F, AIA Central 1 Connaught Road, Hong Kong _____ Witness address	
If space is insufficient use additional annexure sheet	
SURVEYOR'S REFERENCE: 8337-EASE	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

Registered:  18.7.2018 Office Use Only

Office Use Only


**DP1244533**

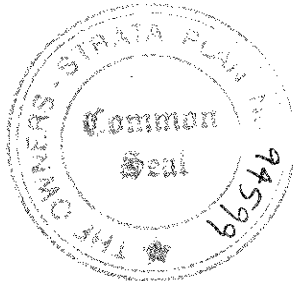
PLAN OF EASEMENT OVER  
LOT 101 IN DP 1241951

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.

Subdivision Certificate No: .....  
Date of Endorsement: .....

Name: David Pegler  
Title: Strata Manager

Signature  Date 29/5/18.




If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8337-EASE



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

Registered:  18.7.2018 Office Use Only

Office Use Only

DP1244533

PLAN OF EASEMENT OVER  
LOT 101 IN DP 1241951

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.

Subdivision Certificate No: .....  
Date of Endorsement: .....

CERTIFIED AS CORRECT FOR THE PURPOSES OF THE REAL  
PROPERTY ACT 1900 AND EXECUTED ON BEHALF OF THE COMPANY  
NAMED BELOW BY THE AUTHORISED PERSON WHOSE SIGNATURE  
APPEARS BELOW PURSUANT TO SECTION 127 OF THE CORPORATION  
ACT 2001



SIGNATURE OF AUTHORISED PERSON: YUE WANG

COMPANY: JIP ONE PTY LTD

If space is insufficient use additional annexure sheet

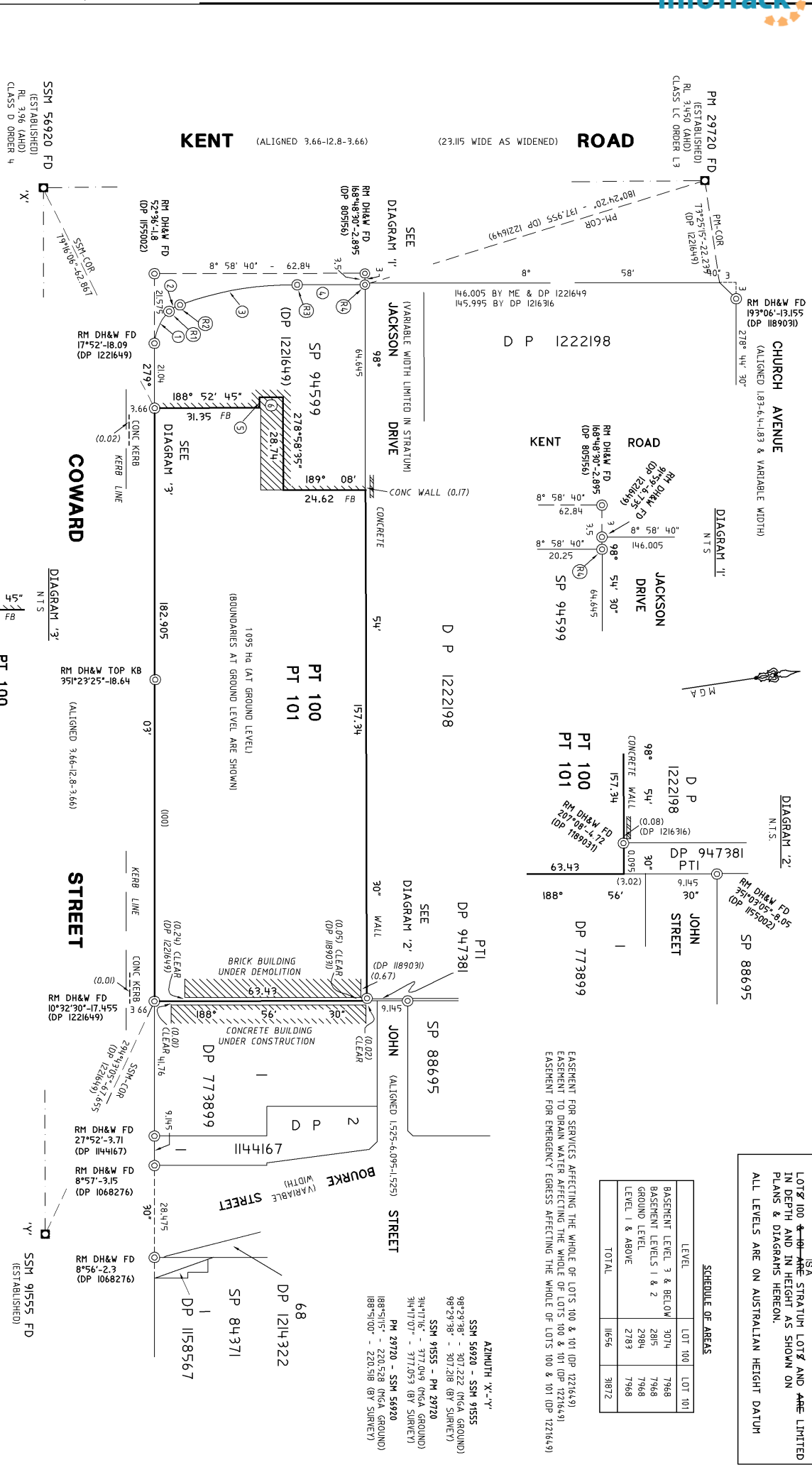
SURVEYOR'S REFERENCE: 8337-EASE



Lot 100 & 101 ARE STRATUM LOT'S AND ARE LIMITED IN DEPTH AND IN HEIGHT AS SHOWN ON PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

SCHEDULE OF AREAS

LEVEL	LOT 100	LOT 101
BASEMENT LEVEL 3 & BELOW	7968	7968
BASEMENT LEVEL 1 & 2	2815	7968
GROUND LEVEL	2984	7968
LEVEL 1 & ABOVE	2783	7968
TOTAL	1656	3872



SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70

MARK	M.G.A.	CO-ORDINATES	ZONE	56	METHOD	STATE
PM 29720	39251173	6245009.273	B	2	SCINS	FD
SM 56920	39217.231	6244791.985	B	2	SCINS	FD
SM 91555	392421.066	6244746.009	B	2	SCINS	FD

COMBINED SEA LEVEL SCALE FACTOR = 0.999993  
 SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM SCINS  
 6 NOVEMBER 2017

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	DISTANCE	ARC	RADIUS
1	303°07'30"	11.035	11.265	16
2	3°55'21.05"	2.71	2.73	7
3	358°44'5"	36.495	36.67	93.78
4	8°58'40"	20.25		
5	2°08'58.95"	3.22		
6	8°58'35"	7.015		

SCHEDULE OF REFERENCE MARKS FD

No	MARK	BEARING	DIST	DP
R1	DH&W PATH	5°20'05"	4.245	DP 1221649
R2	DH&W PATH	94°56'45"	4.665	DP 1221649
R3	DH&W TOP KB	114°44'35"	7.26	DP 1221649
R4	DH&W TOP KB	114°49'05"	5.52	DP 1221649

Surveyor: LACHLAN LEONARD HILLARD YOUNG  
 Date of Survey: 9 NOVEMBER 2017  
 Surveyor's Ref: 8337

PLAN OF SUBDIVISION OF LOT 3  
 IN DP 1221649

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 2017 1220 SC1  
 Lengths are in metres. Reduction Ratio 1: 800

Registered: 22.5.2018

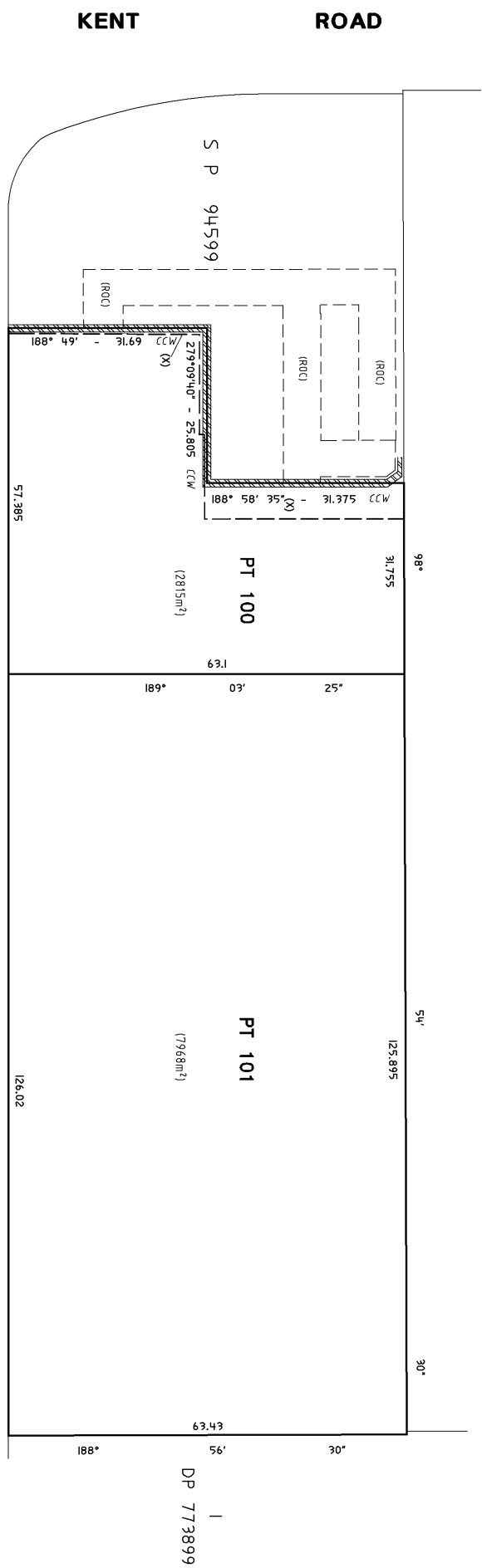
DP1241951





**BASEMENT LEVELS 1 AND 2**  
 LIMITED IN DEPTH TO RL -1.83 AND LIMITED IN HEIGHT TO RL 4.1 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

ISA  
 LOT 100 & 101 ARE STRATUM LOTS AND ARE LIMITED  
 IN DEPTH AND IN HEIGHT AS SHOWN ON  
 PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



**COWARD**

**STREET**

- CCW CENTRE CONCRETE WALL
- (ROCC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)
- (X) RESTRICTION ON THE LAND (AC2929311)

Surveyor: LACHLAN LEONARD HILLARD YOUNG  
 Date of Survey: 9 NOVEMBER 2017  
 Surveyor's Ref: 8337

PLAN OF SUBDIVISION OF LOT 3  
 IN DP 1221649

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 2017 1220 SC1  
 Lengths are in metres. Reduction Ratio 1:500

Registered:  
 22.5.2018

DP1241951



LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO RL 8.6 UNLESS OTHERWISE STATED  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

**GROUND LEVEL**

IS A  
 LOT 100 STRATUM LOT AND ARE LIMITED  
 IN DEPTH AND IN HEIGHT AS SHOWN ON  
 PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM

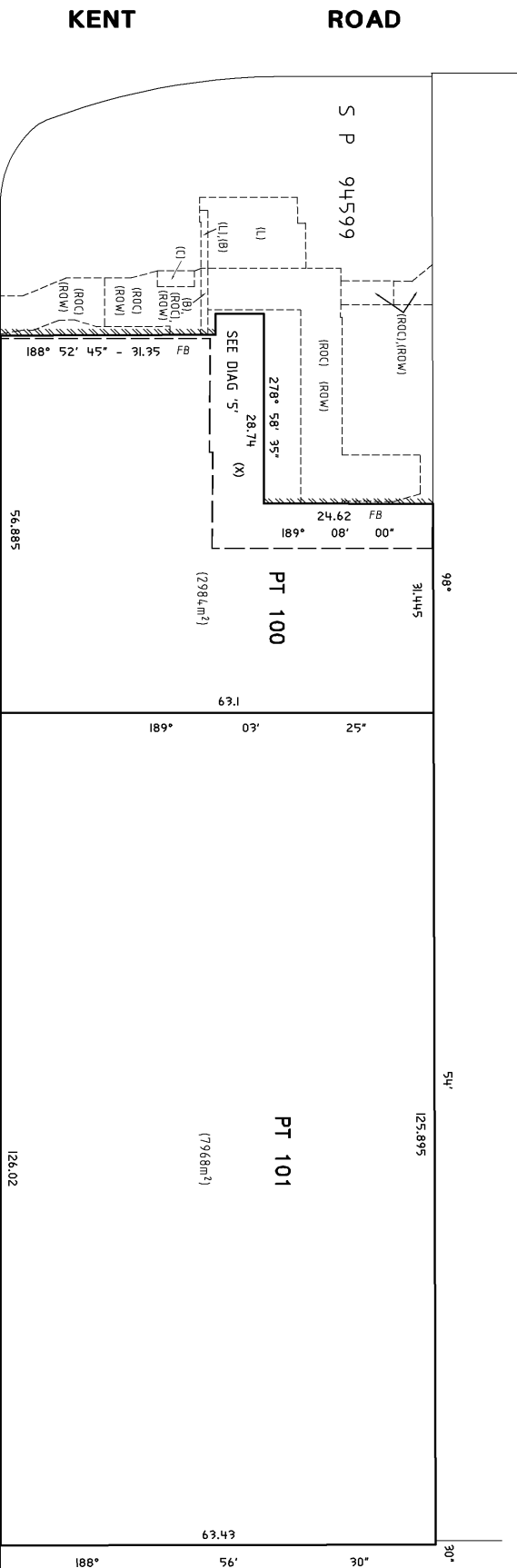
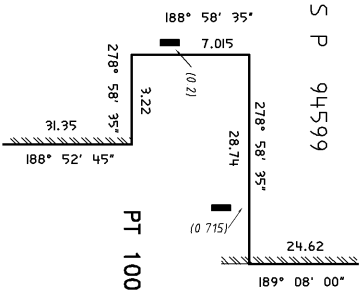


DIAGRAM 'S'  
 N.T.S.



**COWARD STREET**

- FB FACE OF BRICK WALL
- (B) EASEMENT FOR ACCESS 1.025 AND 1.205 WIDE LIMITED IN STRATUM (DP 1221649)
- (C) EASEMENT FOR COURIER BAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)
- (L) EASEMENT FOR LOADING BAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)
- (RWC) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)
- (ROW) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1221649)
- (X) RESTRICTION ON THE LAND (AC2929311)

Surveyor: LAGHAN LEONARD HILLARD YOUNG  
 Date of Survey: 9 NOVEMBER 2017  
 Surveyor's Ref: 8337

PLAN OF SUBDIVISION OF LOT 3  
 IN DP 1221649

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 2017 1220 SC1  
 Lengths are in metres. Reduction Ratio 1:500

Registered:  
 22.5.2018

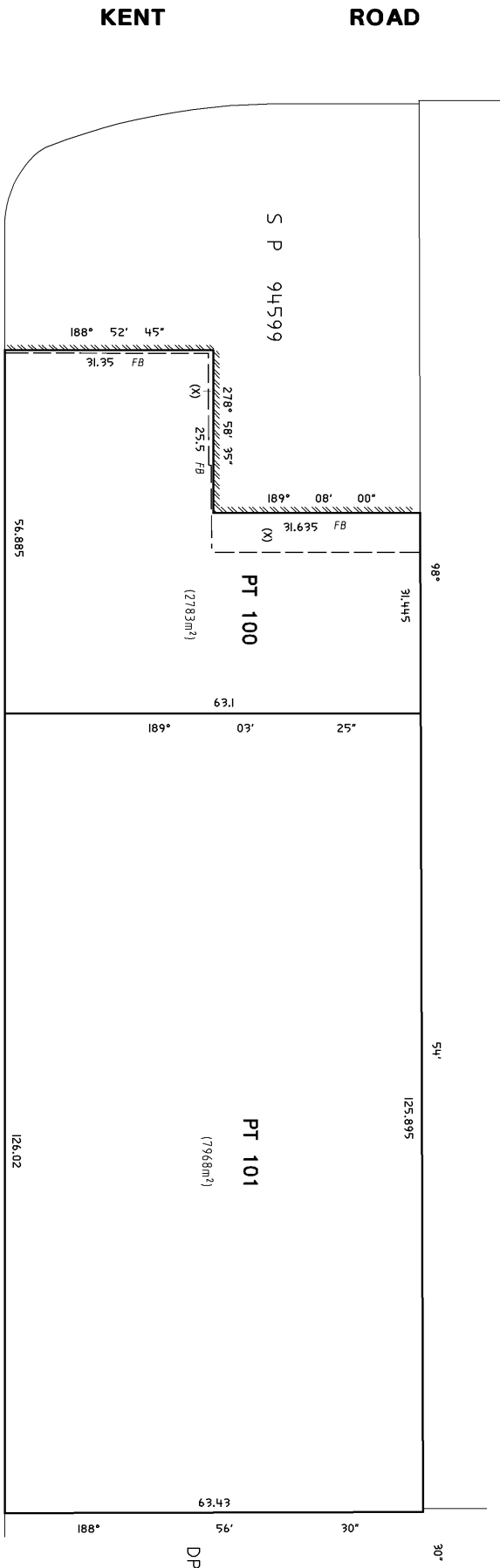
DP1241951

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



**LEVEL 1 AND ABOVE**  
 LIMITED IN DEPTH TO RL 8.6 AND UNLIMITED IN HEIGHT UNLESS OTHERWISE STATED.  
 REFER TO SCHEDULE OF AREAS ON SHEET 1 FOR TOTAL AREAS

ISA  
 LOT 100 AND STRATUM LOT 7 AND ARE LIMITED  
 IN DEPTH AND IN HEIGHT AS SHOWN ON  
 PLANS & DIAGRAMS HEREON.  
 ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM



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

Surveyor: JAGHIAN LEONARD HILLARD YOUNG  
 Date of Survey: 9 NOVEMBER 2017  
 Surveyor's Ref: 8337

PLAN OF SUBDIVISION OF LOT 3  
 IN DP 1221649

LGA: BAYSIDE  
 Locality: MASCOT  
 Subdivision No: 2017 1220 SC1  
 Lengths are in metres. Reduction Ratio 1:500

Registered:  
 22.5.2018

DP1241951

PLAN FORM 6 (2017)

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  22.5.2018

**DP1241951**

Title System: TORRENS

PLAN OF SUBDIVISION OF LOT 3  
IN DP 1221649

LGA: BAYSIDE  
Locality: MASCOT  
Parish: BOTANY  
County: CUMBERLAND

**SURVEY CERTIFICATE**

**Crown Lands NSW/Western Lands Office Approval**

I, LACHLAN LEONARD HILLARD YOUNG  
RAMSAY SURVEYORS PTY LTD  
of PO BOX 2244 CARLINGFORD 2118  
a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

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

\* (a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 9 NOVEMBER 2017, or

Signature: .....  
Date: .....  
File Number: .....  
Office: .....

~~\* (b) The part of the land shown in the plan (\*being/\*excluding\*\*~~

~~.....)  
was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or~~

\* (c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

**Subdivision Certificate**  
Luis Melim  
\* Authorised Person/\* General Manager/\* Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.


Datum Line: 'X'-'Y'

Type: \*Urban / \*Rural

The terrain is \* Level-Undulating/ \* ~~Steep-Mountainous~~

Signature:  Dated 13-11-2017

Surveyor Identification No: 8676  
Surveyor registered under the *Surveying and Spatial Information Act 2002*.

Signature:   
Accreditation No : .....  
Consent Authority: BAYSIDE COUNCIL  
Date of Endorsement: 9 May 2018  
Subdivision Certificate No: 2017 1220 SCI  
File No. : DA 2017 1220

\* 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.

\* Strike through if Inapplicable

Plans used in preparation of survey/compilation:


- DP 805156      DP 1216316
- DP 1068276    DP 1221649
- DP 1081391    DP 1222198
- DP 1144167
- DP 1155002
- DP 1189031

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 8337

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

<p><b>Registered:</b>  22.5.2018</p> <p><b>Office Use Only</b></p>	<p><b>Office Use Only</b></p> <h1 style="margin: 0;">DP1241951</h1>
<p><b>PLAN OF SUBDIVISION OF LOT 3 IN DP 1221649</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses –See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals –See 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p>Subdivision Certificate No: <u>2017 1220 SC1</u></p> <p>Date of Endorsement: <u>9 May 2018</u></p>	

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
100	280	COWARD	STREET	MASCOT
101	256	COWARD	STREET	MASCOT

~~PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:~~

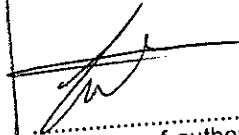
- ~~1. EASEMENT FOR CRANE ACCESS AFFECTING THE WHOLE OF LOT 101~~
- ~~2. EASEMENT FOR GROUND ANCHORS AFFECTING THE WHOLE OF LOT 101~~
- ~~3. EASEMENT FOR ACCESS FOR DEVELOPMENT WORKS AFFECTING THE WHOLE OF LOT 101~~

Certified as correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person whose signature appears below pursuant to the authority specified.

Company JKN COWARD PTY LIMITED

ACN: 166 594 645

Authority: Section 127 of the Corporations Act 2001



Signature of authorised person  
Name: Jean Nassif Sole director/secretary




If space is insufficient use additional annexure sheet

**SURVEYOR'S REFERENCE:** 8337



PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Registered:  22.5.2018 Office Use Only

Office Use Only

DP1241951

PLAN OF SUBDIVISION OF LOT 3  
IN DP 1221649

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.

Subdivision Certificate No: 2017 1220 SC1  
Date of Endorsement: 9.5.2018

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by GRAHAM SMITH  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

[Signature]  
(Signature) Tier Three Attorney

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

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness: [Signature]  
Name of witness: LORRAINE CHUNG

Address of witness: Level 3, 275 Kent St  
Sydney NSW 2000

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 8337

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

Registered:  22.5.2018 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 3  
IN DP 1221649**

**DP1241951**

Subdivision Certificate No: 2017 1220 SC1  
Date of Endorsement: 9.5.2018

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 for and on behalf of  
**PA Enhanced Opportunity X  
Limited** by its duly authorised  
signatory in accordance with its  
constitution in the presence of:



Witness

AGNES IP

Witness name (print)

32/F, AIA Central  
1 Connaught Road, Hong Kong

Witness address



Authorise signatory

JON ROBERT LEWIS

Authorised signatory name (print)

If space is insufficient use additional annexure sheet

**SURVEYOR'S REFERENCE: 8337**

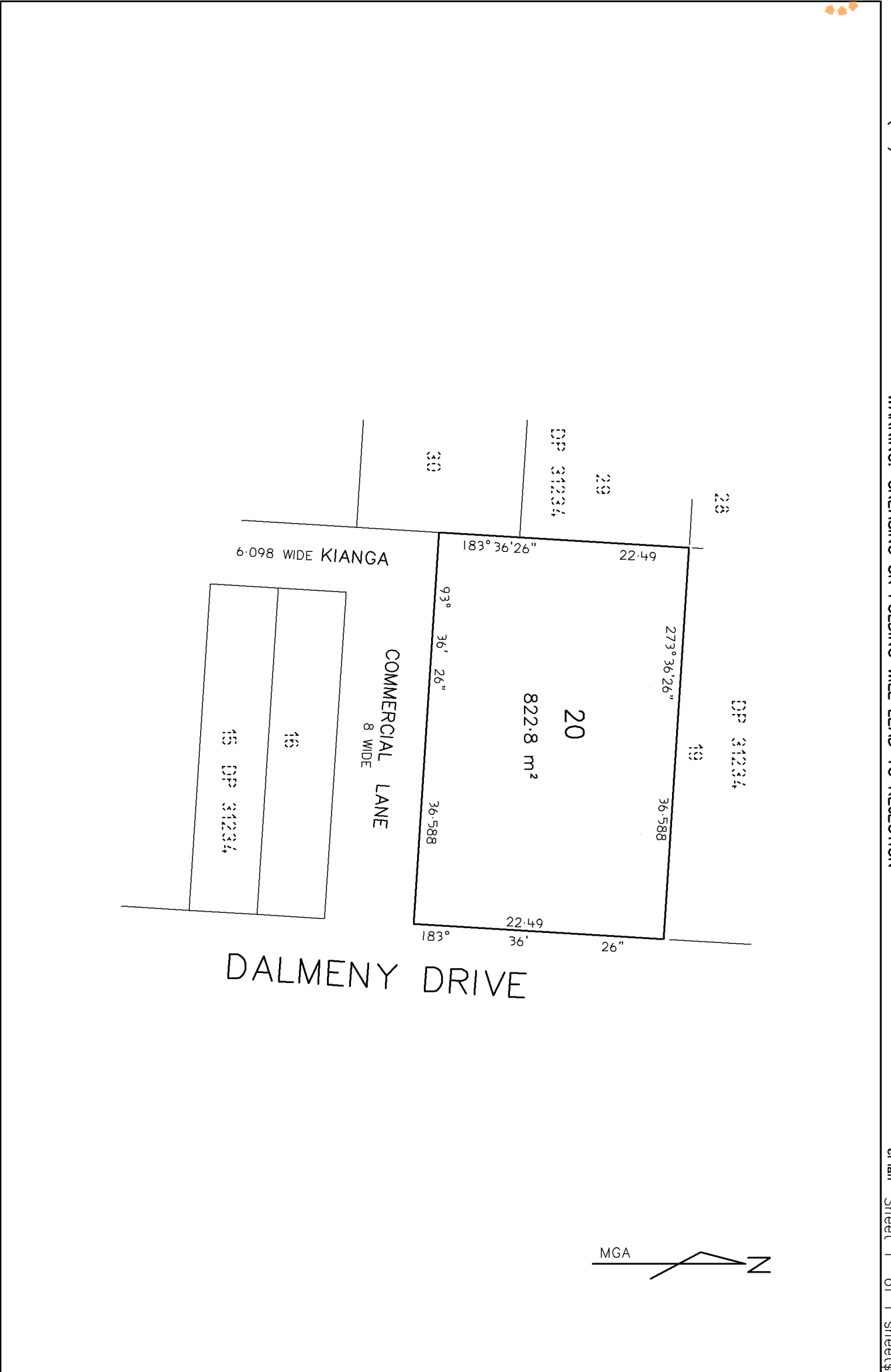
Surveyor: DAVID WILLIAM SLEDGE  
 Date of Survey: 9/01/2018  
 Date of Survey: 9/01/2018  
 Surveyor's Ref: 4411 3C

PLAN OF CONSOLIDATION OF LOTS 1 & 2 DP1238365

L.G.A.: EUROBOODALLA  
 Locality: KIANGA  
 Subdivision No: \_\_\_\_\_  
 Reduction Ratio 1: 500  
 Lengths are in metres

Registered  
 8.5.2018


DP1241953



10	20	30	40	50	60	Table of mm	90	100	110	120	130	140
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

<p>Registered:  8.5.2018 <span style="float: right;">Office Use Only</span></p> <p>Title System: TORRENS</p> <p>Purpose: CONSOLIDATION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1241953</h1>
<p><b>PLAN OF CONSOLIDATION OF LOTS 1 &amp; 2 DP1238365</b></p>	<p>LGA: EUROBODALLA</p> <p>Locality: KIANGA</p> <p>Parish: WAGONGA</p> <p>County: DAMPIER</p>
<p><del>Crown Lands NSW/Western Lands Office Approval</del></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: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, DAVID WILLIAM SLEDGE ..... of EUROBODALLA SHIRE COUNCIL ..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(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 .....</del></p> <p><del>*(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>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></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>Signature: <u>David Sledge</u> ..... Dated: <u>9/11/2018</u></p> <p>Surveyor ID: 1987 .....</p> <p>Datum Line: .....</p> <p>Type: *Urban/*Rural <del>.....</del></p> <p>The terrain is *Level-Undulating / *Steep-Mountainous. <del>.....</del></p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation. DP1238365</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 4411 3C</p>


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets


<p style="text-align: right;">Office Use Only</p> <p>Registered:  8.5.2018</p> <p>PLAN OF CONSOLIDATION OF LOTS 1 &amp; 2 DP1238365</p> <p>Subdivision Certificate number: .....</p> <p>Date of Endorsement: .....</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">DP1241953</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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Lot	Street number	Street name	Street type	Locality
20	53	DALMENY	DRIVE	KIANGA

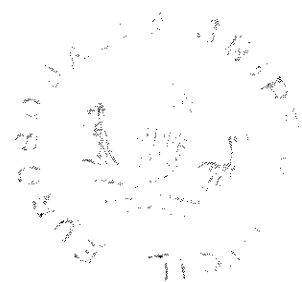
The Seal of Eurobodalla Shire Council was affixed  
 on 28 March 2018 pursuant to resolution  
 of Council dated 24 February 2015

in the presence of  .....

Mayor (Elizabeth Gai Innes)

 .....

General Manager (Catherine Dale)



Surveyor's Reference: 4411 3C

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AN573802K**


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

(A) TORRENS TITLE	For the common property CP/SP94599	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Collection Box IW	<del>DEPENDABLE STRATA</del> TOPPLACE, 121 MAJORS BAY <del>21 FORBIST RD</del> ROAD, CONCORD NSW 2137 <del>ARNCLIFFE 2203</del> 0404 907 882 Reference: <del>DAVID PEGLAR 1300 390 363</del> LC:18

- (C) The Owners-Strata Plan No. 94599 certify that a special resolution was passed on 20/2/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special bylaws 1,2,3,4,5  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

- Special By-law 1 Parking and Tow away
- Special By-law 2 Reimbursement of costs, charges and expense
- Special By-Law 3 False Alarms
- Special By-Law 4 Minor Renovations
- Special By-Law 5 Absolution of Maintenance

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure ABCD
- (G) The seal of The Owners-Strata Plan No. 94599 was affixed on 28/6/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: DAVID PEGLAR

Authority: STRATA MANAGER



Signature:

Name:

Authority:

BYLAWS

**SP94599**

39 Kent St, Mascot 2020

# SP94599

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# SP94599

## 1. Definitions

In these By-Laws:

**Authority** means any government or semi-government authority or instrumentality, provider of public utility services (statutory or otherwise), or any other person (including a private certifier), having rights or responsibilities over the Strata Plan, the Building and Common Property.

**Building** means the building and improvements on the Common Property.

**Code** means any code made by the Owners Corporation under these By-Laws.

**Common Property** means the common property of the Strata Plan.

**Council** means the City of Bayside Council or any successor as the local government authority having responsibility for the burdened lot/s.

**Executive Committee** means the executive committee of the Strata Plan.

**Garbage Room** means the part of the Building designated by the Owners Corporation for the storing of garbage.

**Law** means any statute, regulation, by-law or statutory requirement.

**Lot** means a lot in the Strata Plan.

**Occupier** means a lawful occupant of a Lot.

**Original Owner** means the registered proprietor of each Lot at the time of registration of the Strata Plan.

**Owner** means a registered owner or mortgagee of a Lot.

**Owners Corporation** means the owners corporation of the Strata Plan

**Planning Laws** means laws and regulations relating to the development, use and occupation of land in NSW.

**Rule** any rule made by the Owners Corporation under these By-Laws.

**Strata Plan** means the strata plan registered with these By-Laws.

## 2. Consent

### 2.1. How consent is given

- (a) Any consent given by the Owners Corporation under these By-Laws may be:
  - (i) given, varied or revoked by the Owners Corporation at a general meeting;
  - (ii) given, varied or revoked by the Executive Committee at a meeting of the Executive Committee (unless it is a consent that may only lawfully be given by the Owners Corporation in general meeting); and
  - (iii) (Subject to any Law) granted or withheld by the Owners Corporation or Executive Committee in their absolute discretion and granted with or without conditions.
- (b) Owners and Occupants must comply with any lawful condition of such consent.

### 2.2. Codes and Rules

- (c) The Owners Corporation may by resolution in a general meeting make, amend and revoke Codes and Rules governing the following:
  - (i) use, management, security and control of the Building;

# SP94599

- (ii) appearance of Lots including installation of any window treatments, security devices and signs visible outside the Lot;
  - (iii) enclosures for car and storage spaces; and
  - (iv) any other matter determined by the Owners Corporation.
- (d) If an Owner or Occupier applies for consent to an activity about which the Owners Corporation has made a Code or Rule then the Owners Corporation must not withhold consent to that activity if the activity is permitted by the Code or Rule.
- (e) Owners and Occupiers are bound by the terms of all Codes and Rules.

## 3. Common Property

### 3.1. Owners corporation powers

- (a) The Owners Corporation has the power to:
- (i) make and amend Codes and Rules about the Common Property;
  - (ii) install and operate equipment (including security equipment) on Common Property;
  - (iii) close off and restrict parts of Common Property via security devices;
  - (iv) restrict access to only Owners and Occupiers of Lots on a particular level; and
  - (v) Charge Owners for replacement of security devices.
- (b) If the Owners Corporation exercises rights under this clause it may provide Owners and Occupiers with keys or codes to operate security devices.
- (c) Owners and Occupiers must:
- (i) comply with the Owners Corporation directions concerning the use of security devices on Common Property;
  - (ii) not interfere with the operation of any security device; and
  - (iii) return all keys and codes for security devices on demand.

### 3.2. Damage and alterations

Owners and Occupiers must not:

- (a) damage, deface, remove or interfere with any part of the Building or any structure, service, equipment, garden, tree or plant on Common Property,
- (b) use solely for his or her own purposes any portion of the Common Property except as permitted by a By-Law, a consent granted by the Owners Corporation or a Law; and
- (c) make any alteration to their Lot which affects the Common Property without the prior consent of the Owners Corporation.

### 3.3. Installations

Despite section 62 of the *Strata Schemes Management Act 1996* (NSW) Act, an Owner must at its cost repair and maintain in a state of good working order any installation or structure that forms part of the Common Property and that services that Owner's Lot.

### 3.4. Defects

Owners and Occupiers must notify the Owners Corporation as soon as they become aware of any defect or damage to the Building and any equipment and structures on or within it.

### 3.5. Notice board

# SP94599

The Owners Corporation must install a notice-board to some part of the Common Property.

## 4. Behavior of Owners and Occupiers

### 4.1. General behaviour

Owners and Occupiers must:

- (a) comply with the By-Laws and all other Laws when using and occupying their Lot and Common Property;
- (b) keep their Lot clean and in good repair;
- (c) be adequately clothed when on Common Property;
- (d) not use language or behave in a manner likely to interfere with the use of Common Property by other Owners and Occupiers or cause offence or embarrassment to other Owners or Occupiers or to any other person lawfully using Common Property;
- (e) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the use of Common Property by other Owners and Occupiers or cause offence or embarrassment to other Owners or Occupiers or to any other person lawfully using Common Property;
- (f) not create any noise likely to interfere with the peaceful enjoyment of other Lots or the Common Property by other persons;
- (g) not permit any child of an Owner or Occupier or their invitees:
  - (iv) to play on Common Property; or
  - (v) to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children, unless accompanied by an adult exercising effective control;
- (h) (except with the prior written approval of the Owners Corporation) not hang any washing, towel, bedding, clothing or other article on any part of their Lot in a way that is visible from outside the Lot other than on clothes lines provided by the Owners Corporation for that purpose and there only for a reasonable period;
- (i) not smoke while on Common Property;
- (j) not obstruct the lawful use of Common Property by another person;
- (k) not do anything in breach of any Law while on Common Property; and
- (l) not deposit or throw on the Common Property any garbage, rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

### 4.2. Invitees

Each Owner and Occupier must ensure that their invitees do not breach any By-Laws.

### 4.3. Insurance - Change in use

Except with the prior written approval of the Owners Corporation, Owners and Occupiers must not change the use of their Lot if the change would be likely to adversely affect the Owners Corporation insurance for the Building, or increase the premium for the Owners Corporation insurance for the Building

### 4.4. Floorcoverings

- (a) Each Owner must ensure that all floor space within their Lot is covered or otherwise treated to prevent the transmission of noise from the Lot to another Lot which is likely to disturb the peaceful enjoyment of another Owner or Occupier.

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- (b) An Owner or Occupier of a Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of their Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.
- (c) This By-Law does not affect any requirement under any Law for the Owner or Occupier to obtain a consent or approval from an Authority to install or change the floor covering or surface of a Lot

## 4.5. Flammable substances

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any flammable, dangerous or hazardous substance that is likely to pose a health or safety risk to Owners, Occupiers or their invitees. This By-Law does not apply to substances:

- (a) used for domestic purposes provided they are in reasonable domestic quantities;
- (b) petrol, diesel or other lawful substances in a fuel tank of a motor vehicle ; or
- (c) substances used or stored by an Owner or Occupier of Commercial Lot who has a current permit from the substances under relevant Laws.

## 4.6. Security

- (a) An Owner or Occupier, or a person authorised by them, may install:
  - (i) locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Lot;
  - (ii) any screen or other device to prevent entry of animals or insects;
  - (iii) any structure or device to prevent harm to children; or
  - (iv) any device used to affix decorative items to the internal surfaces of walls in the Lot.
- (b) Any such device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building and must not be visible from outside the Lot.
- (c) An Owner or Occupier must repair any damage caused to any part of the Common Property by the installation or removal of any such device.
- (d) The Owner or Occupier must obtain the prior written approval of the Owners Corporation to any installation that affects Common Property.
- (e) This By-Law does not affect any requirement under any Law for the Owner or Occupier to obtain a consent or approval from an Authority to install or change structures on a Lot.

## 4.7. Windows & balconies

- (a) Owners are responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.
- (b) Despite paragraph (a), the Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be safely accessed by the Owner or Occupier of the Lot.
- (c) Owners and Occupiers may not without the prior consent of the Owners Corporation:
  - (i) install window treatments (including blinds, curtains or louvers) unless they are a neutral colour or off white or a colour otherwise approved by the Owners Corporation;
  - (ii) tint the glass of any windows;
  - (iii) install any exterior windows treatment (such as louvers, shutters, awnings, pergolas, shades, shade cloth or blinds); or
  - (iv) grills, locks or security devices which is visible from the outside of the Lot.

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- (d) Owners must keep all window and door treatments and furniture clean and in good repair.
  - (e) Owners must keep balconies forming part of their Lot clean and in good repair and maintained so as to prevent corrosion and weathering.
- 4.8. Moving furniture etc on Common Property
- (a) Owners and Occupiers may not move furniture, heavy or bulky items through Common Property except in accordance with the requirements of the Owners Corporation. Without limitation to By-Law 2.2, the Owners Corporation may stipulate requirements as to the time of day and area of Common Property used for such activities.
  - (b) Owners must at their cost repair any damage caused to Common Property by such activities.
- 4.9. Prevention of hazards
- Owners and Occupiers must not do anything or permit any of their invitees to do anything on the Lot or Common Property that is likely to:
- (a) affect the operation of fire safety devices or to reduce the level of fire safety in the Lots or Common Property; or
  - (b) create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- 4.10. Use
- Owners and Occupiers must ensure that their Lot is used only for purposes and in a manner that is permitted by Planning Laws.
- 4.11. Barbeques
- Owners and Occupiers must not:
- (a) place or operate a barbeque on the balcony of the Lot unless:
    - (i) it is a portable gas barbeque with a cover, or
    - (ii) it is a barbeque approved by, or a type approved by the Owners Corporation,
  - (b) permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.
- 4.12. Compensation to Owners Corporation
- Owners and Occupiers must compensate the Owners Corporation for any damage to the Building or Common Property or for any costs incurred by the Owners Corporation as a result of breach of the By-Laws by them, their invitees or anyone under their control.

## 5. Garbage disposal

- 5.1. Disposal
- (a) Owners and Occupiers may not place or leave garbage anywhere on the Common Property except the Garbage Room.
  - (b) Garbage must be placed in the garbage bins provided by the Owners Corporation in the Garbage Room, and in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines.
  - (c) Owners and Occupiers must promptly remove any thing which the Owner or Occupier has spilled and must take such action as may be necessary to clean the area within which that thing was spilled.
- 5.2. General
- (a) Owners and Occupiers must comply with the local council's requirements for the storage, handling

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and collection of garbage, waste and recyclable material and must notify the local council and Owners Corporation of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

- (b) The Owner or Occupier of a Commercial Lot must not deposit any item of commercial or trade waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (c) This By-Law does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

## 6. Keeping animals

- (a) Subject to section 49 (4) of the *Strata Schemes Management Act 1996* (NSW), an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal on a Lot except;
  - (i) One cat;
  - (ii) One small dog [<15kg];
  - (iii) Small caged birds;
  - (iv) Fish kept in a secure aquarium; or
  - (v) An assistance dog or guide dog.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot.
- (c) If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier must:
  - (i) Firstly, notify the Owners Corporation that the animal is being kept on the Lot, and
  - (ii) keep the animal within the Lot, and
  - (iii) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.

## 7. Provision of amenities or services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
  - (i) security services,
  - (ii) promotional services,
  - (iii) commercial cleaning,
  - (iv) domestic services,
  - (v) garbage disposal and recycling services,
  - (vi) electricity, water or gas supply,
  - (vii) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in paragraph (a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## 8. Controls on hours of operation and use of facilities

### 8.1. Regulating activities

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- (a) The Owners Corporation may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the strata scheme:
  - (i) that commercial or business activities may be conducted on a Lot or Common Property only during certain times; and
  - (ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions.
- (b) Owners and Occupiers must comply with a determination referred to in this By-Law.

### 8.2. Signs

The provisions of By-Law 8.1 relating to signs does not prohibit the Original Owner from displaying and installing 'For Sale' or 'For Lease' signs in a Lot or on Common Property.

## 9. Building works

### 9.1. Prohibition

Owners and Occupiers may not do any of the following without first obtaining the Owners Corporation consent

- (a) make any structural alteration to their Lot;
- (b) make any alteration affecting Common Property; or
- (c) install any windows treatments, security devices or signs visible outside the Lot.

### 9.2. Approvals

- (a) When seeking the Owners Corporation consent to my works or alterations, Owners must submit:
  - (i) copies of plans and specifications and other materials reasonably required by the Owners Corporation;
  - (ii) copies of approvals from relevant Authorities necessary for the works or alterations; and
  - (iii) a copy of the Owner's or its contractor's certificate of currency for insurance policy covering the proposed works and public liability.
- (b) The Owners Corporation may grant or withhold consent, and grant consent with conditions, in relation to any works and alterations.

### 9.3. Works

The Owner must procure the construction of approved Owner's works:

- (a) at its cost;
- (b) so that no damage is caused to Common Property and as little disturbance as possible is made to other Owners and Occupiers;
- (c) in a proper and workmanlike manner and to a standard commensurate with the Building using properly qualified tradesmen ;
- (d) promptly; and
- (e) in accordance with:
  - (i) approvals required to be obtained for the works;
  - (ii) the plans and specifications as approved by the Owner's Corporation and each relevant Authority;
  - (iii) the Building Code of Australia and all Laws ;
  - (iv) the requirements of relevant Authorities; and

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- (v) the reasonable directions of the Owners Corporation.
- (f) The Owner may not change the Owner's plans or the Owner's works without obtaining the Owners Corporation's prior written consent.

## 9.4. Certification

On completion of the Owner's works the Owner must:

- (a) give the Owner's Corporation a copy of a final occupation certificate for the works under the *Environmental Planning and Assessment Act 1979* (NSW);
- (b) provide to the Owners Corporation a copy of "as built" drawings for the works; and
- (c) remove all building rubbish and debris, repair any damage to the Common Property or the Building caused by the works, and clean any part of the Common Property used in carrying out the works.

## 10. Management Statement

### 10.1. Application

- (a) This By-Law applies if a Strata Management Statement registered with the Strata Plan.
- (b) **Strata Management statement** means a statement under Part 2A of the *Strata Management (Freehold Development) Act 1973 NSW*

### 10.2. Precedence and Compliance

- (a) If a term of a By-Law, Rules and code is inconsistent with a term of the Strata Management Statement, then the term of the Strata Management Statement will prevail to the extent of the inconsistency.
- (b) All Owners and Occupiers must comply with the terms of the Strata Management Statement.
- (c) Any consent of the Owners Corporation or Executive Committee to a matter or thing that also requires consent of the building management committee being given.

### 10.3. Authority

The Owners Corporation may from time to time appoint a representative to represent it on the building management committee.

## 11. Not Used

## 12. Storage Cages

### 12.1. Grant of rights

The Owners Corporation grants to each Owner the right to use part of the Common Property to store and maintain a storage cage to secure the storage space [but not the carspace] that comprises part of their Lot as set out in this by-law. Each Owner may at their own cost carry out the works subject to the terms and conditions contained in this By-Law.

### 12.2. Definitions

In this by-law, unless the context otherwise requires or permits;

- (a) Insurance means in relation to any works
  - (i) Contractors all risk insurance (including public liability insurance) for at least the amount of the estimated cost of the Works;
  - (ii) Workers' compensation insurance for each worker engaged in carrying out the Works; and



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- (iii) Any insurance required under the *Home Building Act 1989 [NSW]*
  - (b) Lot means a lot in the Strata Scheme
  - (c) Specifications means specifications for installing a storage cage approved by the Owners Corporation.
  - (d) Works means works to install and maintain a storage cage to secure the storage space that comprises part of an Owner's lot including ancillary works to facilitate those works and restoration of the Lot and Common property damaged by such works, which must be conducted in accordance with the Specifications.
- 12.3. Before commencement
- Before commencement of any works the Owner must:
- (a) Comply with By-Law 9;
  - (b) Obtain any necessary approvals from each relevant authority and the original Owner or the Owners Corporation (as the case may be) and provide a copy to the Owners Corporation ; and
  - (c) Take out and maintain insurance and provide a copy of a certificate of currency to the Owners Corporation.
- 12.4. During construction
- In carrying out Works an Owner at the relevant time must:
- (a) Comply with by-law 9
  - (b) Carry out all works in accordance with each approval of the Works and the requirement of each relevant Authority and the original Owner before the date of expiry of the initial period, and afterwards the Owner's Corporation, using duly licensed employees, contractors or agents;
  - (c) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and relevant Australian Standards;
  - (d) Ensure the Works are carried out expeditiously and with a minimum of disruption;
  - (e) Perform the works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
  - (f) Transport all construction materials, equipment and debris as directed by the Original Owner before the date of expiry of the initial period, and afterwards by the owners Corporation ;
  - (g) Protect all affected areas of the building outside the Lot from damage relating to the works or the transportation of construction materials, equipment and debris;
  - (h) Ensure that the works do not interfere with or damage the Common Property or the property of any other Owner other than as approved in this By-Law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
  - (i) Provide the original owners representative(s) before the date of expiry of the initial period, and afterwards the Owners Corporations nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
  - (j) Not vary or increase the scope of the Works approved under this By-Law without first obtaining the consent in writing from the Owners Corporation.
- 12.5. After construction
- After the Works have been completed the Owner must without unreasonable delay:
- (a) Comply with By-Law 9
  - (b) Notify the Owners corporation that the works have been completed;
  - (c) Notify the Owners Corporation that all damage if any, to lot and Common Property caused by the

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Works and not permitted by this By-Law has been rectified;

- (d) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority in relation to the completion of works;
- (e) If required by the Owner's Corporation, provide to the Owners Corporation certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Work or works required to rectify any damage to a lot or Common Property (including the Lot) have been completed in accordance with the terms of this By-Law; and
- (f) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this By-Law or any consents provided under this By-Law from time to time (for clarity more than one inspection may be required). The Owners Corporation's right to access the Lot arising under this By-Law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

### 12.6. Enduring rights and obligations

- (a) The Owner:
  - (i) must properly maintain and upkeep the Works;
  - (ii) must ensure that the Works and their use do not contravene any Laws or the requirements of any Authority;
  - (iii) must maintain and upkeep those parts of the Common Property in contact with the Works;
  - (iv) must comply with all valid directions, orders and requirements of any Authority and the Original Owner before the date of expiry of the initial period, and afterwards the Owners Corporation Owners Corporation, relating to the Works and their use;
  - (v) remains liable for any damage to any Lot or Common Property (including their Lot) arising out of the Works; and
  - (vi) indemnifies the owners Corporation against any costs or losses arising out of or in connection with the Works including their use.
- (b) If the Owner fails to comply with any obligation under this By-Law, then the Owners Corporation may at the Owners Cost:
  - (i) carry out all work necessary to perform that obligation;
  - (ii) enter upon any part of the Lot to carry out that work; and
  - (iii) recover the Cost of carrying out that work from the Owner.

### 13. Not Used

### 14. Incorporating Memorandum AG52000

In these By-Laws 'Memorandum' means the memorandum registered at the Land Titles Office number AG520000. The Owners Corporation and each Owner agree that the Memorandum will be used to determine who is responsible for repair, replacement or maintenance of an item or area within the strata scheme for the Strata Plan. These By-Laws incorporate the part of the terms of the Memorandum being the following parts:

- (a) Section 1;
- (b) Section 2.1-2.8
- (c) Section 2.9 amended to read as follows:

***Entrance Door Common Property OC Responsibility***

***a) Door locks to Common Property entrance door – original door lock or its subsequent replacement***

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*Common Property entrance door automatic closer.*

*Common Property entrance security door installed by OC or original owner - repair*

- (d) Section 2.10 amended to read as follows:

Add [d]

*Security door repair where installed by the Owner.*

- (e) Section 2.11: amended by deleting 2.11[a]
- (f) Section 2.12 amended to read as follows: delete the 2nd sentence in 2.12[a] and delete from 2.12[b]: '[lacquer or staining on top]'.  
(g) Section 2.13 amend of to read as follows: Add [i]: '[a]-[h] excludes damage caused or contributed to by an Owner.'  
(h) 2.14 amend by deleting U).  
(i) 2.15[c] amend to read 'Common property garage doors, hinge mechanism and lock'.

## 15. Responsibilities of Owners Corporation and consent conditions

### 15.1. Owners Corporation responsibilities

- (a) The Owners Corporation must comply with its obligations under the Strata Schemes Management Act 1996 (NSW) and ensure that the following are appropriately maintained and kept in good condition and order:
- (i) the building and landscaped areas in accordance with the plans and details approved under Development Consent No. 13/227 (as modified);
  - (ii) the artificial features on the common property in accordance with the plans and details approved under Development Consent No. 131227 (as modified);
  - (iii) the car wash bay;
  - (iv) waste water and the stormwater system (including pits, pipes, on-site detention structures, treatment devices, pump-out systems and rainwater tanks) in accordance with the maintenance schedule to ensure that all solid and liquid waste collected from the system shall be disposed of in a manner that does not pollute waters and in accordance with the Protection of the Environment Operations Act 1997;
  - (v) mechanical plant and equipment including (but not limited) to pumps, ventilation systems and passenger lifts;
  - (vi) acoustic measures in accordance with Development Consent No. 13/227;
  - (vii) new trees for a period of 24 months after planting including:
    - i. watering weekly for a period of at least 6 months or until the new trees are established;
    - ii. after that period feeding with suitable fertilizer annually;
    - iii. weed removal and replenishment of the mulch base every 3 months, but excludes any trimming or pruning in any circumstances.
- (b) The Owners Corporation must engage a landscape contractor:
- (i) weekly for a minimum period of 52 weeks after final completion of landscaping to carry out maintenance and defects remediation, replacing plants in the event of death, theft, damage or poor performance; and
  - (ii) after the end of that period, monthly for the same purposes.

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- (c) The Owners Corporation must ensure that all its obligations under Clauses 177, 182, 183, 184, 185 and 186 of the Environmental Planning and Assessment Regulation 2000 are met.
- (d) The Owners Corporation must ensure that:
  - (i) adequate and hygienic waste disposal and collection arrangements are maintained for Owners and Occupiers;
  - (ii) the waste storage area is properly maintained and kept clean and safe;
  - (iii) waste receptacles for the removal of waste, recycling etc are put out for collection between 4.00pm and 7.00pm the day prior to collection and by 12.00 noon on the day of collection; and
  - (iv) a graffiti management plan is implemented to remove graffiti from Common Property within 7 days.
  - (v) any CCTV surveillance system is maintained in good working order in accordance with any applicable development consent; and
  - (vi) any acoustic measures for aircraft noise for the Building are maintained in good working order in accordance with any applicable development consent.

### 15.2. Residential apartments and Adaptable Housing Units

- (a) Residential lots in the strata scheme may only be used as a single residential apartment for a single family.
- (b) Owners and Occupiers must not delete, change, add to or enclose any part of a Lot in a manner that would be inconsistent with the approved plans for the Lot under DA 13/227 without the prior approval of the relevant consent authority.
- (c) Storage areas in the basement of the strata scheme may only be used for storage by a lawful Owner or Occupier of the residential Lot that the storage area forms part of.
- (d) Owners and Occupiers must not make any change to an Adaptable Housing Unit without the prior approval of the relevant consent authority. Adaptable Housing Unit has the meaning given to it in AS4299-1995 as published on the date that these By-laws are registered.

### 15.3. Vehicles

#### Owners and Occupiers:

- (a) may not bring onto any part of the land in the strata scheme any vehicle larger than a B99 vehicle as described in Australian Standard 2890.1;
- (b) must only load and unload vehicles form within a Lot (including the Common Property) and they must not load or unload vehicles directly from any public place or street; and
- (c) may only drive vehicles into and out of the Building in a forward direction;
- (d) must not park or stand any motor vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor vehicle on Common Property except with the prior written approval of the Owners Corporation;
- (e) must keep their car space clean and in good repair and free from grease;
- (f) may not with the prior consent of the Owners Corporation:
  - (i) carry out repairs or maintenance of vehicles in their car space;
  - (ii) park boats or caravans in their car space;
  - (iii) use their car space for storage; or
  - (iv) enclose their car space.

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### 15.4. Amendments

The Owners Corporation may not amend any of the terms of By-Law 15 without obtaining the Council's prior written consent.

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## Special By-law 1 Parking and Tow away

Resolved that the Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

By-Law - Parking on Common Property & Tow Away Details in **Annexure A**

## Special By-law 2 Reimbursement of costs, charges and expense

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law for the reimbursement of costs, charges and expenses as **detailed in Annexure B**

## Special By-Law 3 False Alarms

Introduction

This by-law sets out rules concerning the recovery of Fire Brigade False Alarm Fees.

False Alarms caused by lot owners or occupiers of a lot

That an owner or occupier of a lot who has been deemed responsible for triggering a False Alarm occasioning in a fee being charged by NSW Fire Services will have the cost of the fee charged to the lot owner's account. Eye witnesses, security camera footage or the false alarm report issued by NSW Fire Brigade will be the used to determine the party responsible for the false alarm.

Recovery of Expenses from lot owner

In the event that an owner or occupier of a lot is deemed responsible for triggering a false alarm and a fee is issued by NSW Fire Services to the Owners Corporation, the Owners Corporation will:

- (a) Add the cost of the fee to the lot account of the owner of the lot responsible for triggering the False Alarm.
- (b) To the extent permitted by law, recover from the owner as a debt:
  - i. The cost of the False Alarm Fee.
  - ii. All legal and administrative costs incurred by the Owners Corporation associated with recovering the false alarm fee from the lot owner (Including Agent's Fee).

Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of this by-law.

## Special By-Law 4 Minor Renovations

DELEGATION OF DECISION MAKING IN RELATION TO MINOR RENOVATIONS TO STRATA COMMITTEE

Resolved that in accordance with section 110 (6b) of the Strata Schemes Management Act 2015, the Owners Corporation specially resolves to delegate the functions for the decision making in relation to minor renovations as listed in accordance with Section 110 (3 a-f) of the Strata Schemes Management Act (2015) to the strata committee. **Found in Annexure C**

## Special By-Law 5 Absolution of Maintenance

That the Owners Corporation be absolved from its maintenance responsibilities for certain fixtures, fittings and appliances that are located within the lot in the following form found in Annexure D.

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# **Annexure A Special By-Law 1**

## **Parking on Common Property & Tow Away**

That the Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

### **By-Law - Parking on Common Property & Tow Away**

#### 1. Introduction

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) Each Owner and Occupier must comply with this by-law.
- (c) If an Owner or Occupier does not comply with this by-law the Owners Corporation may take action against them including issuing notices and recovering the costs of doing so as a liquidated damage.

#### 2. Definitions & Interpretation

2.1 In this by-law:

- (a) "Common Property" means the common property for the Strata Scheme.
- (b) "Development Act" means the Strata Schemes (Freehold Development) Act 1973.
- (c) "Strata Committee" means the Strata committee of the Owners Corporation.
- (d) "Fee" means the amount fixed by the Strata Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice and the loss of use of the relevant Visitor Car Parking Space, being estimated at \$165.00 including GST as at the date of this by-law unless otherwise determined.
- (e) "Information Notice" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within a further 14 days.
- (f) "Lot" means a Lot within the Strata Scheme.
- (g) "Management Act" means the Strata Schemes Management Act 2015.
- (h) "Notification" means:
  - (a) an adhesive or other sticker or written notification to be placed on a Vehicle; or
  - (b) a letter addressed to the Owner or Occupier of a Lot,in a form approved from time to time by the Strata Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.
- (i) "Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.
- (j) "Offending Vehicle" means a Vehicle parked contrary to this by-law.
- (k) "Owner" means the Owner of a Lot.
- (l) "Owners Corporation" means the Owners Corporation for the Strata Scheme.
- (m) "Strata Legislation" means the Development Act and the Management Act.
- (n) "Strata Managing Agent" means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.

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- (o) "Strata Plan" means the strata plan for the Strata Scheme.
- (p) "Strata Scheme" means the strata scheme in respect of which this by-law applies.
- (q) "Vehicle" means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.
- (r) "Vehicle Information" means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.
- (s) "Visitor Car Parking Space" means any car parking space within the Strata Scheme which is not part of a Lot or which is not the subject of a right of exclusive use.

## 2.2 In this by-law:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,  
words importing the singular number include the plural and vice versa,
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- (f) any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law,
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including by-law 2), then the provisions of this by-law will prevail to the extent of that inconsistency, and
- (h) the terms of this by-law are independent of each other. If a term or sub-clause in this by-law is deemed void or unenforceable, the by-law as a whole will not be deemed unenforceable.

### 3. No Parking on Common Property by Owners and Occupiers

No Owner or Occupier is permitted to park a Vehicle on Common Property. Any prior approval to an Owner or Occupier to park a Vehicle on Common Property is revoked by virtue of the making of this by-law.

### 4. No Parking on Common Property by Occupiers to be Permitted by Owners

An Owner must:

- (a) not allow any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the



## SP94599

Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

### 5. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An Owner or Occupier of a lot must:

- (a) not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, except in a Visitor Car Parking Space.

### 6. No Parking on Common Property by Outsiders

An Owner or Occupier of a lot must not allow any person who is not visiting the Strata Scheme to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

### 7. Car Register

- (a) Every Owner or Occupier at the strata scheme must provide the Vehicle Information to the Owners Corporation, within 28 days of the date of registration of this by-law.
- (b) If any Owner or Occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the Owners Corporation may send an Information Notice to that Owner or Occupier.
- (c) The Owners Corporation may recover the Fee (being the cost of sending the Information Notice) as a debt due to the Owners Corporation.
- (d) If any Owner or Occupier does not supply the Vehicle Information within that further period of 14 days, then the Owners Corporation may take action and recover costs in accordance with clauses 9-12 of this by-law.

### 8. Consequences of a Breach

- (a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-7 this by-law, the Owners Corporation may:
  - (i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law, and which Notification may be prepared and sent on the Owners Corporation's behalf by its solicitor or Strata Managing Agent; and
  - (ii) issue more than one Notification throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
  - (iii) move, reposition or remove (including by towing) the Offending Vehicle; and
  - (iv) recover the following amounts as a debt to the Owners Corporation:
    - (1) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and
    - (2) the cost of moving, repositioning or removing (including by towing) the Offending Vehicle in accordance with clause 8(a)(iii); and
    - (3) the expenses incurred by the Owners Corporation pursuant to clause 12.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt

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from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

(c) The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause 8(a)(iv) and, if more than one person, they will be jointly and severally liable:

- (i) the person who parked the Offending Vehicle;
- (ii) any person who owns or has a legal interest in the Offending Vehicle;
- (iii) the person entitled to control the use of the Offending Vehicle; and
- (iv) the Owner of any Lot tenanted or occupied by a person referred to in sub-clause 8(c)(i)-(iii).

### 9. Invoicing

(a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.

(b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

### 10. Interest

Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

### 11. Recovery

The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

### 12. Recovery of Expenses

(a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

- (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
- (ii) the cost of issuing an invoice for the debt; and
- (iii) all legal costs incurred in connection with the recovery of the debt.

(b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

(c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

(d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in

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that invoice.

(e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

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### **Annexure B Special By-Law 2 Reimbursement of costs**

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law with the following terms:

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may:

to the extent permitted by law, recover from the owner or occupier as a debt:

(a). The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:

- (1) issue a notice to comply with a by-law,
- (2) prepare an application for and attend mediation,
- (3) prepare an application for an order by a tribunal,
- (4) prepare an application for a penalty to be imposed,
- (5) Appear at the tribunal on behalf of the Owners Corporation.
- (6) Any costs incurred relating to action taken to remedy a breach of by-law.

(b). the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to the breach of by-laws, including legal costs and disbursements on an indemnity basis.

B. Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of any by-law.

C. In addition to any other rights of the owners corporation under this by-law, the owners corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

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# Annexure C Special By-Law 4 Minor Renovations

"Minor renovations" include but are not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) work involving reconfiguring walls,
- (f) installing a false or suspended ceiling,
- (g) installing ceiling insulation, ceiling downlights
- (h) installing a split system air conditioner,
- (i) installing a clothesline or similar laundry drying device,
- (j) installing a pergola or awning,
- (k) installing double or triple glazed windows,
- (l) installing a satellite dish or television antenna,
- (m) installing a whirly bird, extraction fan or similar device,
- (n) any other work prescribed by the regulations for the purposes of this subsection

Before obtaining the approval of the strata committee, an owner of a lot must give written notice of proposed minor renovations to the strata committee, including the following:

- (a) details of the work, including copies of any plans,
- (b) duration and times of the work,
- (c) details of the persons carrying out the work, including qualifications to carry out the work,
- (d) arrangements to manage any resulting rubbish or debris.
- (e) An owner of a lot must ensure that any damage caused to any part of the common property or to another lot by the carrying out of minor renovations by or on behalf of the owner is repaired, and the minor renovations and any repairs are carried out in a competent and proper manner.

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## Annexure D Special By-Law 5 Absolution of Maintenance

That the Owners Corporation specially resolve to be absolved from its maintenance responsibilities for certain fixtures, fittings and appliances that are located within the lot, in the following form;

### Part 1- Introduction and intent

(A) This By-Law has been drafted from the Strata Schemes Management Act 2015 section 107 common property memorandum which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(B) The intent of the By-Law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting within the lot, whether specified in this By-Law or not, or any appliance that only services one lot, whether specified in this By-Law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(C) Any item specified in this By-Law that is afforded cover for damage due to an insurable event by the Owners Corporation insurance policy shall still be protected by that insurance.

(D) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporation responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(E) This By-Law does not confer any rights upon a lot owner to install any item listed in this By-Law as a fixture or fitting of a lot.

### Part 2- Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

(A) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

(B) Lot means any lot in the strata plan.

(C) Owner means the owner of the lot.

(D) Owners Corporation means the Owners Corporation created by the registration of Strata Plan 94599

(E) Internal Area means any area within the envelope of a lot as defined by the Strata Plan.

(F) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this By-Law, unless the context otherwise requires:

(A) the singular includes plural and vice versa;

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- (B) any gender includes the other genders;
- (C) any terms in the By-Law will have the same meaning as those defined in the Act;
- (D) any references to legislation includes references to amending and replacing legislation.

## **Part 3- Terms and conditions**

In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

### 3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (A) All cornices
- (B) All skirting boards
- (C) All architraves and internal Door Jams
- (D) Wall tiles wherever located, including kitchen, bathroom and laundries
- (E) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (F) False Ceilings
- (G) Mezzanines, Stairs and Handrails
- (H) All paintwork and wall paper
- (I) The cleaning of mould throughout the lot where the causative factors are purely environmental.

### 3.2 Bathroom, Ensuities and Laundry Areas

All bathroom, Ensuite and Laundry fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) Shower screens
- (C) Bathtub, including internal floor waste and drainage pipes
- (D) Sinks and hand basins including internal drainage pipes
- (E) Cabinets and mirrors
- (F) Toilet pan, including cistern and internal wall pipes
- (G) All lights, light fittings and exhaust fans that only service the lot, wherever located

### 3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) All internal waste and drainage pipes, including connections to the common stack
- (C) Bench tops
- (D) Ovens, stoves and cook tops

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(E) Sinks and insinkerators

(F) All lights, light fittings, exhaust fans and range hood that only service the lot, wherever located, including ducting and external ventilation points

### 3.4 Floor Coverings

(A) All carpet within the lot

(B) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles

(C) All floor boards, whether floating or fixed

(D) All parquetry, linoleum, vinyl and cork tiles wherever located.

### 3.5 Balcony and Courtyard Areas

(A) All tiles, pavers and decking

(B) All stairs and handrails , infill panels, glass panels and balustrading within the balcony or courtyard area

(C) All awnings, pergolas, privacy screens or louvers, whether originally installed or subsequently installed after the registration of the Strata Plan

(D) All plants and grassed areas within the balcony or courtyard

(E) The pruning, trimming or removal of a tree or trees, including damage caused by roots.

(F) Fences that divide two lots

(G) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

### 3.6 Electrical Fittings and Appliances

(A) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling

(B) All electrical sockets and wall plates

(C) Electrical main and sub-main that services only one lot including fuses wherever located

(D) Smoke detectors that only service one lot

(E) Alarm systems that only service one lot

(F) Individual Garage door motors

(G) Telephone, Television, cable television, intercom handsets, internet wall plates and cabling that only services one lot, wherever located

(H) Split system and ducted air conditioning systems including condenser units and all associated equipment wherever located that only service one lot;

(I) Ceiling Fans

(J) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located

(K) Any general appliance, such as dishwasher, microwave oven, clothes dryer or other appliance that is designed to only service a single lot



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### 3.7 Balcony Doors, Garage Doors, Windows, Mail Boxes Storage cage and Garage Area

(A) All fly screens, security screens fitted to the windows and doors, security doors, internal doors, balcony doors and windows of the lot, whether originally installed or subsequently installed after the registration of the Strata Plan.

(B) Automatic Door closers

(C) Storage cages that are for the use of one lot.

(D) Garage doors that only service one lot.

(E) Mail Box Locks.

(F) Any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the lot, whether installed originally or subsequently by the lot owner

(G) Supplying or replacing swipe cards, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

### 3.8 External areas

(A) Any antenna that only services one lot

(B) Any security screening that only services one lot

(C) Any security surveillance equipment that only services one lot

(D) Any fence and fence extensions that only service one lot

(E) Clotheslines that only service one lot

Approved Form 10

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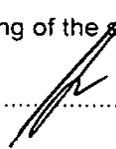
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate:-~~

The seal of The Owners - Strata Plan No 94599 was affixed on ^ 28/06/2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: David Peglar Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.

---

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



1/1

**Substitute Dealing**

Time 4:02  
Date 26/8/20  
CSB21.....SV.....



**AQ283032B**

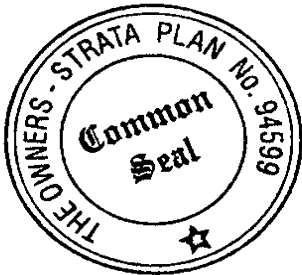
**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP94599	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any DEPENDABLE STRATA 21 FOREST ROAD ARNCLIFFE NSW 2205 Reference: DAVID PEGLER 0280656266
		CODE <b>CH</b>

- (C) The Owners-Strata Plan No. 94599 certify that a special resolution was passed on 13/5/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. 19  
 Amended by-law No. NOT APPLICABLE  
 as fully set out below:  
 19. Prohibition of Short Term Rental Accommodation.



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure
- (G) The seal of The Owners-Strata Plan No. 94599 was affixed on 5/8/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]  
 Name: TETSUO YAMAGISHI  
 Authority: Strata Manager

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Authority: \_\_\_\_\_



**BYLAWS**

**SP94599**

**39 Kent St, Mascot 2020**

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## 1. Definitions

In these By-Laws:

**Authority** means any government or semi-government authority or instrumentality, provider of public utility services (statutory or otherwise), or any other person (including a private certifier), having rights or responsibilities over the Strata Plan, the Building and Common Property.

**Building** means the building and improvements on the Common Property.

**Code** means any code made by the Owners Corporation under these By-Laws.

**Common Property** means the common property of the Strata Plan.

**Council** means the City of Bayside Council or any successor as the local government authority having responsibility for the burdened lot/s.

**Executive Committee** means the executive committee of the Strata Plan.

**Garbage Room** means the part of the Building designated by the Owners Corporation for the storing of garbage.

**Law** means any statute, regulation, by-law or statutory requirement.

**Lot** means a lot in the Strata Plan.

**Occupier** means a lawful occupant of a Lot.

**Original Owner** means the registered proprietor of each Lot at the time of registration of the Strata Plan.

**Owner** means a registered owner or mortgagee of a Lot.

**Owners Corporation** means the owners corporation of the Strata Plan

**Planning Laws** means laws and regulations relating to the development, use and occupation of land in NSW.

**Rule** any rule made by the Owners Corporation under these By-Laws.

**Strata Plan** means the strata plan registered with these By-Laws.

## 2. Consent

### 2.1. How consent is given

- (a) Any consent given by the Owners Corporation under these By-Laws may be:
  - (i) given, varied or revoked by the Owners Corporation at a general meeting;
  - (ii) given, varied or revoked by the Executive Committee at a meeting of the Executive Committee (unless it is a consent that may only lawfully be given by the Owners Corporation in general meeting); and
  - (iii) (Subject to any Law) granted or withheld by the Owners Corporation or Executive Committee in their absolute discretion and granted with or without conditions.
- (b) Owners and Occupants must comply with any lawful condition of such consent.

## 2.2. Codes and Rules

- (c) The Owners Corporation may by resolution in a general meeting make, amend and revoke Codes and Rules governing the following:
  - i. Use, management, security and control of the building.
  - ii. Appearance of Lots including installation of any window treatments, security devices and signs visible outside the Lot;
  - iii. Enclosures for car and storage spaces; and
  - iv. Any other matter determined by the Owners Corporation.
- (d) If an Owner or Occupier applies for consent to an activity about which the Owners Corporation has made a Code or Rule then the Owners Corporation must not withhold consent to that activity if the activity is permitted by the Code or Rule.
- (e) Owners and Occupiers are bound by the terms of all Codes and Rules.

## 3. Common Property

### 3.1. Owners Corporation powers

- (a) The Owners Corporation has the power to:
  - (i) make and amend Codes and Rules about the Common Property;
  - (ii) install and operate equipment (including security equipment) on Common Property;
  - (iii) close off and restrict parts of Common Property via security devices;
  - (iv) restrict access to only Owners and Occupiers of Lots on a particular level; and
  - (v) Charge Owners for replacement of security devices.
- (b) If the Owners Corporation exercises rights under this clause it may provide Owners and Occupiers with keys or codes to operate security devices.
- (c) Owners and Occupiers must:
  - (i) comply with the Owners Corporation directions concerning the use of security devices on Common Property;
  - (ii) not interfere with the operation of any security device; and
  - (iii) return all keys and codes for security devices on demand.

### 3.2. Damage and alterations

Owners and Occupiers must not:

- (a) damage, deface, remove or interfere with any part of the Building or any structure, service, equipment, garden, tree or plant on Common Property,
- (b) use solely for his or her own purposes any portion of the Common Property except as permitted by a By-Law, a consent granted by the Owners Corporation or a Law; and
- (c) make any alteration to their Lot which affects the Common Property without the prior consent of the Owners Corporation.

### 3.3. Installations

Despite section 62 of the *Strata Schemes Management Act 1996* (NSW) Act, an Owner must at its cost repair and maintain in a state of good working order any installation or structure that forms part of the Common Property and that services that Owner's Lot.

#### 3.4. Defects

Owners and Occupiers must notify the Owners Corporation as soon as they become aware of any defect or damage to the Building and any equipment and structures on or within it.

#### 3.5. Notice board

The Owners Corporation must install a notice-board to some part of the Common Property.

## 4. Behavior of Owners and Occupiers

### 4.1. General Behaviour

Owners and Occupiers must:

- (a) comply with the By-Laws and all other Laws when using and occupying their Lot and Common Property;
- (b) keep their Lot clean and in good repair;
- (c) be adequately clothed when on Common Property;
- (d) not use language or behave in a manner likely to interfere with the use of Common Property by other Owners and Occupiers or cause offence or embarrassment to other Owners or Occupiers or to any other person lawfully using Common Property;
- (e) take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the use of Common Property by other Owners and Occupiers or cause offence or embarrassment to other Owners or Occupiers or to any other person lawfully using Common Property;
- (f) not create any noise likely to interfere with the peaceful enjoyment of other Lots or the Common Property by other persons;
- (g) not permit any child of an Owner or Occupier or their invitees:
  - (iv) to play on Common Property; or
  - (v) to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children, unless accompanied by an adult exercising effective control;
- (h) (except with the prior written approval of the Owners Corporation) not hang any washing, towel, bedding, clothing or other article on any part of their Lot in a way that is visible from outside the Lot other than on clothes lines provided by the Owners Corporation for that purpose and there only for a reasonable period;
- (i) not smoke while on Common Property;
- (j) not obstruct the lawful use of Common Property by another person;
- (k) not do anything in breach of any Law while on Common Property; and
- (l) not deposit or throw on the Common Property any garbage, rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.



4.2. Invitees

Each Owner and Occupier must ensure that their invitees do not breach any By-Laws.

4.3. Insurance - Change in use

Except with the prior written approval of the Owners Corporation, Owners and Occupiers must not change the use of their Lot if the change would be likely to adversely affect the Owners Corporation insurance for the Building, or increase the premium for the Owners Corporation insurance for the Building

4.4. Floor coverings

- (a) Each Owner must ensure that all floor space within their Lot is covered or otherwise treated to prevent the transmission of noise from the Lot to another Lot which is likely to disturb the peaceful enjoyment of another Owner or Occupier.
- (b) An Owner or Occupier of a Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of their Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.
- (c) This By-Law does not affect any requirement under any Law for the Owner or Occupier to obtain a consent or approval from an Authority to install or change the floor covering or surface of a Lot

4.5. Flammable substances

An Owner or Occupier must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any flammable, dangerous or hazardous substance that is likely to pose a health or safety risk to Owners, Occupiers or their invitees. This By-Law does not apply to substances:

- (a) used for domestic purposes provided they are in reasonable domestic quantities;
- (b) petrol, diesel or other lawful substances in a fuel tank of a motor vehicle ; or
- (c) substances used or stored by an Owner or Occupier of Commercial Lot who has a current permit form the substances under relevant Laws.

4.6. Security

- (a) An Owner or Occupier, or a person authorised by them, may install:
  - (i) locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Lot;
  - (ii) any screen or other device to prevent entry of animals or insects;
  - (iii) any structure or device to prevent harm to children; or
  - (iv) any device used to affix decorative items to the internal surfaces of walls in the Lot.

- (b) Any such device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building and must not be visible from outside the Lot.
- (c) An Owner or Occupier must repair any damage caused to any part of the Common Property by the installation or removal of any such device.
- (d) The Owner or Occupier must obtain the prior written approval of the Owners Corporation to any installation that affects Common Property.
- (e) This By-Law does not affect any requirement under any Law for the Owner or Occupier to obtain a consent or approval from an Authority to install or change structures on a Lot.

#### 4.7. Windows & balconies

- (a) Owners are responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property.
- (b) Despite paragraph (a), the Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be safely accessed by the Owner or Occupier of the Lot.
- (c) Owners and Occupiers may not without the prior consent of the Owners Corporation:
  - (i) install window treatments (including blinds, curtains or louvers) unless they are a neutral colour or off white or a colour otherwise approved by the Owners Corporation;
  - (ii) tint the glass of any windows;
  - (iii) install any exterior windows treatment (such as louvers, shutters, awnings, pergolas, shades, shade cloth or blinds); or
  - (iv) grills, locks or security devices which is visible from the outside of the Lot.
- (d) Owners must keep all window and door treatments and furniture clean and in good repair.
- (e) Owners must keep balconies forming part of their Lot clean and in good repair and maintained so as to prevent corrosion and weathering.

#### 4.8. Moving furniture etc on Common Property

- (a) Owners and Occupiers may not move furniture, heavy or bulky items through Common Property except in accordance with the requirements of the Owners Corporation. Without limitation to By-Law 2.2, the Owners Corporation may stipulate requirements as to the time of day and area of Common Property used for such activities.
- (b) Owners must at their cost repair any damage caused to Common Property by such activities.

#### 4.9. Prevention of hazards

Owners and Occupiers must not do anything or permit any of their invitees to do anything on the Lot or Common Property that is likely to:

- (a) affect the operation of fire safety devices or to reduce the level of fire safety in the Lots or Common Property; or
- (b) create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

#### 4.10. Use

Owners and Occupiers must ensure that their Lot is used only for purposes and in a manner that is permitted by Planning Laws.

#### 4.11. Barbeques

Owners and Occupiers must not:

- (a) place or operate a barbeque on the balcony of the Lot unless:
  - (i) it is a portable gas barbeque with a cover, or
  - (ii) it is a barbeque approved by, or a type approved by the Owners Corporation,
- (b) permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

#### 4.12. Compensation to Owners Corporation

Owners and Occupiers must compensate the Owners Corporation for any damage to the Building or Common Property or for any costs incurred by the Owners Corporation as a result of breach of the By-Laws by them, their invitees or anyone under their control.

## 5. Garbage Disposal

### 5.1. Disposal

- (a) Owners and Occupiers may not place or leave garbage anywhere on the Common Property except the Garbage Room .
- (b) Garbage must be placed in the garbage bins provided by the Owners Corporation in the Garbage Room, and in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines.
- (c) Owners and Occupiers must promptly remove any thing which the Owner or Occupier has spilled and must take such action as may be necessary to clean the area within which that thing was spilled.

### 5.2. General

- (a) Owners and Occupiers must comply with the local council's requirements for the storage, handling  
and collection of garbage, waste and recyclable material and must notify the local council and Owners Corporation of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (b) The Owner or Occupier of a Commercial Lot must not deposit any item of commercial or trade waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (c) This By-Law does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant Law applying to the disposal of such waste.

## 6. Keeping Animals

- (a) Subject to section 49 (4) of the *Strata Schemes Management Act 1996* (NSW), an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal on a Lot except;
  - (i) One cat;
  - (ii) One small dog [<15kg];
  - (iii) Small caged birds;
  - (iv) Fish kept in a secure aquarium; or (v) An assistance dog or guide dog.
- (b) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a Lot.
- (c) If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier must:
  - (i) Firstly, notify the Owners Corporation that the animal is being kept on the Lot, and
  - (ii) keep the animal within the Lot, and
  - (iii) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.

## 7. Provision of Amenities or Services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
  - (i) security services,
  - (ii) promotional services,
  - (iii) commercial cleaning,
  - (iv) domestic services,
  - (v) garbage disposal and recycling services,
  - (vi) electricity, water or gas supply,
  - (vii) telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in paragraph (a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

## 8. Controls on hours of operation and use of facilities

### 8.1. Regulating activities

- (a) The Owners Corporation may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the strata scheme:
  - (i) that commercial or business activities may be conducted on a Lot or Common Property only during certain times; and
  - (ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions.

- (b) Owners and Occupiers must comply with a determination referred to in this By-Law.

## 8.2. Signs

The provisions of By-Law 8.1 relating to signs does not prohibit the Original Owner from displaying and installing 'For Sale' or 'For Lease' signs in a Lot or on Common Property.

# 9. Building Works

## 9.1. Prohibition

Owners and Occupiers may not do any of the following without first obtaining the Owners Corporation consent

- (a) make any structural alteration to their Lot;
- (b) make any alteration affecting Common Property; or
- (c) install any windows treatments, security devices or signs visible outside the Lot.

## 9.2. Approvals

- (a) When seeking the Owners Corporation consent to my works or alterations, Owners must submit:
  - (i) copies of plans and specifications and other materials reasonably required by the Owners Corporation;
  - (ii) copies of approvals from relevant Authorities necessary for the works or alterations; and
  - (iii) a copy of the Owner's or its contractor's certificate of currency for insurance policy covering the proposed works and public liability.
- (b) The Owners Corporation may grant or withhold consent, and grant consent with conditions, in relation to any works and alterations.

## 9.3. Works

The Owner must procure the construction of approved Owner's works:

- (a) at its cost;
- (b) so that no damage is caused to Common Property and as little disturbance as possible is made to other Owners and Occupiers;
- (c) in a proper and workmanlike manner and to a standard commensurate with the Building using properly qualified tradesmen ;
- (d) promptly; and
- (e) in accordance with:
  - i. approvals required to be obtained for the works;
  - ii. the plans and specifications as approved by the Owners Corporation and each relevant Authority;

- iii. the Building Code of Australia and all Laws;
  - iv. the requirements of relevant Authorities; and
  - v. the reasonable directions of the Owners Corporation.
- (f) The Owner may not change the Owner's plans or the Owner's works without obtaining the Owners Corporation's prior written consent.

#### 9.4. Certification

On completion of the Owner's works the Owner must:

- (a) give the Owner's Corporation a copy of a final occupation certificate for the works under the *Environmental Planning and Assessment Act 1979 (NSW)*;
- (b) provide to the Owners Corporation a copy of "as built" drawings for the works; and
- (c) remove all building rubbish and debris, repair any damage to the Common Property or the Building caused by the works, and clean any part of the Common Property used in carrying out the works.

## 10. Management Statement

### 10.1. Application

- (a) This By-Law applies if a Strata Management Statement registered with the Strata Plan.
- (b) **Strata Management statement** means a statement under Part 2A of the *Strata Management (Freehold Development) Act 1973 NSW*

### 10.2. Precedence and Compliance

- (a) If a term of a By-Law, Rules and code is inconsistent with a term of the Strata Management Statement, then the term of the Strata Management Statement will prevail to the extent of the inconsistency.
- (b) All Owners and Occupiers must comply with the terms of the Strata Management Statement.
- (c) Any consent of the Owners Corporation or Executive Committee to a matter or thing that also requires consent of the building management committee being given.

### 10.3. Authority

The Owners Corporation may from time to time appoint a representative to represent it on the building management committee.

## 11. Storage Cages

### 11.1. Grant of rights

The Owners Corporation grants to each Owner the right to use part of the Common Property to store and maintain a storage cage to secure the storage space [but not the car space] that comprises part of their Lot as set out in this by-law. Each Owner may at their own cost carry out the works subject to the terms and conditions contained in this By-Law.

### 11.2. Definitions

In this by-law, unless the context otherwise requires or permits;

- (a) Insurance means in relation to any works
  - i. Contractors all risk insurance (including Public Liability Insurance) for at least the amount of estimated cost of the Works;
  - ii. Workers Compensation insurance for each worker engaged in carrying out the Works; and
  - iii. Any insurance required under the *Home Building Act 1989 (NSW)*
- (b) Lot means a lot in the Strata Scheme
- (c) Specifications means specifications for installing a storage cage approved by the Owners Corporation.
- (d) Works means works to install and maintain a storage cage to secure the storage space that comprises part of an Owner's lot including ancillary works to facilitate those works and restoration of the Lot and Common property damaged by such works, which must be conducted in accordance with the Specifications.

#### 11.3. Before commencement

Before commencement of any works the Owner must:

- (a) Comply with By-Law 9;
- (b) Obtain any necessary approvals from each relevant authority and the original Owner or the Owners Corporation (as the case may be) and provide a copy to the Owners Corporation; and
- (c) Take out and maintain insurance and provide a copy of a certificate of currency to the Owners Corporation.

#### 11.4. During construction

In carrying out Works an Owner at the relevant time must:

- (a) Comply with by-law 9
- (b) Carry out all works in accordance with each approval of the Works and the requirement of each relevant Authority and the original Owner before the date of expiry of the initial period, and afterwards the Owner's Corporation, using duly licensed employees, contractors or agents;
- (c) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and relevant Australian Standards;
- (d) Ensure the Works are carried out expeditiously and with a minimum of disruption;
- (e) Perform the works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) Transport all construction materials, equipment and debris as directed by the Original Owner before the date of expiry of the initial period, and afterwards by the owners Corporation ;
- (g) Protect all affected areas of the building outside the Lot from damage relating to the works or the transportation of construction materials, equipment and debris;

- (h) Ensure that the works do not interfere with or damage the Common Property or the property of any other Owner other than as approved in this By-Law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (i) Provide the original owners representative(s) before the date of expiry of the initial period, and afterwards the Owners Corporations nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) Not vary or increase the scope of the Works approved under this By-Law without first obtaining the consent in writing from the Owners Corporation.

#### 11.5. After construction

After the Works have been completed the Owner must without unreasonable delay:

- (a) Comply with By-Law 9
- (b) Notify the Owners corporation that the works have been completed;
- (c) Notify the Owners Corporation that all damage if any, to lot and Common Property caused by the Works and not permitted by this By-Law has been rectified;
- (d) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority in relation to the completion of works;
- (e) If required by the Owner's Corporation, provide to the Owners Corporation certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Work or works required to rectify any damage to a lot or Common Property (including the Lot) have been completed in accordance with the terms of this By-Law; and
- (f) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this By-Law or any consents provided under this By-Law from time to time (for clarity more than one inspection may be required). The Owners Corporation's right to access the Lot arising under this By-Law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

#### 11.6. Enduring rights and

obligations

- a) The Owner:
  - (i) must properly maintain and upkeep the Works;
  - (ii) must ensure that the Works and their use do not contravene any Laws or the requirements of any Authority;
  - (iii) must maintain and upkeep those parts of the Common Property in contact with the Works;



- (iv) must comply with all valid directions, orders and requirements of any Authority and the Original Owner before the date of expiry of the initial period, and afterwards the Owners Corporation Owners Corporation, relating to the Works and their use;
  - (v) remains liable for any damage to any Lot or Common Property (including their Lot) arising out of the Works; and
  - (vi) indemnifies the Owners Corporation against any costs or losses arising out of or in connection with the Works including their use.
- b) If the Owner fails to comply with any obligation under this By-Law, then the Owners Corporation may at the Owners Cost:
- i. Carry out all work necessary to perform that obligation;
  - ii. Enter upon any part of the Lot to carry out that work; and
  - iii. Recover the cost of carrying out that work from the Owner.

## 12. Incorporating Memorandum AG52000

In these By-Laws 'Memorandum' means the memorandum registered at the Land Titles Office number AG520000. The Owners Corporation and each Owner agree that the Memorandum will be used to determine who is responsible for repair, replacement or maintenance of an item or area within the strata scheme for the Strata Plan. These By-Laws incorporate the part of the terms of the Memorandum being the following parts:

- (a) Section 1;
- (b) Section 2.1-2.8
- (c) Section 2.9 amended to read as follows:  
***Entrance Door Common Property OC Responsibility***  
*a) Door locks to Common Property entrance door – original door lock or its subsequent replacement*  
*Common Property entrance door automatic closer.*  
*Common Property entrance security door installed by OC or original owner -*  
*repair*  
(d) Section 2.10 amended to read as follows:  
Add [d]  
*Security door repair where installed by the Owner.*
- (e) Section 2.11: amended by deleting 2.11[a]
- (f) Section 2.12 amended to read as follows: delete the 2nd sentence in 2.12[a] and delete from 2.12[b]: '[lacquer or staining on top]'.  
(g) Section 2.13 amend of to read as follows: Add [i]: '[a]-[h] excludes damage caused or contributed to by an Owner.'
- (h) 2.14 amend by deleting U].
- (i) 2.15[c] amend to read 'Common property garage doors, hinge mechanism and lock'.

### 13. Responsibilities of Owners Corporation and consent conditions

#### 15.1. Owners Corporation responsibilities

- (a) The Owners Corporation must comply with its obligations under the Strata Schemes Management Act 1996 (NSW) and ensure that the following are appropriately maintained and kept in good condition and order:
- (i) the building and landscaped areas in accordance with the plans and details approved under Development Consent No. 13/227 (as modified);
  - (ii) the artificial features on the common property in accordance with the plans and details approved under Development Consent No. 131227 (as modified);
  - (iii) the car wash bay;
  - (iv) waste water and the stormwater system (including pits, pipes, on-site detention structures, treatment devices, pump-out systems and rainwater tanks) in accordance with the maintenance schedule to ensure that all solid and liquid waste collected from the system shall be disposed of in a manner that does not pollute waters and in accordance with the Protection of the Environment Operations Act 1997;
  - (v) mechanical plant and equipment including (but not limited) to pumps, ventilation systems and passenger lifts;
  - (vi) acoustic measures in accordance with Development Consent No. 13/227; (vii)
    - new trees for a period of 24 months after planting including:
      - i. watering weekly for a period of at least 6 months or until the new trees are established;
      - ii. after that period feeding with suitable fertilizer annually;
      - iii. weed removal and replenishment of the mulch base every 3 months,but excludes any trimming or pruning in any circumstances.
- (b) The Owners Corporation must engage a landscape contractor:
- (i) weekly for a minimum period of 52 weeks after final completion of landscaping to carry out maintenance and defects remediation, replacing plants in the event of death, theft, damage or poor performance; and
  - (ii) after the end of that period, monthly for the same purposes.
- (c) The Owners Corporation must ensure that all its obligations under Clauses 177, 182, 183, 184, 185 and 186 of the Environmental Planning and Assessment Regulation 2000 are met.
- (d) The Owners Corporation must ensure that:
- (i) adequate and hygienic waste disposal and collection arrangements are maintained for Owners and Occupiers;
  - (ii) the waste storage area is properly maintained and kept clean and safe;

- (iii) waste receptacles for the removal of waste, recycling etc are put out for collection between 4.00pm and 7.00pm the day prior to collection and by 12.00 noon on the day of collection; and
- (iv) a graffiti management plan is implemented to remove graffiti from Common Property within 7 days.
- (v) any CCTV surveillance system is maintained in good working order in accordance with any applicable development consent; and
- (vi) any acoustic measures for aircraft noise for the Building are maintained in good working order in accordance with any applicable development consent.

#### 15.2. Residential apartments and Adaptable Housing Units

- a) Residential lots in the strata scheme may only be used as a single residential apartment for a single family.
- b) Owners and Occupiers must not delete, change, add to or enclose any part of a Lot in a manner that would be inconsistent with the approved plans for the lot under DA 13/227 without the prior approval of the relevant consent authority.
- c) Storage areas in the basement of the strata scheme may only be used for storage by a lawful Owner or Occupier of the residential Lot that the storage area forms part of.
- d) Owners and Occupiers must not make any change to an Adaptable Housing Unit without the prior approval of the relevant consent authority. Adaptable Housing Unit has the meaning given to it in AS4299-1995 as published on the date that these By-laws are registered.

#### 15.3. Vehicles

Owners and Occupiers:

- (a) may not bring onto any part of the land in the strata scheme any vehicle larger than a B99 vehicle as described in Australian Standard 2890.1;
- (b) must only load and unload vehicles form within a Lot [including the Common Property] and they must not load or unload vehicles directly from any public place or street; and
- (c) may only drive vehicles into and out of the Building in a forward direction;
- (d) must not park or stand any motor vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor vehicle on Common Property except with the prior written approval of the Owners Corporation;
- (e) must keep their car space clean and in good repair and free from grease;
- (f) may not with the prior consent of the Owners Corporation:
  - i. carry out repairs or maintenance of vehicles in their car space;
  - ii. park boats or caravans in their car space;
  - iii. use their car space for storage; or
  - iv. enclose their car space.

#### 15.4. Amendments

The Owners Corporation may not amend any of the terms of By-Law 15 without obtaining the Council's prior written consent.

## 14. Parking On Common Property and Tow away

Resolved that the Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

By-Law - Parking on Common Property & Tow Away **Details in Annexure A**

### 1) Introduction

- (a) This by-law sets out rules concerning the parking of vehicles on the common property and the supplying of information about vehicles parked within the strata scheme.
- (b) Each Owner and Occupier must comply with this by-law.
- (c) If an Owner or Occupier does not comply with this by-law the Owners Corporation may take action against them including issuing notices and recovering the costs of doing so as a liquidated damage.

### 2) Definitions and Interpretation.

2.1 In this By-Law:

- (a) "**Common Property**" means the common property for the Strata Scheme.
- (b) "**Development Act**" means the Strata Schemes (Freehold Development) Act 1973.
- (c) "**Strata Committee**" means the Strata committee of the Owners Corporation.
- (d) "**Fee**" means the amount fixed by the Strata Committee from time to time being a genuine pre-estimate of the cost to the Owners Corporation of issuing the Notification or the Information Notice and the loss of use of the relevant Visitor Car Parking Space, being estimated at \$165.00 including GST as at the date of this by-law unless otherwise determined.
- (e) "**Information Notice**" means a notice to an Owner or Occupier requiring that the Vehicle Information be provided within a further 14 days.
- (f) "**Lot**" means a Lot within the Strata Scheme.
- (g) "**Management Act**" means the Strata Schemes Management Act 2015.
- (h) "**Notification**" means:
  - (a) an adhesive or other sticker or written notification to be placed on a Vehicle; or
  - (b) a letter addressed to the Owner or Occupier of a Lot,in a form approved from time to time by the Strata Committee requesting removal of an Offending Vehicle and notifying a breach of this by-law.
- (i) "**Occupier**" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.
- (j) "**Offending Vehicle**" means a Vehicle parked contrary to this by-law.
- (k) "**Owner**" means the Owner of a Lot.

- (l) **"Owners Corporation"** means the Owners Corporation for the Strata Scheme.
- (m) **"Strata Legislation"** means the Development Act and the Management Act.
- (n) **"Strata Managing Agent"** means a strata managing agent appointed to the Strata Scheme pursuant to the Management Act.
- (o) **"Strata Plan"** means the strata plan for the Strata Scheme.
- (p) **"Strata Scheme"** means the strata scheme in respect of which this by-law applies.
- (q) **"Vehicle"** means any form of motorised or non-motorised conveyance including cars, trucks, boats or bikes and any trailer or other device designed to be transported by, or used in conjunction with, any type of motorised or non-motorised conveyance.
- (r) **"Vehicle Information"** means the number plate (if applicable), make and model of each Vehicle used by any Owners and Occupiers at the relevant Lot.
- (s) **"Visitor Car Parking Space"** means any car parking space within the Strata Scheme which is not part of a Lot or which is not the subject of a right of exclusive use.

## 2.2 In this By-law:

- a) headings have been inserted for guidance only and do not affect the interpretation of this By-Law,
- b) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them, words importing the singular number include the plural and vice versa,
- c) words importing the masculine, feminine or neuter gender include both of the other two genders,
- d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- e) where any decision needs to be made by the Owners Corporation that decision may be made by the Executive Committee unless the decision would constitute a decision on any matter or type of matter that the Owners Corporation has determined in general meeting is to be decided only by the Owners Corporation in general meeting or is a decision which can only be made by the Owners Corporation in general meeting pursuant to the Strata Legislation,
- f) any expression used in this by-law and which is defined in the Strata Legislation will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this By-Law,
- g) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme (including By-Law 2), then the provisions of this By-Law will prevail to the extent of that inconsistency, and
- h) the terms of this By-Law are independent of each other. If a term or sub-clause in this by-law is deemed void or unenforceable, the by-law as a whole will not be deemed unenforceable.

### **3) No Parking on Common Property by Owners and Occupiers**

No Owner or Occupier is permitted to park a Vehicle on Common Property. Any prior approval to an Owner or Occupier to park a Vehicle on Common Property is revoked by virtue of the making of this by-law.

### **4) No Parking on Common Property by Occupiers to be Permitted by**

**Owners An Owner must:**

- (a) Not allowed any Occupiers of the lot, including the Owner's lessees or tenants, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any Occupiers of the Owner's Lot, including the Owner's lessees or tenants, do not park, place or stand any Vehicle on the common property.

### **5) No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces**

An Owner or Occupier of a lot must:

- (a) Not allow any visitors or invitees of the Owner or Occupier, including any tradespeople, to park, stand or place any Vehicle on the common property, and
- (b) take all reasonable steps to ensure that any visitors or invitees of the Owner or Occupier, including any tradespeople, do not park, stand or place any Vehicle on the common property, except in a Visitor Car Parking Space.

### **6) No Parking on Common Property by Outsiders**

An Owner or Occupier of a lot must not allow any person who is not visiting the Strata Scheme to park, stand or place a Vehicle on the Common Property, including in a Visitor Car Parking Space.

### **7) Car Register**

- (a) Every Owner or Occupier at the strata scheme must provide the Vehicle Information to the Owners Corporation, within 28 days of the date of registration of this By-law.
- (b) If any Owner or Occupier has not supplied the Vehicle Information within 28 days of the date of registration of this by-law, then the Owners Corporation may send an Information Notice to that Owner or Occupier.
- (c) The Owners Corporation may recover the Fee (being the cost of sending the Information Notice) as a debt due to the Owners Corporation.
- (d) If any Owner or Occupier does not supply the Vehicle Information within that further period of 14 days, then the Owners Corporation may take action and recover costs in accordance with clauses 9-12 of this by-law.

## **8) Consequences of a Breach**

- (a) In the event that an Owner or Occupier of a lot breaches any of clauses 3-7 this by-law, the Owners Corporation may:
- (i) place a Notification on the offending Vehicle or send a Notification to the relevant Owner or Occupier, which Notification may be in the form annexed to this by-law, and which Notification may be prepared and sent on the Owners Corporation's behalf by its solicitor or Strata Managing Agent; and
  - (ii) issue more than one Notification throughout the duration of the breach of this By-law (but it must not act unreasonably when doing so), and
  - (iii) move, reposition or remove (including by towing) the Offending Vehicle; and (iv) recover the following amounts as a debt to the Owners Corporation:
    - (1) the Fee for each occasion a Notification is placed on an Offending Vehicle or sent to an Owner or Occupier, or the Fee for each time an Information Notice is sent to an Owner or Occupier, and
    - (2) the cost of moving, repositioning or removing (including by towing) the Offending Vehicle in accordance with clause 8(a)(iii); and
  - (3) the expenses incurred by the Owners Corporation pursuant to clause 12.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of a breach of this by-law, it may recover as a debt from the Owner or Occupier in breach of this by-law the administrative cost multiplied by the number of Notifications it issues.

The following persons, being Owners or Occupiers in the Strata Scheme, are liable to pay to the Owners Corporation as a debt the amounts referred to in clause 8(a)(iv) and, if more than one person, they will be jointly and severally liable:

- i. the person who parked the Offending Vehicle;
- ii. any person who owns or has a legal interest in the Offending Vehicle;
- iii. the person entitled to control the use of the Offending Vehicle; and
- iv. the owner of any Lot tenanted or occupied by a person referred to in sub-clause 8(c)(i)- (iii).

## **9) Invoicing**

- (a) The Owners Corporation may issue an invoice to any person referred to in clause 8(c) for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Management Act, that invoice may be sent to that address.
- (b) Notwithstanding subparagraph 9(a), any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.

## **10) Interest**

Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Management Act with respect to outstanding contributions.

## **11) Recovery**

The Owners Corporation may recover as a debt any amount which becomes due and payable pursuant to this by-law as well as interest and the expenses of the Owners Corporation incurred in recovering those amounts.

## **12) Recovery of Expenses**

(a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:

- (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
- (ii) the cost of issuing an invoice for the debt; and
- (iii) all legal costs incurred in connection with the recovery of the debt.

(b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

(c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.

(d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.

(e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

## **15. Reimbursement of costs**

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law with the following terms:

A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may: to the extent permitted by law, recover from the owner or occupier as a debt:

(a). The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:

- (1) issue a notice to comply with a by-law,



- (2) prepare an application for and attend mediation,
  - (3) prepare an application for an order by a tribunal,
  - (4) prepare an application for a penalty to be imposed,
  - (5) Appear at the tribunal on behalf of the Owners Corporation.
  - (6) Any costs incurred relating to action taken to remedy a breach of by-law.
- (b). the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to the breach of by-laws, including legal costs and disbursements on an indemnity basis.
- B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.
- C. In addition to any other rights of the Owners Corporation under this By-Law, the Owners Corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this By-Law.

## 16. False Alarms

### Introduction

This by-law sets out rules concerning the recovery of Fire Brigade False Alarm Fees.  
False Alarms caused by lot owners or occupiers of a lot

That an owner or occupier of a lot who has been deemed responsible for triggering a False Alarm occasioning in a fee being charged by NSW Fire Services will have the cost of the fee charged to the lot owner's account. Eye witnesses, security camera footage or the false alarm report issued by NSW Fire Brigade will be the used to determine the party responsible for the false alarm.

Recovery of Expenses from lot owner.

In the event that an owner or occupier of a lot is deemed responsible for triggering a false alarm and a fee is issued by NSW Fire Services to the Owners Corporation, the Owners Corporation will:

- a) Add the cost of the fee to the lot account of the owner of the lot responsible for triggering the False Alarm.
- b) To the extent permitted by law, recover from the owner as a debt:

Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of this by-law.

## 17. Minor Renovations

- 1) "Minor renovations" include but are not limited to work for the purposes of the following:
  - (a) renovating a kitchen,
  - (b) changing recessed light fittings,
  - (c) installing or replacing wood or other hard floors,
  - (d) installing or replacing wiring or cabling or power or access points,
  - (e) work involving reconfiguring walls,
  - (f) installing a false or suspended ceiling,
  - (g) installing ceiling insulation, ceiling downlights
  - (h) installing a split system air conditioner,
  - (i) installing a clothesline or similar laundry drying device,
  - (j) installing a pergola or awning,
  - (k) installing double or triple glazed windows,
  - (l) installing a satellite dish or television antenna,
  - (m) installing a whirly bird, extraction fan or similar device,
  - (n) any other work prescribed by the regulations for the purposes of this subsection.
  
- 2) Before obtaining the approval of the strata committee, an owner of a lot must give written notice of proposed minor renovations to the strata committee, including the following:
  - (a) details of the work, including copies of any plans,
  - (b) duration and times of the work,
  - (c) details of the persons carrying out the work, including qualifications to carry out the work,
  - (d) arrangements to manage any resulting rubbish or debris.
  - (e) An owner of a lot must ensure that any damage caused to any part of the common property or to another lot by the carrying out of minor renovations by or on behalf of the owner is repaired, and the minor renovations and any repairs are carried out in a competent and proper manner.

## 18. Absolution of Maintenance

That the Owners Corporation specially resolve to be absolved from its maintenance responsibilities for certain fixtures, fittings and appliances that are located within the lot, in the following form;

## **Part 1- Introduction and intent**

(A) This By-Law has been drafted from the Strata Schemes Management Act 2015 section 107 common property memorandum which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

(B) The intent of the By-Law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any common property, fixture or fitting within the lot, whether specified in this By-Law or not, or any appliance that only services one lot, whether specified in this By-Law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.

(C) Any item specified in this By-Law that is afforded cover for damage due to an insurable event by the Owners Corporation insurance policy shall still be protected by that insurance.

(D) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporation responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

(E) This By-Law does not confer any rights upon a lot owner to install any item listed in this By-Law as a fixture or fitting of a lot.

## **Part 2- Definitions**

2.1 In this by-law, unless the context otherwise requires or permits:

- a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- b) Lot means any lot in the strata plan.
- c) Owner means the owner of the lot.
- d) Owners Corporation means the Owners Corporation created by the registration of Strata Plan 94599
- e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan.
- f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this By-Law, unless the context otherwise requires:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders;
- c) any terms in the By-law will have the same meaning as those defined in the Act;
- d) any references to legislation includes references to amending and replacing legislation.

### Part 3- Terms and conditions

In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an Owners lot within the Strata Scheme;

#### 3.1 Internal Areas

All common property including decorative finishes within a lot, including but not limited to;

- A. All cornices
- B. All skirting boards
- C. All architraves and internal Door Jams
- D. Wall tiles wherever located, including kitchen, bathroom and laundries
- E. Floor Tiles wherever located, including kitchen, bathroom and laundries
- F. False and Fixed Ceilings
- G. Mezzanines, Stairs and Handrails
- H. All paintwork and wall paper
- I. The cleaning of mould throughout the lot where the causative factors are purely environmental.

#### 3.2 Bathroom, Ensuites and Laundry Areas

All bathroom, Ensuite and Laundry fixtures and fittings, including but not limited to;

- A. All taps and internal pipe work
- B. Shower screens
- C. Bathtub, including internal floor waste and drainage pipes
- D. Sinks and hand basins including internal drainage pipes
- E. Cabinets and mirrors
- F. Toilet pan, including cistern and internal wall pipes
- G. All lights, light fittings and exhaust fans that only service the lot, wherever located

#### 3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to;

- A. All taps and internal pipe work
- B. All internal waste and drainage pipes, including connections to the common stack
- C. Bench tops and cupboards
- D. Ovens, stoves and cook tops.
- E. Sinks and Insinkerator
- F. All lights, light fittings, exhaust fans and range hood that only services the lot, wherever located, including ducting and external ventilation points.

#### 3.4 Floor Coverings

- A. All carpet within the lot
- B. All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- C. All floor boards, whether floating or fixed
- D. All parquet, linoleum, vinyl and cork tiles wherever located.

#### 3.5 Balcony and Courtyard Areas

- A. All tiles, pavers and decking

- B. All stairs and handrails , infill panels, glass panels and balustrading within the balcony or courtyard area
- C. All awnings, pergolas, privacy screens or louvers, whether originally installed or subsequently installed after the registration of the Strata Plan
- D. All plants and grassed areas within the balcony or courtyard
- E. The pruning, trimming or removal of a tree or trees, including damage caused by roots.
- F. Fences that divide two lots
- G. All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

### 3.6 Electrical Fittings and Appliances

- (A) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (B) All electrical sockets and wall plates
- (C) Electrical main and sub-main that services only one lot including fuses wherever located
- (D) Smoke detectors that only service one lot
- (E) Alarm systems that only service one lot
- (F) Individual Garage door motors
- (G) Telephone, Television, cable television, intercom handsets, internet wall plates and cabling that only services one lot, wherever located
  
- (H) Split system and ducted air conditioning systems including condenser units and all associated equipment wherever located that only service one lot;
- (I) Ceiling Fans
- (J) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located
- (K) Any general appliance, such as dishwasher, microwave oven, clothes dryer or other appliance that is designed to only service a single lot

### 3.7 Balcony Doors, Garage Doors, Windows, Mail Boxes Storage cage and Garage Area

- (A) All fly screens, security screens fitted to the windows and doors, security doors, internal doors, balcony doors and windows of the lot, whether originally installed or subsequently installed after the registration of the Strata Plan. (B) Automatic Door closers
- (C) Storage cages that are for the use of one lot.
- (D) Garage doors that only service one lot.
- (E) Mail Box Locks.
- (F) Any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the lot, whether installed originally or subsequently by the lot owner
- (G) Supplying or replacing swipe cards, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

### 3.8 External areas

- (A) Any antenna that only services one lot
- (B) Any security screening that only services one lot
- (C) Any security surveillance equipment that only services one lot

- (D) Any fence and fence extensions that only service one lot
- (E) Clotheslines that only service one lot

## 19. Prohibition of Short Term Rental Accommodation.

1) For the purpose of this by-law:

- 1.1 **"Act"** means the *Strata Schemes Management 2015* (NSW) as amended or replaced from time to time;
- 1.2 **"Common Property"** means the common property in the Strata Plan;
- 1.3 **"Costs"** includes all professional and trade costs, fees, expenses and disbursements;
- 1.4 **"Enforcement Costs"** means the costs arising from or incurred as a result of the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;
- 1.5 **"Committee"** means the strata committee elected by the Owners Corporation from time to time;
- 1.6 **"Indemnify"** means the Owner indemnifying the Owners Corporation in respect of:
  - 1.6.1 all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
  - 1.6.2 any sum payable by the Owners Corporation by way of increased premiums; and
  - 1.6.3 any costs, loss or damages for which the Owners Corporation is or becomes liable, arising from an Owner's use of their Lot in breach of this By-law.
- 1.7 **"Lot"** means a lot or any part of a lot in the Strata Plan;
- 1.8 **"Owner"** means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;
- 1.9 **"Owners Corporation"** means the owners corporation known as The Owners - Strata Plan No.94599.
- 1.10 **"Principal Place of Residence"** of a person means the one place of residence that is, among the one or more places of residence of the person within and outside Australia, the principal place of residence of the person;
- 1.11 **"Security Keys"** means a key, magnetic card, or other device or information used on the Common Property to:
  - open and close security gates, doors, or locks; or
  - operate alarms, security systems, or communication systems.
- 1.12 **"Short-Term Rental Accommodation Arrangement"** means a commercial arrangement for giving a person the right to occupy a Lot for a period of not more than 3 months at any one time, including but not limited to arrangements made through the use of online services such as Airbnb, Stayz, Gumtree, or similar.

1.13 **“Statutory Declaration”** means a statutory declaration made by an Owner in the form required by the Committee having regard to the contents of this by-law;

1.14 **“Strata Manager”** means the strata managing agent engaged by the Owners Corporation from time to time; and

1.15 **“Strata Plan”** means registered strata plan no.94599

- 2) Where terms in this by-law are not defined, they have the same meaning those terms are attributed under the Act.
- 3) An Owner is prohibited from using, operating, or directly or indirectly facilitating the use of their Lot for a Short-Term Rental Accommodation Arrangement, if the Lot is not the Owner’s Principal Place of Residence.
- 4) An Owner is prohibited from advertising their Lot or permitting their Lot to be advertised for a Short-Term Rental Accommodation Arrangement, if the Lot is not the Owner’s Principal Place of Residence.
- 5) This by-law does not prevent a person using their Lot for a Short-Term Rental Accommodation Arrangement if the Lot is the Principal Place of Residence of the person who, pursuant to the arrangement, is giving another person the right to occupy the Lot.
- 6) If the Committee reasonably believes that an Owner is using, operating, or directly or indirectly facilitating the use of a Lot for a Short-Term Rental Accommodation Arrangement in breach of this by-law, the Owners Corporation, via the Committee or Strata Manager, may:
  - 6.1 request that the Owner provide evidence of their compliance with this by-law. Such evidence must meet the reasonable requirements of the Committee, which may include the provision of a Statutory Declaration; and/or
  - 6.2 exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner by the NSW Civil and Administrative Tribunal; and/or
  - 6.3 enter upon any part of the Lot to carry out necessary investigation to confirm the Owner’s compliance with this by-law; and/or
  - 6.4 refuse to provide additional Security Keys to the Owner or any purported legal occupier; and/or
  - 6.5 take all necessary steps to ensure the security of the Common Property which may include de-activating Security Keys.
- 7) An Owner in breach of this by-law is responsible for and must promptly repair any damage to any Common Property directly or indirectly caused by the Owner’s breach.
- 8) An Owner in breach of this by-law is responsible for and will bear all Costs and Enforcement Costs arising from or associated with the Owner’s breach.

9) Where the Owners Corporation has incurred Costs and/or Enforcement Costs because of an Owner's breach of this by-law, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner in breach, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act. All associated rights of recovery under the Act apply.

10) The Owner Indemnifies and will keep Indemnified the Owners Corporation.



15 March 2023

Our Ref: Certificate No. 71493  
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: 5248633  
Receipt Date: 15 March 2023  
Your Ref: 5194214-001:74276

### PROPERTY: 205/39 KENT ROAD, MASCOT NSW 2020

Lot 16 SP 94599

FI

Assessment No: 81259

**Date: 15 March 2023**



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](mailto:council@bayside.nsw.gov.au)**  
**W [www.bayside.nsw.gov.au](http://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

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.**

State Environmental Planning Policy	(Housing) 2021 (Explanation of Intended Effect)
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**Draft Bayside Development Control Plan 2022**

The public exhibition of the draft Bayside Development Control Plan 2022 (DCP) occurred over 28 days, from 7 September to 5 October 2022.

The draft DCP applies to land across the Bayside Local Government Area (LGA) and is informed by the Bayside Local Environmental Plan 2021.

At a meeting on 23 November 2022, Council considered feedback and recommendations tabled in post-exhibition report. Council resolved to amend the DCP to include all changes recommend in the report and make specific amendment to the car parking rates and provisions under Chapter 3.5 Transport, Parking and Access.

Council also resolved to re-exhibit the amended draft DCP for six weeks from 12 December 2022 to 30 January 2023. All feedback received will be reviewed and considered by Bayside Council following completion of this exhibition period.

The draft Bayside DCP can be viewed on the Bayside Council website here:  
<https://haveyoursay.bayside.nsw.gov.au/draft-bayside-development-control-plan-2022-exhibition>.

### **Employment zones reform**

On 14 December 2022, the Department of Planning and Environment finalised amendments to *Bayside Local Environmental Plan 2021*, to replace existing Business and Industrial zones with new Employment zones and to introduce certain new Additional Permitted Uses.

The published amending instrument, *State Environmental Planning Policy Amendment (Land Use Zones) (No 3) 2022*, is available to view on the NSW Legislation website at: <https://legislation.nsw.gov.au/view/pdf/asmade/epi-2022-829>

The amendments to *Bayside Local Environmental Plan 2021* contained in this instrument will commence on 26 April 2023.

For more information on these amendments, please contact Bayside Council's Strategic Planning team via email at [PlanningCertificates@bayside.nsw.gov.au](mailto:PlanningCertificates@bayside.nsw.gov.au).

- (3) **Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—**
- a) **it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or**
  - b) **for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.**
- (4) **In this section—**  
*proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## **2 Zoning and land use under relevant planning instruments**

**The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—**

- (a) **the identity of the zone, whether by reference to—**
  - (i) a name, such as “Residential Zone” or “Heritage Area”, or
  - (ii) a number, such as “Zone No 2 (a)”,
- (b) **the purposes for which development in the zone—**
  - (i) may be carried out without development consent, and
  - (ii) may not be carried out except with development consent, and
  - (iii) is prohibited,

The following zone or zones apply under the environmental planning instrument or draft environmental planning instrument referred to in section 1(1):

## **Zone B2 Local Centre**

### **1 Objectives of zone**

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To create lively town centres with pedestrian focused public domain activated by adjacent building uses and landscape elements.
- To accommodate population growth in the Rockdale town centre through high density residential uses that complement retail, commercial and cultural premises in the town centre.

### **2 Permitted without consent**

Home-based child care; Home businesses; Home occupations

### **3 Permitted with consent**

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Group homes; Home industries; Hostels; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Waste or resource transfer facilities; 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; Dwelling houses; 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 retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Residential accommodation; Rural industries; Sewage treatment plants; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

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

**No additional permitted uses** apply to the land.

- (d) **whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,**

**No development standards apply** to the land that fixes minimum land dimensions for the erection of a dwelling house.

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**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.

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- (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.

- (f) **whether the land is in a conservation area, however described,**

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

- (g) **whether an item of environmental heritage, however described, is located on the land.**

There is **no such item** situated on the land.

### 3 Contributions plans

- (1) **The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.**

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](http://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 located in the 25 ANEF (Australian Noise Exposure Forecast) contour or a higher ANEF contour. However, this restriction does not apply to the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling.

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 located in the 25 ANEF (Australian Noise Exposure Forecast) contour or a higher ANEF contour. However, this restriction does not apply to the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling.

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 located in the 25 ANEF (Australian Noise Exposure Forecast) contour or a higher ANEF contour. However, this restriction does not apply to the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling.

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 located in the 25 ANEF (Australian Noise Exposure Forecast) contour or a higher ANEF contour. However, this restriction does not apply to the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling.

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 located in the 25 ANEF (Australian Noise Exposure Forecast) contour or a higher ANEF contour. However, this restriction does not apply to the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling.

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.

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**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*.

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## **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 aware of an issue of a notice of intention or an order pertaining to building product rectification works (Building Products Safety Act 2017).

## 7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land is **not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## 8 Road widening and road realignment

Whether the land is affected by 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) an environmental planning instrument, or

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

- (c) a resolution of the council.

The land is **not affected by** any road widening or road realignment under any resolution of the Council.

## 9 Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes – *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.

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

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**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.

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- (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 the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land is **not** so proclaimed.

**14 Paper subdivision information**

- (1) The name of a development plan adopted by a relevant authority that—
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

The land is **not** so affected.

**15 Property vegetation plans**

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The land is **not** land to which a property vegetation plan applies.

**16 Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

**Note—** *Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.*

The land is **not** subject to any such agreement.

**17 Biodiversity certified land**

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

**Note—** *Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.*

The land is **not** biodiversity certified land.

**18 Orders under *Trees (Disputes Between Neighbours) Act 2006***

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

The land is **not** subject to such an order.

**19 Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section—  
*existing coastal protection works* has the same meaning as in the *Local Government Act 1993*, section 553B.

**Note—** Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The land is **not** subject to annual charges.

**20 Western Sydney Aerotropolis**

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or

- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

The land is **not** subject to the *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4.

## 21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 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.

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**[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 **25 and 30 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](http://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.

# Sewer Service Diagram

Application Number: 8002333180

## METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD DIAGRAM OF SANITARY DRAINAGE

HS.73G

Municipality of Botany

SEWER AVAILABLE

Diagram No. 425137

- BT Boundary Trap
- PI Pit
- GI Grease Interceptor
- G Gully
- PT. Trap
- RS Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- RV. Reflux Valve
  - CE Cleaning Eye
  - VERT. Vertical Pipe
  - V.P. Vent. Pipe
  - S.V.P. Soil Vent. Pipe
  - D.C.C. Down Cast Cowl
  - I.P. Induct Pipe
  - M.F. Mica Flap
  - T. Tubs
  - K.S. Kitchen Sink
  - W.C. Water Closet
  - B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

T.A.A.

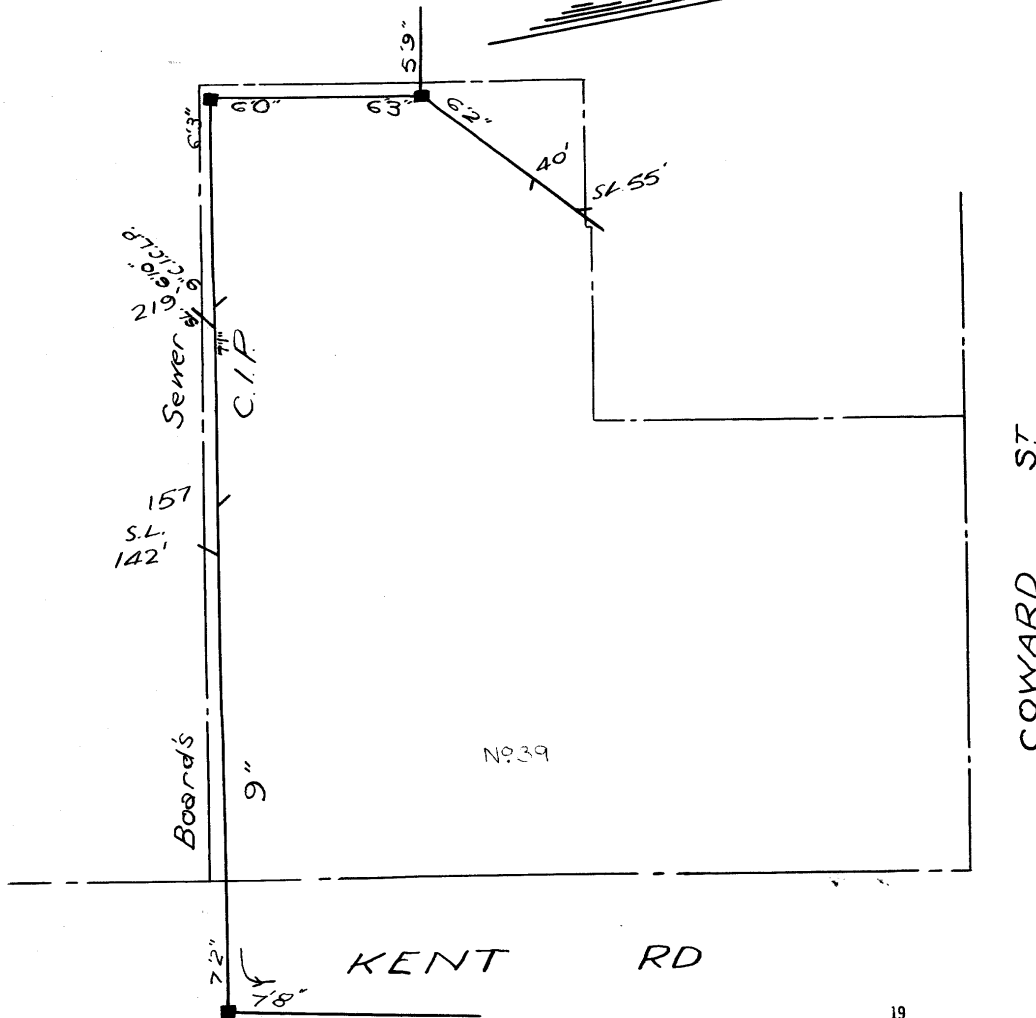
Existing drainage shown by black lines      Scale: 40 Feet to an inch      Proposed new drainage shown by full blue lines.

~~This diagram is the property of the Owner and is to be returned to him on completion of the work.~~

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer when the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws.



SHEET No. 2546

19 FOR ENGINEER-IN-CHIEF

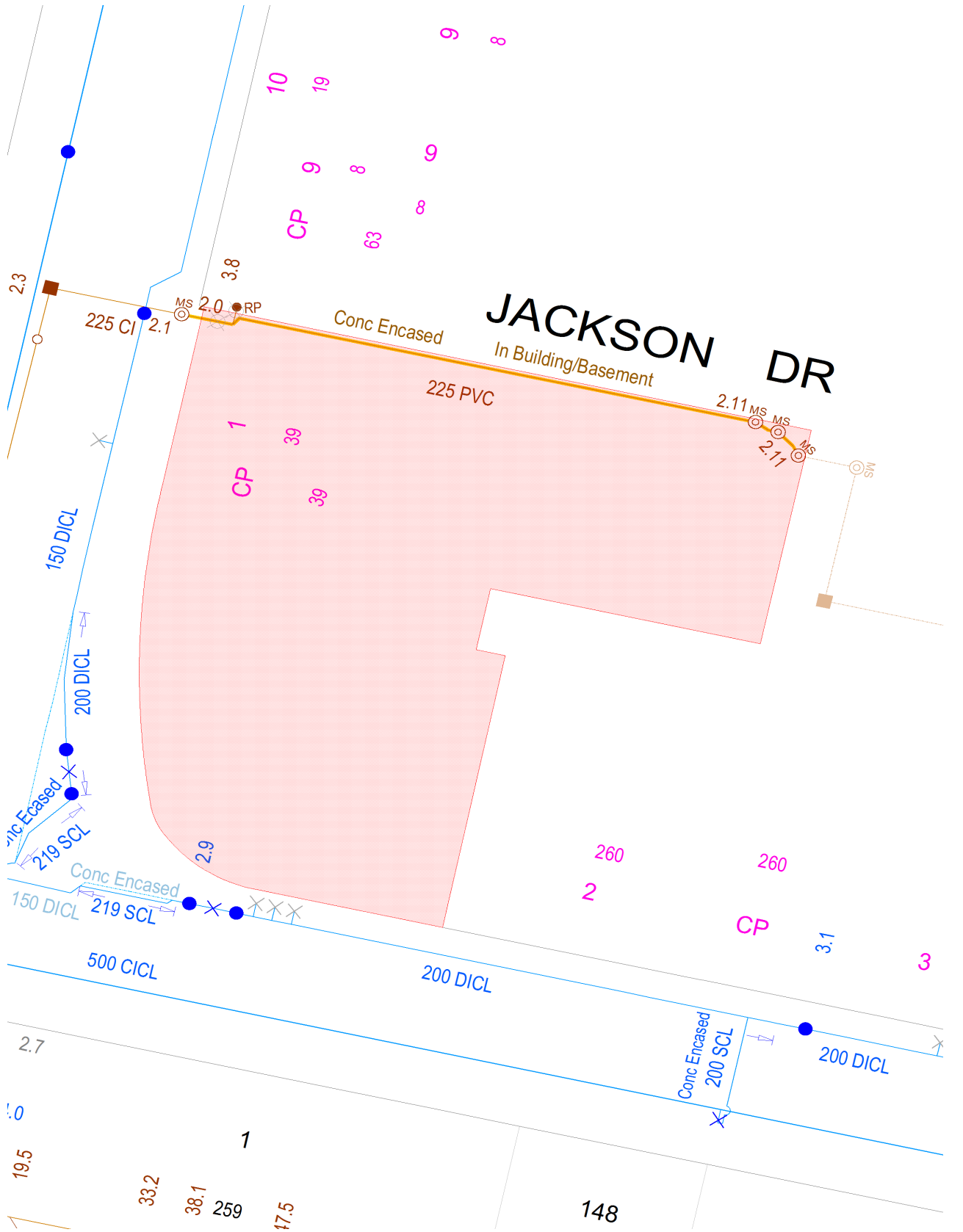
OFFICE USE ONLY			
W.C. Designed by	DATE	Inspector	FIRST VISIT SUPERVISOR PASSED DATE
Bth			
Shr			
Bsn			
K.S			
T			
PIg			
Dge.Int.			
Dge.Ext.			
Examined by	DATE	Date	Inspector
Chief Inspector		Outfall SW HL LL	Checked
		Drainer	COMPENSATION - MH. AC. VS.
		Boundary Trap is required	File HOV

Document generated at 15-03-2023 01:50:23 PM

**Disclaimer**

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

**Service Location Print**  
Application Number: 8002333181



Document generated at 15-03-2023 01:50:36 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			

### 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**.

## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	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 3878471  
Agent ID 81429403  
Issue Date 15 Mar 2023  
Correspondence ID 1761605953  
Your reference 5194214-001

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
S94599/16	Unit 16, 39 KENT RD MASCOT 2020	NOT AVAILABLE	Not Opted In

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2023 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.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

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Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://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](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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



8 October 2021

Our Ref: ES-2019/845

The Owners Of Strata Plan 94599  
C/- Dependable Strata Management  
21 Forest Rd  
ARNCLIFFE NSW 2205

Dear Sir/Madam

## **NOTICE OF PROPOSED FIRE ORDER & BUILDING PRODUCT RECTIFICATION ORDER**

***Section 9.34 & Schedule 5 of the Environmental Planning and Assessment Act 1979 & Section 20 of the Building Products Safety Act 2017***

### **39 Kent Road, MASCOT NSW 2020**

Bayside Council is in receipt of documentation which indicates that the Aluminium Composite Panelling (ACP) installed on the subject premises is a product that contains a core material that is greater than 30% Polyethylene (PE) and is therefore a Banned Product pursuant to the Building Products Safety Act 2017. Such products cause an unreasonable risk to the spread of fire around a building.

Accordingly, Bayside Council intends to give you the attached Fire Order, in accordance with Section 9.34 & Schedule 5 of the *Environmental Planning & Assessment Act, 1979* (the "Act") and Section 20 of the Building Products Safety Act 2017, which will require you to do the things specified in the proposed Order, within the period specified in the proposed Order.

You may make written representation to Bayside Council, within **six (6) months** from the date of this Notice as to why the Order should not be given or alternatively as to the terms of or period of compliance within the Order. Council will consider any written representation made concerning the proposed Order and determine whether to: issue the Order as proposed, issue a modified Order; or no longer issue the Order.

However, if written representation is not made to Council within **six (6) months** from the date of this Notice; the proposed Order will be unchanged and issued.

Council will not proceed with the Proposed Order if the terms of the Order are satisfied within **six (6) months** from the date of this Notice.

**Eastgardens Customer Service Centre**  
Westfield Eastgardens  
152 Bunnerong Road  
Eastgardens NSW 2036, Australia  
ABN 80 690 785 443 Branch 004

**Rockdale Customer Service Centre**  
444-446 Princes Highway  
Rockdale NSW 2216, Australia  
ABN 80 690 785 443 Branch 003  
DX 25308 Rockdale

**Phone 1300 581 299**  
**T (02) 9562 1666 F 9562 1777**  
**E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)**  
**W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)**

**Postal address: PO Box 21, Rockdale NSW 2216**



**Telephone Interpreter Services - 131 450**

Τηλεφωνικές Υπηρεσίες Διεγερμένων

بخدمه الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

If you have any queries in relation to this Notice or the proposed Order attached, please contact the undersigned on 0419 588889 or at [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au).

Please find a copy of the proposed Order attached.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Paul Cox', written over a horizontal line.

Paul Cox  
**Senior Building Certifier (Fire)**  
Attach.

## PROPOSED FIRE ORDER & BUILDING PRODUCT RECTIFICATION ORDER

*Section 9.34 & Schedule 5 of the Environmental Planning and Assessment Act 1979 (EP&A Act)*

*Section 20 of the Building Products Safety Act 2017 (Building Products Act)*

*Combined Order under cl 38 of Part 13 of Schedule 5 of the EP&A Act.*

*Order specifying standards and work that will satisfy those standards under cl 1 of Part 4 of Schedule 5 of the EP&A Act.*

**DATE:**

**ORDER NUMBER:** 1 in Part 2 of Schedule 5 of the AP&A Act  
Building product rectification order under the Building Products Act

**TO WHOM:** The Owners Of Strata Plan 94599

**PREMISES:** 39 Kent Road, MASCOT NSW 2020

**To do what:**

Prepare and submit to Council the particulars of the work necessary to be carried out to the building so that the combustible cladding on the building as prescribed within the building facade report by Stan Giaouris from The Construction Advocate dated 21 March 2019, is replaced with a product that complies with the performance requirements of the National Construction Code - Building Code of Australia 2019.

The required particulars of the work must include:

- (a) the proposed replacement product selected; and
- (b) confirmation that the proposed replacement product is non-combustible, and
- (c) plans, sections, specifications and a certificate of compliance from a façade engineer that certifies that the proposed works will comply with the performance requirements of the National Construction Code - Building Code of Australia 2019.
- (d) the work schedule and timeframe to carry out the cladding replacement works.

### **Reasons for the Order:**

1. Bayside Council is in receipt of documentation which indicates that the Aluminium Composite Panelling (ACP) installed on the subject premises is a product that contains a core material that is greater than 30% Polyethylene (PE) and is therefore a Banned Product pursuant to the Building Products Act.
2. Such products cause an unreasonable risk to the spread of fire around a building and therefore give rise to a risk of loss of life or damage to property from fire.
3. The subject building is an 'affected building' under the Building Products Act (a building is an 'affected building' if a building product the subject of a [building product use ban](#) has been [used](#) in the [building](#) for a use that is prohibited by the [building product use ban](#)).
4. Provisions for fire safety or fire safety awareness are not adequate to prevent the spread of fire or ensure or promote the safety of persons in the event of fire.
5. To improve the current level of fire safety at the premises.

### **Period for Compliance with the Order:**

The terms of the Order are to be complied with within **nine (9) months** from the date of the order.

### **Right of Appeal against the Order:**

Pursuant to Section 9.36 Schedule 5 Part 4 (4) of the Act, a person on whom an order is served may appeal to the Land and Environment Court of New South Wales against the Order or a specified part of the Order, within **twenty eight (28) days** after the service of the Order.

### **Failure to Comply with the Order:**

Failure to comply with this Order is an offence under Section 9.37 of the Act.

Council may commence legal proceedings in the Land and Environment Court of NSW or issue a Penalty Infringement Notice pursuant to Section 9.58 of the Act.

In addition, Council may also choose to exercise its powers pursuant to Section 9.36 Schedule 5 Part 11 (33) of the Act to do all such things that are necessary or convenient to give effect to the terms of the order, including the carrying out any work required by the order.

### **Notes for your assistance:**

Should you require any assistance understanding the Order or require further information, contact Paul Cox on 0419 588889 during business hours. Please note that Council cannot provide legal advice to you and therefore recommends that you seek your own legal advice in this regard.

**REQUISITIONS ON TITLE**

From: .....Purchaser's Solicitor.....  
 To: .....Vendor's Solicitor.....  
 Re: ..... To:.....  
 Property: ..... Date:.....

REQUISITIONS	REPLIES
1. (a) In these requisitions "common property" and "lot" have the meanings as defined in S.5(1) of the Strata Titles (Freehold Development) Act, 1973, "parcel" means land together with improvements and fixtures, "land" means the parcel without improvements and fixtures, "improvements" means improvements and fixtures. (b) In requisitions 26 - 38 the references are to provisions of the Strata Schemes Management Act 1996, unless otherwise stated.	
2. When the transaction between our clients is a mortgage, these requisitions should apply by substituting "Mortgagor" for "Vendor" and "Mortgagee" for "Purchaser" wherever appearing in the requisitions.	
3. The replies will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies is inaccurate, will you undertake to inform us of that fact before completion and to furnish in writing the reply considered by you to be appropriate.	
4. (a) Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction? (b) In particular: (i) Is the Vendor under the age of 18 years; (ii) Has any order or declaration been made relating to the Vendor under the Protected Estates Act 1983 or under the Inebriates Act, 1912; (iii) Has the Vendor committed an act of bankruptcy under the Bankruptcy Act, 1966 or has the Vendor been served with a bankruptcy notice, or a bankruptcy petition, or has a sequestration order been made against his estate, or has he entered into an arrangement under Part X of the Bankruptcy Act; (iv) If the Vendor is a company or a corporation, has any resolution, application or order been made for winding up or for the appointment of a receiver or of an administrator? (v) If the answer to any one of (i) to (iv) is otherwise than "No", full particulars should be furnished.	
5. Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the parcel, or common property or the lot being sold?	
6. Is the Vendor aware of any unsatisfied judgments orders or writs of execution which affect the parcel, the common property, or the lot being sold, or bind the Vendor?	
7. Has an order been made or has the Vendor received notice of an application for an order under the Family Provision Act, 1982?	
8. Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?	
9. The Vendor should establish that the whole of the subject matter of the sale will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the parcel.	
10. Is the Vendor aware of any latent defects in title to any part of the land or the parcel, including pipes or structures beneath the surface of the land?	
11. (a) Has each restrictive covenant, which has been disclosed to the Purchaser, been complied with? (b) Is the Vendor aware of any restrictive covenants, which affect or benefit the land and have not been disclosed to the Purchaser?	
12. (a) Is the Vendor aware of any alterations or additions to the building or improvements erected on the parcel or to any lot made after the date of the certificate issued either under S.317A of the Local Government Act, 1919 or under S.37(1) of the Strata Titles (Freehold Development) Act, 1973? (b) If the answer to (a) is "Yes", please furnish full particulars of the alterations or additions and details of the approval for them having been carried out. (c) Is the Vendor aware of any notice or order under Section 317B(1) or (1A) of the Local Government Act, 1919 or of any notice, order, or intended or threatened action under Chapter 7 Part 2 of the Local Government Act 1993? (d) If the answer to (c) is "Yes", furnish full particulars.	
13. (a) Is there any currently applicable development approval or consent to the use of the parcel? (b) Are there any restrictions on the use of, or development of, the parcel by reasons of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	



REQUISITIONS	REPLIES
<p>14. If a swimming pool is included within the parcel –</p> <p>(a) Was its construction commenced before or after 1 August 1990?</p> <p>(b) Has the erection of the swimming pool been approved under the Local Government Act 1919 or under the Local Government Act 1993?</p> <p>(c) Please furnish details of such approval.</p> <p>(d) Are the access requirements specified in the Swimming Pools Act 1992 and the Regulations under that Act satisfied in respect of the swimming pool?</p>	
<p>15. Is the Vendor aware of the land being subject to any proposal or order under the Coastal Protection Act, 1979?</p>	
<p>16. Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977?</p>	
<p>17. Is the whole or part of the parcel within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961?</p>	
<p>18A. If the property is a "dwelling" within the Builders Licensing Act, 1971, in respect of building work carried out between 2 April 1973 and 20 March 1990 –</p> <p>(a) Has any building work been commenced on the land after 2 April 1973?</p> <p>(b) Did the building work include a swimming pool, garage or other structure erected after 1 March 1977?</p> <p>(c) If the answer to (a) or (b) is "Yes" furnish the name, address and the licence number of the builder and the date of the agreement with him relating to the building work.</p>	
<p>18B. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 21 March 1990?</p> <p>(b) If so, please furnish details of the BSC Comprehensive Insurance or BSC Special Insurance protection which applies to that work under Part 6 of the Home Building Act 1989.</p>	
<p>18C. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 1 May 1997?</p> <p>(b) If so, please furnish details of insurance in respect of that work in accordance with S.92 of the Home Building Act 1989.</p>	
<p>19. (a) Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land?</p> <p>(b) If the answer to (a) is "Yes", furnish particulars, including any rights existing in favour of any person or authority.</p>	
<p>20. (a) Are the rain-water downpipes carrying the roof water connected to the sewer?</p> <p>(b) If the answer to (a) is "Yes", it should be shown that permission was obtained and proper provision made before completion for the discharge of roof water.</p>	
<p>21. (a) To whom do the boundary fences belong?</p> <p>(b) Are there any party walls?</p> <p>(c) If the answer to (b) is "Yes" specify what rights are held in respect of each party wall.</p> <p>(d) Is the Vendor aware of any dispute regarding boundary or dividing fences, party walls or encroachments?</p> <p>(e) Is the Vendor aware of the owners corporation having received any notice, claim or proceeding under the Dividing Fences Act, 1991 or under the Encroachment of Buildings Act, 1922 or in respect of any nuisance or other matter relating to the parcel or its use?</p>	
<p>22. Is the Vendor aware of any of the following affecting the whole or part of the parcel:</p> <p>(a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser?</p> <p>(b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the parcel?</p> <p>(c) Any notice of resumption or intended resumption?</p> <p>(d) Any proposal to re-align or widen any road which is adjacent to the parcel?</p> <p>(e) Any proposal by any public or statutory authority?</p> <p>(f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the parcel?</p> <p>(g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which will be recoverable from the Purchaser?</p> <p>(h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?</p>	
<p>23. (a) Is the Vendor liable to pay land tax?</p> <p>(b) Is the lot subject to any charge for land tax for the current year or any past year?</p> <p>(c) If the answer to (a) or (b) is "Yes", all land tax should be paid and the land should be released from the charge before completion.</p> <p>(d) Is any amount due to any other local or public authority which is a charge over the parcel or the lot?</p>	
<p>24A. If the lot is sold subject to vacant possession –</p> <p>(a) Is any person in adverse possession of any part of the lot?</p> <p>(b) The Vendor should remove from the lot before completion all moveable chattels which are not included in the sale.</p>	
<p>24B. If the lot is sold subject to any tenancy, in respect of each tenancy –</p> <p>(a) Is the tenancy as is disclosed in the contract or as has been indicated in writing to the Purchaser?</p>	



**REQUISITIONS**

**REPLIES**

- (b) If the answer to (a) is "No", furnish particulars of any new or different tenancies other than those disclosed and furnish a copy of the lease.
- (c) Has there been any change in lease terms in respect of a tenant whose tenancy has been disclosed to the Purchaser?
- (d) If the answer to (c) is "Yes", furnish particulars and a copy of any new lease.
- (e) On completion all leases should be handed over to the Purchaser together with notice of attornment.
- (f) Rental should be apportioned on completion, but the Purchaser shall not be obliged to allow any adjustment for arrears of rent.
- (g) In respect of any rental bond for commercial premises the amount of the bond should be allowed on completion or if deposited with some financial institution control over it should be vested for the period after completion in the Purchaser in lieu of the Vendor.
- (h) In respect of each rental bond deposited with the Rental Bond Board, on completion the appropriate authority duly completed and signed by the Vendor or the managing agent (as is required) will be handed over to the Purchaser to enable the Purchaser or his agent to be recognised after completion as the lessor in respect of that rental bond.
- (i) If there is any guarantee in respect of the lessee's obligations under any lease or tenancy agreement, the benefit of that guarantee should be assigned on completion to the purchaser.

24C. In respect of premises leased for residence—

- (a) Was the dwelling-house in the course of erection at, or did its erection commence after 16 December 1954?
- (b) If the answer to (a) is "No", furnish particulars of the basis on which the premises are excluded from Parts II or V of the Landlord and Tenant (Amendment) Act, 1948 and furnish copies of any lease whose registration with the Rent Controller is relied on for that purpose.
- (c) Did the tenant enter into occupation after 1 January 1986 under a lease entered into after that date?
- (d) In respect of prescribed premises, what is the latest determination of fair rent and is there any current application to determine or to vary the fair rent?
- (e) Current agreements under section 17A of the Landlord and Tenant (Amendment) Act, 1948 should be produced to the Purchaser before completion and found to have been effectively executed attested and registered in accordance with that section.
- (f) Has any order been made under Section 6 of the Landlord and Tenant (Amendment) Act, 1948?
- (g) Is any part of the premises "special premises" within section 6A of the Landlord and Tenant (Amendment) Act, 1948?

24D. (a) In respect of any of the tenancies

- (i) was any certificate given under S.16(3) of the Retail Leases Act 1994;
  - (ii) was a disclosure statement given to the tenant under the Retail Leases Act 1994;
  - (iii) was any document served on the tenant under the lease, which concerns the rights of the landlord or the tenant after completion;
  - (iv) was any document served by the tenant under the lease, which concerns the rights of the landlord or the tenant after completion?
- (b) If the answer to any of 24D(a)(i)-(iv) is "Yes", please furnish particulars, forward copies of each certificate, statement or document, and the original should be handed over on completion.

25. If it is provided in the contract, the existing telephone service should be left at the premises at settlement, to enable the Purchaser to become the subscriber of that service.

- 26. (a) At the time of completion the Vendor should be recorded as the owner of the lot on the strata roll.
- (b) On completion duly completed notices should be furnished to the Purchaser under S.118 relating to the Vendor and other interests recorded on the strata roll which should cease on or before completion.

- 27. (a) Is the Vendor aware of any amendment or any current proposal for the amendment of the by-laws which are not disclosed in the contract?
- (b) If the answer is "Yes", please furnish details.
- (c) Is the Vendor aware of any breach by the Vendor or by any occupier of the lot being sold of the current by-laws or of S.116 or S.117?

- 28. (a) Has the initial period expired?
- (b) Is the Vendor aware of conduct by the owners corporation contravening S.50 or S.113 taken during the initial period?

- 29. Is the Vendor aware of any action taken or current proposals regarding:
  - (a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?
  - (b) The transfer, lease or dedication of common property or of additional common property?
  - (c) The vesting in an owner of the exclusive use of part of common property?
  - (d) The creation or release of any easement or restriction as to user?
  - (e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?

30. If a lot included in the sale is a utility lot, please furnish particulars of the conditions restricting its user.

- 31. (a) Is the Vendor aware of work carried out or proposed to be carried out by the owners corporation on or in relation to the common property or the lot being sold?



REQUISITIONS	REPLIES
<p>(b) If the answer to (a) is "Yes", please furnish particulars of the work and indicate whether the Vendor has paid for any part of the work or whether it is recoverable from the Vendor under S.63.</p> <p>(c) Is the Vendor aware of any notice served by a public authority or by the local council requiring the owner of any lot (including the Vendor) to carry out work on or in relation to that lot?</p>	
<p>32. (a) Has any part of the common property or any lot been resumed?  (b) Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?</p>	
<p>33. (a) Please furnish full particulars of all current insurance policies held by the owners corporation in respect of the building erected on the parcel and the property or liability of the owners corporation.  (b) The owners corporation should hold insurance policies in compliance with Chapter 3 Part 4 Divisions 2 and 3.  (c) Is the Vendor aware of any application or order pursuant to Chapter 5 Part 4 Division 3?  (d) Is the Vendor aware of any current or proposed claim by the owners corporation or by the Vendor under any insurance policy covering the common property or any lot?</p>	
<p>34. Please furnish particulars of:  (i) The administrative fund.  (ii) Any sinking fund.  (iii) The Vendor's liability for current levies by the owners corporation, including towards the administrative fund and the sinking fund.  (iv) Is any amount payable by the Vendor to the owners corporation in respect of any right of exclusive use or enjoyment of any part of the common property?  (v) Is there any outstanding liability of the owners corporation or the Vendor under S.241?  (vi) Is the Vendor indebted for any pecuniary penalty or order for costs under Chapter 5 which is a charge on the lot being sold?</p>	
<p>35. (a) Has a strata managing agent been appointed?  (b) If the answer is "Yes", please furnish the name, address and particulars of the powers, authorities, duties and functions delegated to the strata managing agent.</p>	
<p>36. (a) Is the Vendor aware of any current application, order or interim order under Part V of the Strata Titles (Freehold Development) Act or under Chapter 5 of the Strata Schemes Management Act which relates to the Strata Scheme, the common property or the lot being sold, affecting the owners corporation, the Vendor or the occupier of the lot?  (b) If the answer is "Yes", please furnish full particulars.  (c) Is the Vendor aware of any appeal, or any order for variation or revocation in respect of such an order?</p>	
<p>37. Is the Vendor aware of:  any actual, contingent or expected liabilities of the owners corporation which, when aggregated and apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one per centum of the price of the lot sold by the Vendor (but excluding from that calculation any such liabilities which are  (1) fully covered by a contribution levied prior to the date of this agreement under Chapter 3 Part 3 Division 2;  or  (2) normal operating expenses and are the subject of a contribution to the Administrative Fund)?</p>	
<p>38. Not less than 7 days prior to completion the Vendor shall furnish to the Purchaser, at the Purchaser's expense, a certificate under S.109.</p>	
<p>39. If there is no special completion address stated in the contract, please advise where the Vendor requires completion to occur.</p>	

.....  
Solicitor for Vendor



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>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 <sup>th</sup> if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

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

**20 Miscellaneous**

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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



**32 Residential off the plan contract**

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

205/39 KENT RD MASCOT NSW 2020