

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): _____

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

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

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

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

Purchaser must make 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

General	Strata or community title (clause 23 of the contract)
<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
Home Building Act 1989	<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	Other
Swimming Pools Act 1992	<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

McCormacks Strata Management
 PH: 02 9299.6722

VENDOR EXECUTION PAGE

IF BY PRIVATE TREATY

EXECUTED by _____ for) and on behalf of AUSTRALIA AND NEW) ZEALAND BANKING GROUP LIMITED ACN 005) 357 522 as Mortgagee exercising power of sale) pursuant to Registered Mortgage No.AJ756906, 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

SIGNED by THE AUCTIONEER for and on behalf) of AUSTRALIA AND NEW ZEALAND BANKING) GROUP LIMITED ACN 005 357 522 as Mortgagee) exercising power of sale pursuant to Registered) Mortgage No.AJ756906, 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 AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357
522 as mortgagee of Yuhao He exercising power of sale pursuant to Mortgage
Registered No. AJ756906 dated 24 July 2015 (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: **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN
005 357 522 as mortgagee of Yuhao He exercising power of sale
pursuant to Mortgage Registered No. AJ756906 dated 24 July 2015**

PURCHASER:

PROPERTY: **306F/34 Rothschild Avenue, Rosebery NSW**

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 AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522 as mortgagee under the Registered Mortgage.

Registered Mortgage means registered mortgage No. AJ756906.

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

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".

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.

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.

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.

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.

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.

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.

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.
-

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.

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.

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.

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.

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.

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.

54 Specific Disclosure

- (a) Annexed hereto and marked with the letter “B” dated 12 January 2023 is a Certificate from City of Sydney Council issued under Sections 121ZP of the Environmental Planning & Assessment and Section 735A of the Local Government Act 1993 (the “Certificate”). The Vendor specifically discloses and the Purchaser specifically acknowledges the contents of the Certificate.
- (b) The purchaser agrees and acknowledges that it accepts the Property in its present condition and state of repair and subject to the Certificate. The Purchaser shall make no objection, requisition or claim for compensation or purport to rescind or terminate this Contract in relation to any matter or thing disclosed or referred to in the Certificate.
- (c) On and from and by virtue of completion of this Contract the purchaser must at its own cost and expense assume all responsibility for all works referred to in the Certificate. The Vendor makes no representation or warranty whatsoever that the Certificate has been complied with in whole or in part.
- (d) 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 for any particular purpose of the property or any part of it or if any improvements or chattels on the property, other than as set out in this agreement.
- (e) The Purchaser accepts the property as at the date of exchange and will make no objection, requisition or claim for compensation in respect of any matter disclosed in this special condition.

55 Specific Disclosure: Cladding

The Vendor specifically discloses, and the Purchaser specifically acknowledges that the property may contain cladding.

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 Notices, 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 City of Sydney 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 Notices 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 City of Sydney Council or any other government authority or any other person in relation to the cladding on the Property.

Prescribed Documents



FOLIO: 55/SP91752

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/1/2023	4:34 PM	3	1/9/2018

LAND

LOT 55 IN STRATA PLAN 91752
AT ROSEBERY
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

YUHAO HE (T AJ756905)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91752
- 2 AJ756906 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP91752

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/1/2023	4:34 PM	5	25/7/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91752
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ROSEBERY
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP91752

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91752
ADDRESS FOR SERVICE OF DOCUMENTS:
32 - 38 ROTHSCHILD AVENUE, ROSEBERY 2018

SECOND SCHEDULE (18 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B141115 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 B624045 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 A787512 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 A332795 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 6 A636288 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 7 AH984668 POSITIVE COVENANT
- 8 AH984669 RESTRICTION(S) ON THE USE OF LAND
- 9 AI5408 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 10 AI858889 POSITIVE COVENANT
- 11 AI858890 RESTRICTION(S) ON THE USE OF LAND
- 12 DP1196016 POSITIVE COVENANT
- 13 DP1196016 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 14 DP1196016 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 15 SP91752 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- 16 SP91752 RESTRICTION(S) ON THE USE OF LAND
- 17 AN123591 INITIAL PERIOD EXPIRED
- 18 AQ268339 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 91752

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FOLIO: CP/SP91752

PAGE 3

NOTATIONS

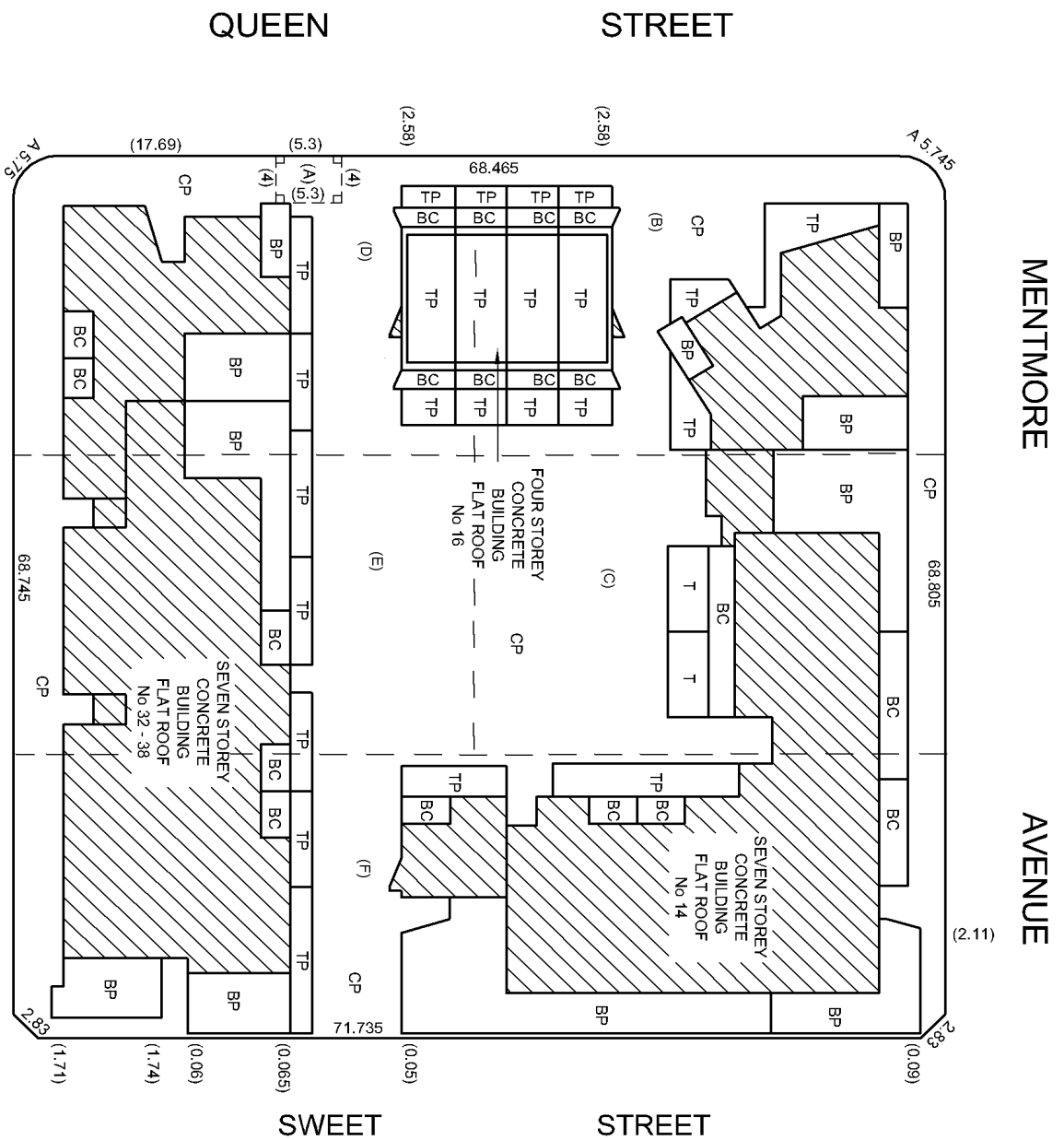
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

4418695

PRINTED ON 12/1/2023

* 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.



CP - DENOTES COMMON PROPERTY
 BC - DENOTES BALCONY (COVERED)
 BP - DENOTES BALCONY (PARTIALLY COVERED)
 TP - DENOTES TERRACE (PARTIALLY COVERED)
 T - DENOTES TERRACE (UNCOVERED)

(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE



ROTHSCHILD

AVENUE
 LOCATION PLAN

- (B) - COVENANT (B624042)
- (C) - COVENANT (B141115)
- (D) - COVENANT (A797512)
- (E) - COVENANT (A797512)
- (F) - COVENANT (A636288)

Surveyor: SIMON P. CHENG
 Surveyor's Ref: 32275 /FS
 Subdivision No: 13428
 Lengths are in metres. Reduction Ratio 1: 400



Registered
 3.7.2015

SP91752

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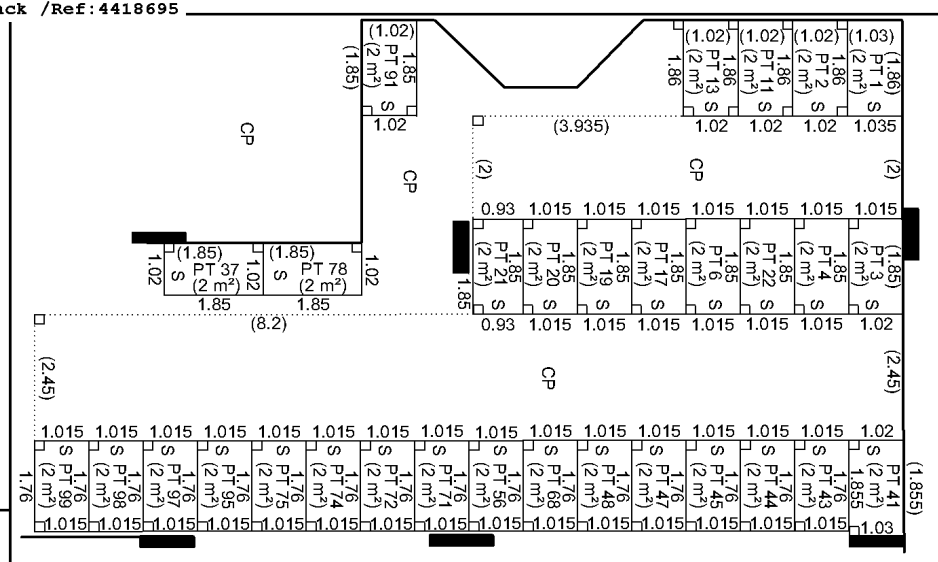


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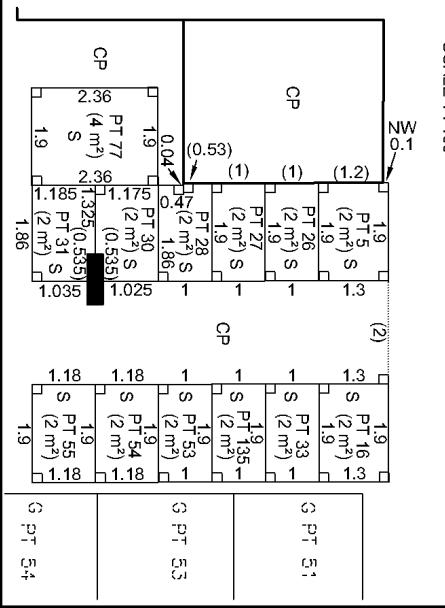


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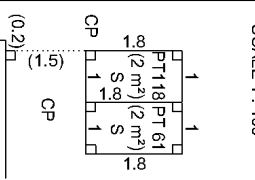


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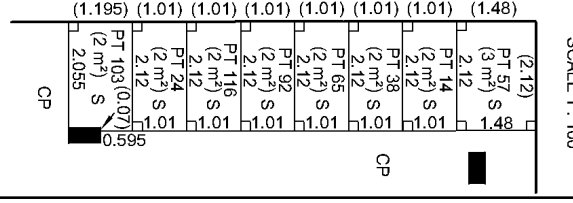


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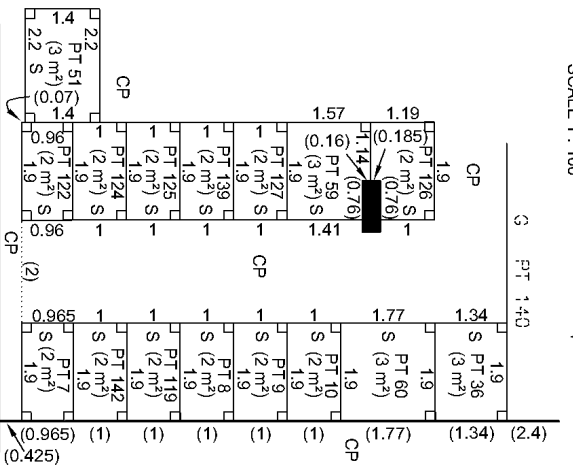


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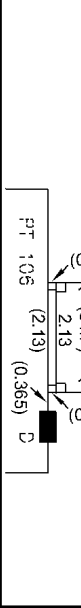


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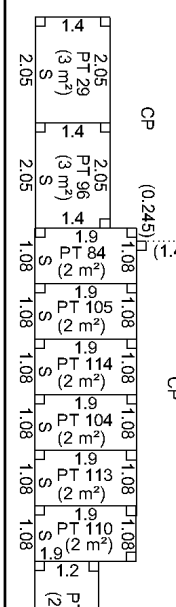
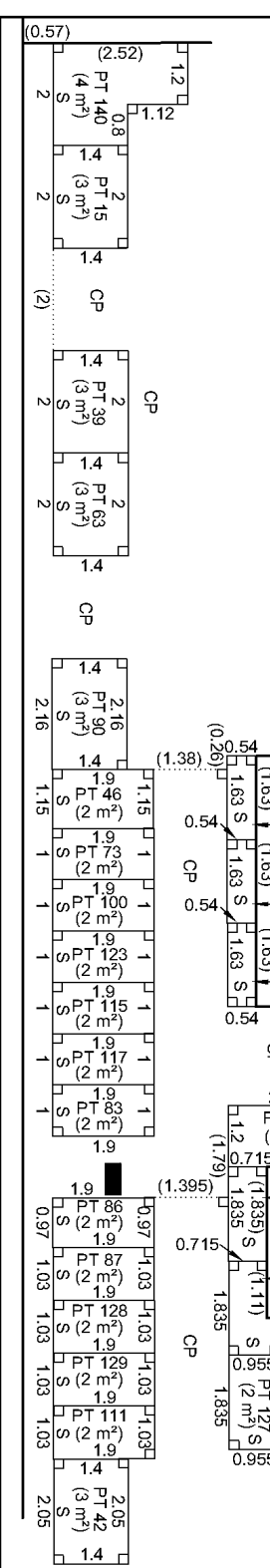


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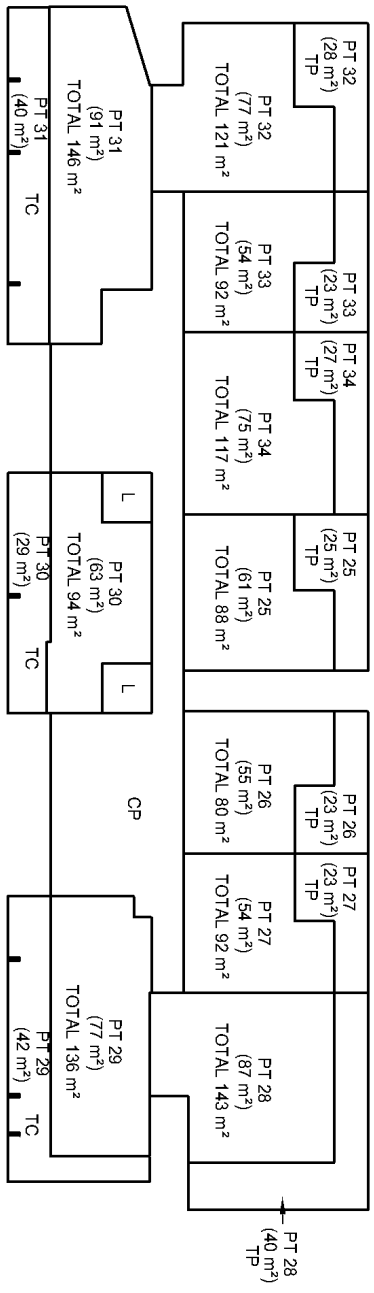
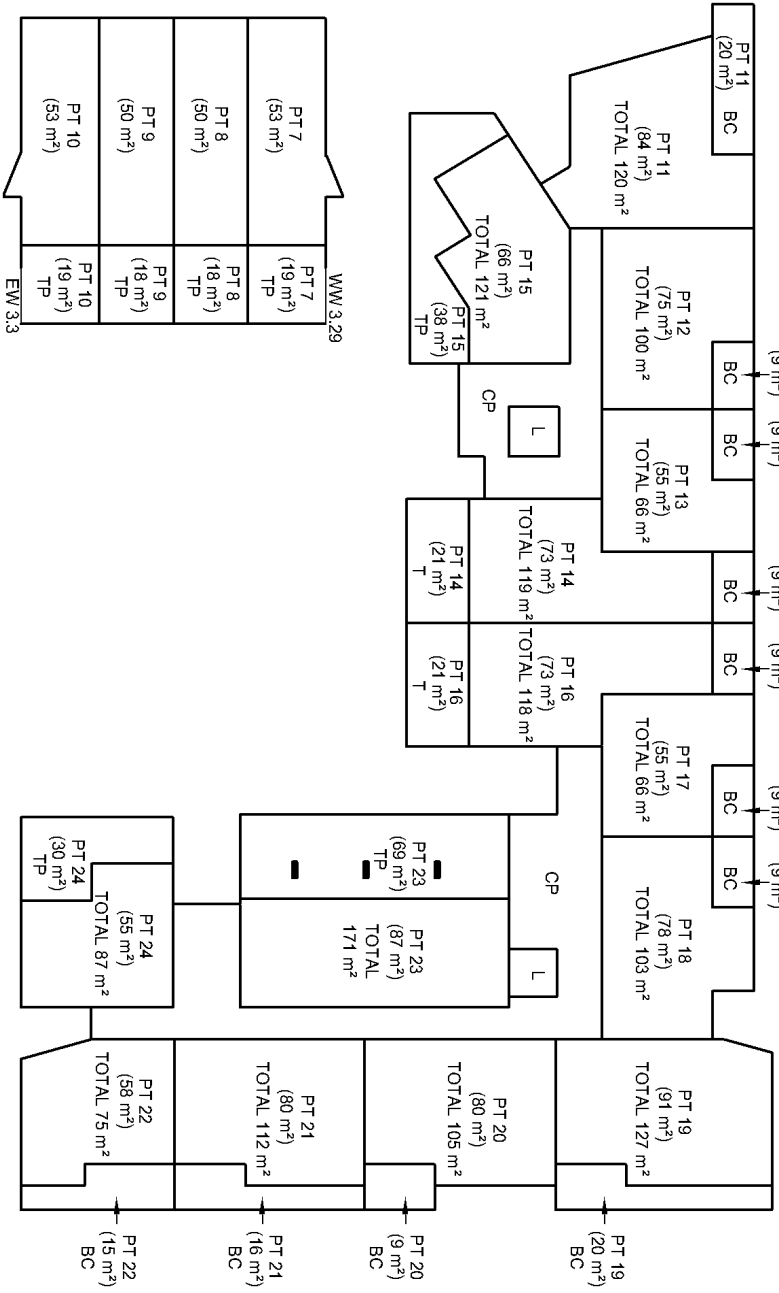


- G - DENOTES CARSPACE
 - L - DENOTES LIFT (COMMON PROPERTY)
 - CP - DENOTES COMMON PROPERTY
 - SCP - DENOTES STAIRS (COMMON PROPERTY)
 - S - DENOTES BICYCLE PARKING / STORAGE
 - CWB - DENOTES CAR WASH BAY (COMMON PROPERTY)
 - NW - DENOTES PROLONGATION NORTHERN FACE OF WALL
 - D - DENOTES DISABLED PARKING
- AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

Surveyor : SIMON P. CHENG
 Surveyor's Ref : 32275 /FS
 Subdivision No : 13428

Registered
 3.7.2015

SP91752



LEVEL 2

NOTE : ALL DUCTS WITHIN LOT ARE COMMON PROPERTY

- L - DENOTES LIFT (COMMON PROPERTY)
 - CP - DENOTES COMMON PROPERTY
 - BC - DENOTES BALCONY (COVERED)
 - BP - DENOTES TERRACE (PARTIALLY COVERED)
 - TP - DENOTES TERRACE (COVERED)
 - TC - DENOTES TERRACE (UNCOVERED)
 - T - DENOTES TERRACE (UNCOVERED)
 - EW - DENOTES PROLONGATION EASTERN FACE OF WALL
 - WW - DENOTES PROLONGATION WESTERN FACE OF WALL
- TERRACES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, UNLESS COVERED WITHIN THIS LIMIT.



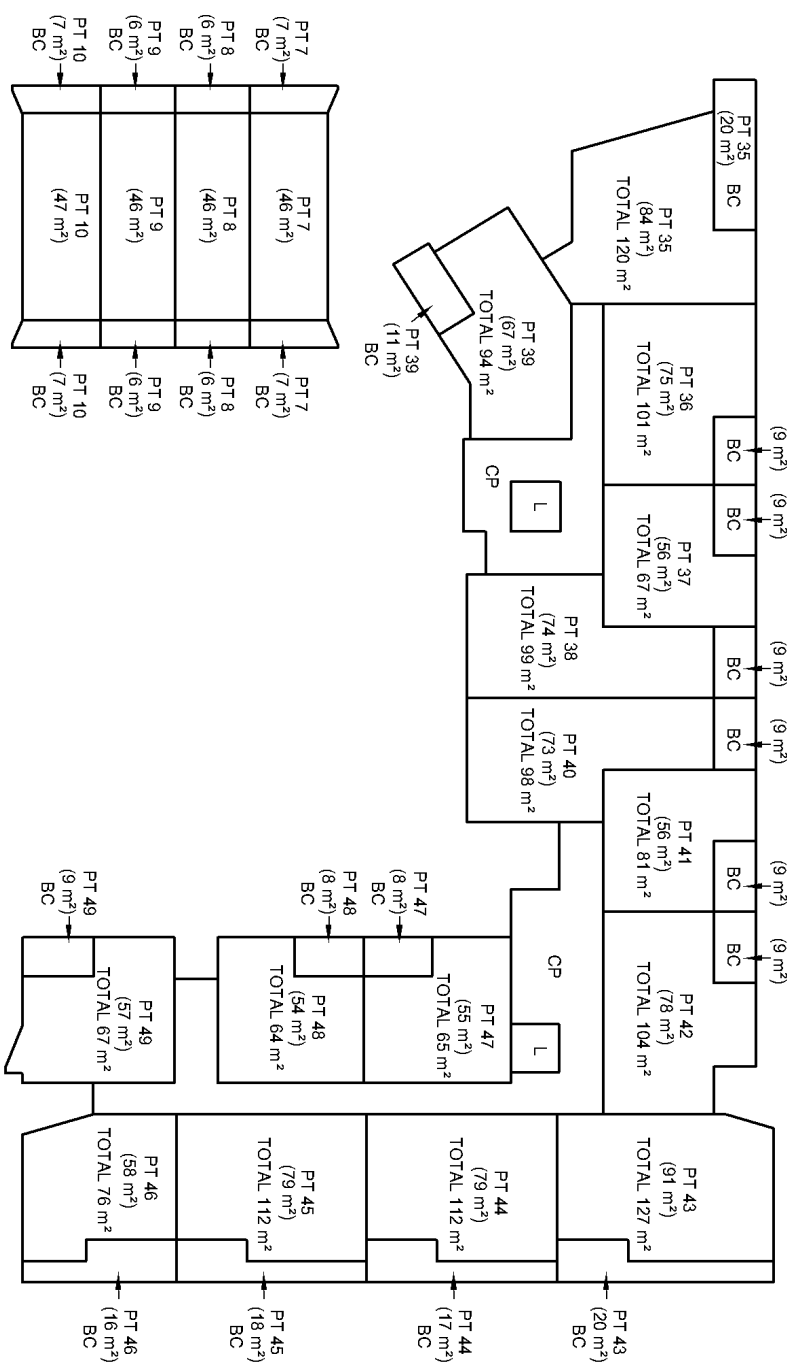
0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor : SIMON P. CHENG
 Surveyor's Ref : 32275 / DS1
 Subdivision No : 13428
 Lengths are in metres. Reduction Ratio 1 : 300

Registered
 3.7.2015

SP91752



NOTE : ALL DUCTS WITHIN LOT ARE COMMON PROPERTY

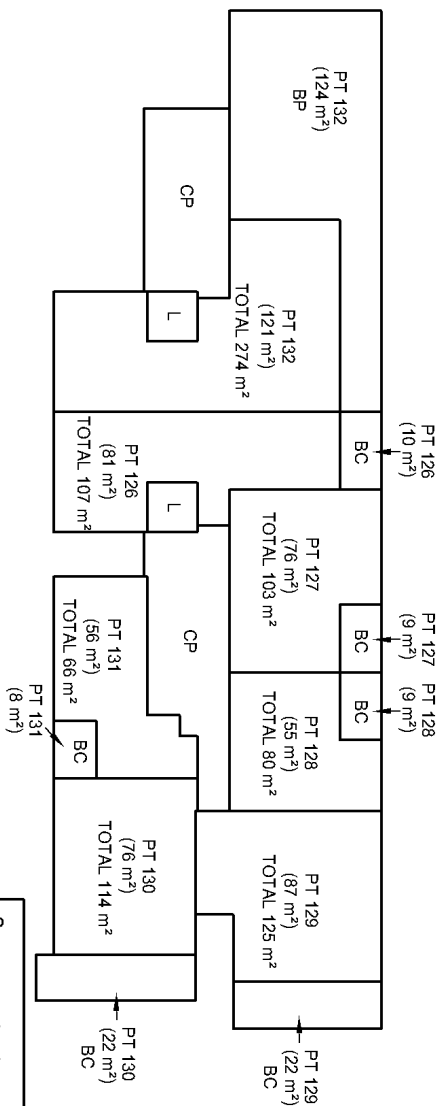
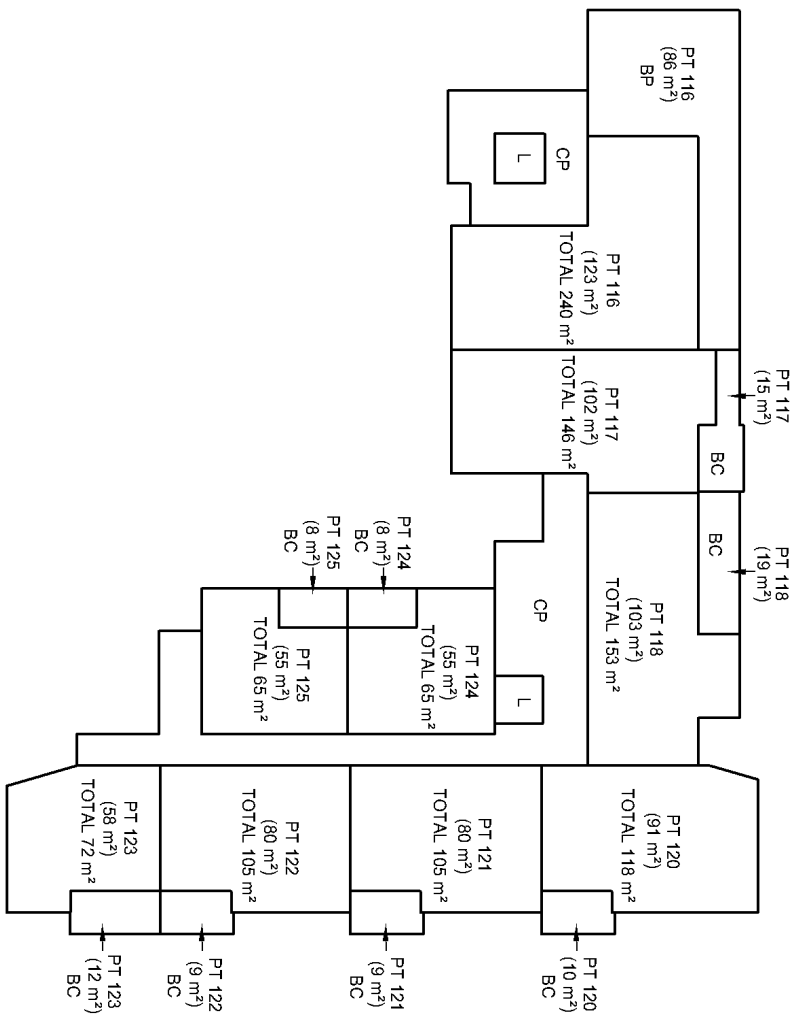
L - DENOTES LIFT (COMMON PROPERTY)
 CP - DENOTES COMMON PROPERTY
 BC - DENOTES BALCONY (COVERED)

LEVEL 3

Surveyor : SIMON P. CHENG
 Surveyor's Ref : 32275 / FS
 Subdivision No : 13428
 Lengths are in metres. Reduction Ratio 1 : 300

Registered
 3.7.2015

SP91752



LEVEL 6

NOTE : ALL DUCTS WITHIN LOT ARE COMMON PROPERTY

- L - DENOTES LIFT (COMMON PROPERTY)
- CP - DENOTES COMMON PROPERTY
- BC - DENOTES BALCONY (COVERED)
- BP - DENOTES BALCONY (PARTIALLY COVERED)
- BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, UNLESS COVERED WITHIN THIS LIMIT.

Surveyor : SIMON P. CHENG
 Surveyor's Ref : 32275 / FS
 Subdivision No : 13428

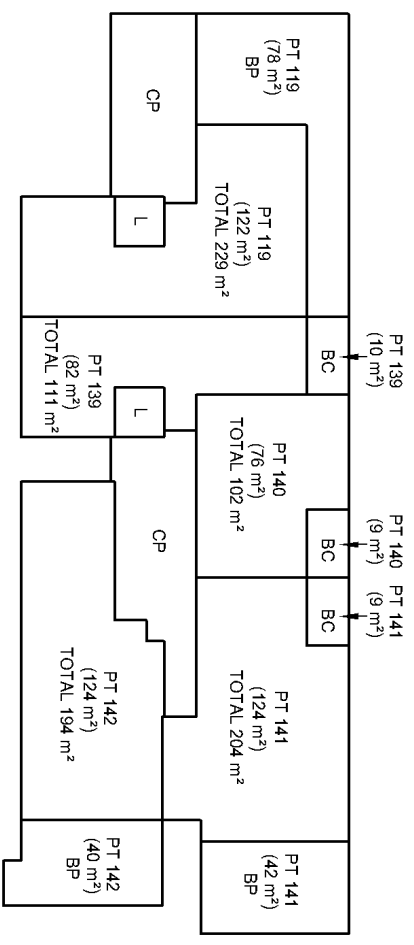
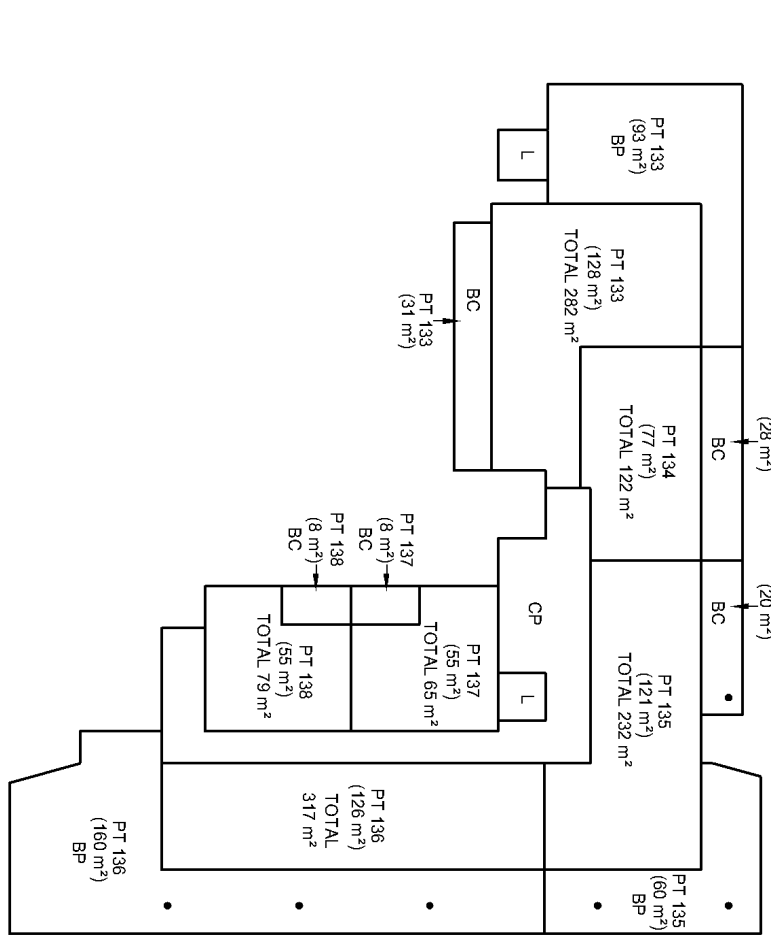
Lengths are in metres. Reduction Ratio 1 : 300

Registered
 3.7.2015



SP91752

0
10
20
30
40
50
Table of mm
90
100
110
120
130
140



LEVEL 7

NOTE : ALL DUCTS WITHIN LOT ARE COMMON PROPERTY

- L - DENOTES LIFT (COMMON PROPERTY)
- CP - DENOTES COMMON PROPERTY
- BC - DENOTES BALCONY (COVERED)
- BP - DENOTES BALCONY (PARTIALLY COVERED)
- BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, UNLESS COVERED WITHIN THIS LIMIT.

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor : SIMON P. CHENG
 Surveyor's Ref : 32275 / FS
 Subdivision No : 13428
 Lengths are in metres. Reduction Ratio 1 : 300


Registered
 3.7.2015

SP91752

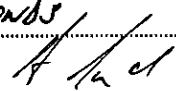
STRATA PLAN FORM 3 (PART 1)(2012) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

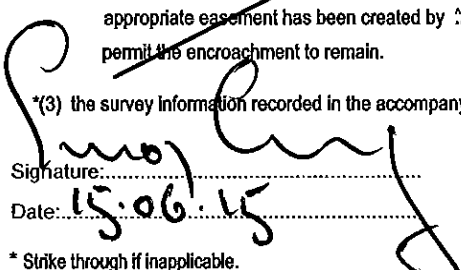
Sheet 1 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  3.7.2015</p> <p>Purpose: STRATA PLAN</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">SP91752</p>
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<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 3 DP 1196016</p>	<p>LGA: SYDNEY</p> <p>Locality: ROSEBERY</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p>
--	--

<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) The Council of * The Accredited Certifier: <u>ANDREW SYMONDS</u> Accreditation No. <u>818 1837</u></p> <p>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 30 Strata Schemes (Freehold Development) Regulation 2012,</p> <p>* (b) Section 68 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,</p> <p>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>* (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.</p> <p>* (4) The building encroaches on a public place and;</p> <p>* (a) The Council does not object to the encroachment of the building beyond the alignment of.....</p> <p>* (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) ^ 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>18 JUNE 2015</u></p> <p>Subdivision number: <u>13428</u></p> <p>Relevant Development Consent number: <u>CDC 13427</u></p> <p>Issued by: <u>ANDREW SYMONDS</u></p> <p>Signature: </p> <p style="text-align: center;">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 notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p>The Owners - Strata Plan No 91752</p> <p style="text-align: center;">No.32 - 38 ROTHSCHILD AVENUE ROSEBERY 2018 NSW</p>
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	<p>The adopted by-laws for the scheme are:</p> <p>Model by-laws</p> <p>* together with Keeping of animals: Option *A/*B/*C</p> <p>* By-laws in <u>20</u> sheets filed with plan</p> <p>* Strike through if inapplicable. ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)</p>
--	---

	<p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p style="text-align: center;"> SIMON P CHENG</p> <p style="text-align: center;">of 317 / 5 CELEBRATION DRIVE, NORWEST BUSINESS PARK PO BOX 7979 BAULKHAM HILLS BC NSW 2153</p> <p>a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:</p> <p>(1) Each applicable requirement of</p> <p>* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met</p> <p>* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>* (2) * (a) the building encroaches on a public place; * (b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ to permit the encroachment to remain.</p> <p>* (3) the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: </p> <p>Date: <u>15.06.15</u></p> <p>* Strike through if inapplicable. ^ Insert the deposited plan number of dealing number of the instrument that created the easement</p>
--	--

<p>Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A</p>	<p>SURVEYOR'S REFERENCE:</p> <p style="text-align: center;">32275 / FS</p>
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STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 3.7.2015</p> <hr/> <p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 3 DP 1196016</p> <hr/> <p>Subdivision Certification number: <u>13428</u> Date of endorsement: <u>18 JUNE 2015</u></p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="text-align: center; margin: 0;">SP91752</h1> <hr/> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A Schedule of Unit Entitlements. 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.
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SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	78	33	57	65	69
2	60	34	68	66	67
3	58	35	74	67	69
4	58	36	69	68	51
5	50	37	50	69	69
6	73	38	69	70	76
7	165	39	67	71	69
8	164	40	70	72	69
9	164	41	56	73	52
10	165	42	70	74	49
11	73	43	75	75	49
12	67	44	72	76	50
13	50	45	72	77	70
14	67	46	52	78	69
15	67	47	48	79	58
16	71	48	48	80	77
17	50	49	50	81	73
18	69	50	70	82	51
19	74	51	68	83	72
20	70	52	57	84	69
21	70	53	77	85	51
22	52	54	73	86	69
23	76	55	51	87	70
24	50	56	72	88	51
25	55	57	68	89	76
26	52	58	57	90	70
27	58	59	68	91	51
28	77	60	69	92	69
29	73	61	51	93	67
30	55	62	75	94	69
31	74	63	69	95	51
32	68	64	51	96	69

(If space is insufficient use additional annexure sheet.)

Surveyor's Reference: 32275 / FS

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

<p>PLAN OF</p> <p style="text-align: center;">SUBDIVISION OF LOT 3 DP 1196016</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">SP91752</p>
	<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 3.7.2015</p>

Strata Certificate Details: Subdivision No: **13428**

Date: **18 JUNE 2015**

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
97	76	113	70	129	79
98	71	114	70	130	74
99	71	115	52	131	52
100	59	116	111	132	114
101	49	117	97	133	129
102	49	118	100	134	74
103	51	119	129	135	128
104	70	120	77	136	129
105	70	121	72	137	51
106	58	122	72	138	57
107	78	123	53	139	71
108	73	124	50	140	72
109	52	125	50	141	103
110	74	126	71	142	102
111	70	127	71	AGGREGATE	10000
112	53	128	59		

PURSUANT TO SEC.7 (3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND SEC. 88B OF THE CONVEYANCING ACT 1919-1964 AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED TO CREATE:

- (1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE
- (2) RESTRICTION ON THE USE OF LAND
- (3) RESTRICTION ON THE USE OF LAND

SURVEYOR'S REFERENCE: 32275 / FS

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

PLAN OF

SUBDIVISION OF LOT 3
DP 1196016

SP91752

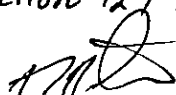
Office Use Only

Registered:  3.7.2015

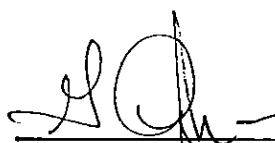
Strata Certificate Details: Subdivision No: 13428

Date: 18 JUNE 2015

EXECUTED BY SYDNEY CHRISTIAN LIFE CENTRE
(ACN:002 637 069) IN ACCORDANCE WITH
SECTION 127 OF THE CORPORATIONS ACT 2001



NAME: Phillip Danton
DIRECTOR




NAME: GEORGE AGHAJANIAN
DIRECTOR/SECRETARY

Signed sealed and delivered for and on behalf of
Ausgrid by its Attorney, pursuant to Power of Attorney
Registered Book 4677 No 686 who declares that he/she
has not received any notice of revocation of same,
in the presence of:


Signature of Witness

LISA ANDERSON
Name of Witness


Signature of Attorney

Name of Attorney
Manager - Property & Fleet

EXECUTED by National Australia Bank Limited
ABN 12 004 004 937 by its Attorney who holds the
position of Level 2 Attorney under Power of Attorney
Book 4512 No 39 in the presence of



Chiara Vitale - Associate
22/255 George St Sydney NSW 2000
Name and address of witness


MICHAEL SERGENT
ASSOCIATE DIRECTOR
NAB Corporate Property NSW

Name of Attorney

SURVEYOR'S REFERENCE: 32275 / FS

ePlan

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

(Sheet 1 of 4 sheets)

Plan: **SP91752**

of Subdivision of Lot 3 in
 DP 1196016 covered by Strata
 Certificate No. *13428*
 of *18/06/2015*

Full Name and Address of the
 owner of the Land:

Sydney Christian Life Centre
 26-56 Rothschild Avenue
 ROSEBERY NSW 2018

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity and other purposes 5.3 wide	Common Property	Ausgrid ABN 67 505 337 385
2	Restriction on the use of land	Common Property	City of Sydney Council
3	Restriction on the use of land	1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 23, 27, 28, 29, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 50, 51, 52, 53, 54, 56, 57, 58, 59, 60, 62, 63, 65, 66, 67, 69, 70, 71, 72, 77, 78, 79, 80, 81, 83, 84, 86, 87, 89, 90, 92, 93, 94, 96, 97, 98, 99, 100, 104, 105, 106, 107, 108, 110, 111, 113, 114, 116, 117, 118, 119, 120, 121, 122, 126, 127, 128, 129, 130, 132, 133, 134, 135, 136, 138, 139, 140, 141, 142	City of Sydney Council



 Council Authorised Person

ePlan

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

(Sheet 2 of 4 sheets)

Plan: **SP91752**

of Subdivision of Lot 3 in
DP 1196016 covered by Strata
Certificate No. *13428*
of *18/06/2015*

Full Name and Address of the
owner of the Land:

Sydney Christian Life Centre
26-56 Rothschild Avenue
ROSEBERY NSW 2018

PART 2 (CONT)

- 1. Terms of easement to for electricity and other purposes numbered 1
in the plan:**

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.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE
EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN: **Ausgrid**

- 2. Terms of restriction on the use of land numbered 2 in the plan:**

No part of the Common Property within the building, apart from the visitor vehicle spaces which are to be used only by visitors to the building, and service vehicle spaces which are to be used only by service vehicles, is to be used for the parking or storage of vehicles, boats, trailers or the like.

- 3. Terms of restriction on the use of land numbered 3 in the plan:**

The car parking spaces within the building are not to be used by those other than an occupier of the building or owner of a lot in the Strata Plan.

NAME OF AUTHORITY HAVING THE POWER TO RELEASE, VARY OR MODIFY THE
RESTRICTIONS SECONDLY AND THIRDLY REFERRED TO: **The City of Sydney
Council**


.....
Council Authorised Person

ePlan

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

(Sheet 3 of 4 sheets)

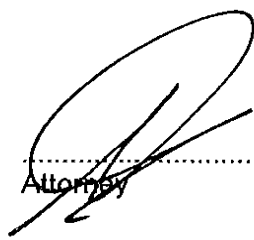
Plan: **SP91752**

of Subdivision of Lot 3 in
DP 1196016 covered by Strata
Certificate No. 13428
of 18/06/2015

Full Name and Address of the
owner of the Land:

Sydney Christian Life Centre
26-56 Rothschild Avenue
ROSEBERY NSW 2018

EXECUTED for and on behalf of)
Ausgrid by CRANT GREENE-SMITH)
Manager - Property & Fleet (Acting))
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4677)
No.685 in the presence of:)


.....
Attorney

Lee
.....
Witness

LISA ANDERSON
.....
Name of Witness (please print)

570 George Street
Sydney NSW 2000

ePlan

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

(Sheet 4 of 4 sheets)

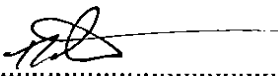

Plan: **SP91752**

of Subdivision of Lot 3 in
DP 1196016 covered by Strata
Certificate No. *13428*
of *18/06/2015*

**Full Name and Address of the
owner of the Land:**

Sydney Christian Life Centre
26-56 Rothschild Avenue
ROSEBERY NSW 2018

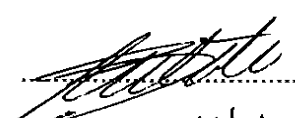
EXECUTED by
Sydney Christian Life Centre
(ACN:002 637 069)
in accordance with Section 127 of the
Corporations Act 2001

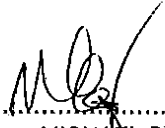

.....
Director

.....
~~Secretary / DIRECTOR~~

Philip Darton
.....
Name of Director (please print)

GEORGE AGHAJANIAN
.....
Name of ~~Secretary~~ (please print)
Director

EXECUTED by National Australia Bank Limited
ABN 12004 004 937 by its Attorney who holds the
position of Level 2 Attorney under Power of Attorney
Book 4512 No.39 in the presence of

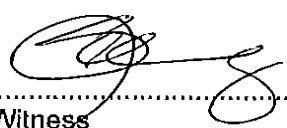

.....
Giovanna Vitale - Associate
22/255 George St, Sydney NSW 2000
Name and address of Witness


.....
MICHAEL SERGENT
ASSOCIATE DIRECTOR
NAB Corporate Property NSW
.....
Name of Attorney

EXECUTED on behalf of
The City of Sydney
By its Authorised Person


.....
Council Authorised Person

MICHAEL SOO
.....
Name of Authorised Person


.....
Witness

STEPHEN FEENEY
.....
Name of Witness
CF-456 KENT ST
SYDNEY 2000

(REAL PROPERTY ACT, 1900.)



B141115R

10/10/16
11/10/16

THE TOWN PLANNING COMPANY OF AUSTRALIA LIMITED

B141115

A 30 9 14

(herein called transferror)

Trusts must not be disclosed (the transfer)

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of THREE HUNDRED POUNDS

being the same sum as included in Transfer of even date herewith (300/-) (the receipt whereof is hereby acknowledged) paid to it by MARY JANE WESTON wife of Joseph Weston of Drummoyne, Ship Owner, and of the sum of EIGHT HUNDRED AND FIFTY POUNDS (£850) paid to the said Mary Jane Weston by Hilda May McDonald of Macquarie Street Sydney, Married woman (hereinafter called Transferee) at the request and by the direction of the said Mary Jane Weston testified by her execution of these presents.

do hereby transfer to the said transferee ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:-

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Alexandria	Part being lot 415 shewn on Deposited Plan No. 7534	3317	93

And the transferee covenants with the transferror AND in consideration of the foregoing Transfer the said Hilda May McDonald (hereinafter called the Transferee) for herself and so as to bind not only the Transferee but also the land hereby transferred and the successive owners and tenants thereof do hereby covenant with The Town Planning of Australia limited and its assigns that she or they will not erect or cause or allow to be erected on any portion of the land comprised in the within transfer any weatherboard or other wooden residence but will erect only a double fronted cottage residence of one storey and shall not erect more than one such residence upon each fifty feet of the said land which residence shall have a front elevation of brick or stone or brick and stone with slate or tile roofing and shall stand back at least twenty feet from the alignment of the said Hilda Avenue and shall cost not less than £400. Provided however that no objection shall be made to the erection of a factory if same be erected in accordance with the regulations of the Waterloo Council. AND for the purposes of Section 89 of the Conveyancing Act 1919 it is hereby further agreed and declared that:-

(a) The land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 7534 other than the land hereby transferred.

(b) The land which is to be subject to the burden of the above covenant is the land comprised herein.

(c) The above covenant may be released varied or modified with the consent of the Transferror its successors or assigns.

AND the Transferee doth hereby request the Registrar General to note on any Certificate of Title to issue for the land hereby transferred the foregoing covenant and condition.

Signed at SYDNEY the 23rd day of September 1922

Signed in my presence by the transferror The Common Seal of The Town Planning Company of Australia Limited was hereunto affixed in pursuance of a resolution of the Board of Directors in the presence of

Hilda May McDonald
Transferror.*

Signed in my presence by the said MARY JANE WESTON who is personally known to me

Mary Jane Weston
I hereby direct this transfer

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME
Hilda May McDonald
Sydney

Hilda May McDonald
Transferee.

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm...

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

CONSENT OF MORTGAGEE.

The Australasian Temperance and Social Reform Association mortgagee under Mortgage No. 77913 and release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.



30 24 1

Dated at Melbourne this 19th day of September 1924 Mortgagee.

of the Australasian Temperance and Social Reform Association who is personally known to me.

Shes Smith Director
 [Signature] Secretary

A 2072

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.
 (To be signed at the time of executing the within instrument.)

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

Signed at _____ the _____ day of _____ 1924
 Signed at the place and on the date above-mentioned, in the presence of—

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

i May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres 1 roads 5 1/2 perches.
 Lot 415 DP 7534 at Rosebery
 Shire Waterloo
 Municipality
 Parish Alexandria County Cumberland
 (Subject to Covenants)
 Hilda May McDonald. Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.		
Nature.	No.	Reg'd Propr. M't'gor. etc.

Particulars entered in Register Book, Vol. 3317 Fol. 93

INDEXED
 the 10th day of NOV 1924
 BY [Signature]
 at _____ minutes
 CHECKED BY [Signature]

November 1924
 3 o'clock in the afternoon.



Registrar General

B 141115

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	[Signature]	22/10/24
Received from Records	[Signature]	24/10/24
Draft written	[Signature]	28/10/24
Draft examined	[Signature]	30/10/24
Diagram prepared	[Signature]	5/11/24
Diagram examined	[Signature]	6/11/24
Draft forwarded	[Signature]	[blank]
Supt. of Engrossers	[Signature]	13 NOV 1924
Cancellation Clerk	[Signature]	[blank]
VOL. 3662 Fol. 131		
Diagram Fees		
Additional Folios		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.



MEMORANDUM OF TRANSFER (REAL PROPERTY ACT, 1900.)



B624045U

R14228D

R14228D

R14228D

16 278

I, THE CITY MUTUAL LIFE ASSURANCE SOCIETY LIMITED

(herein called transferror)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of SIX HUNDRED AND THIRTY POUNDS

(£630---) (the receipt whereof is hereby acknowledged) paid to it by LOUIS SOLOMON of Waterloo, Flock Merchant, and MORRIS SOLOMON of Waterloo Flock Merchant, and in further consideration of the sum of TEN SHILLINGS (10/-) paid to the said LOUIS SOLOMON and MORRIS SOLOMON by ESTHER SOLOMON wife of Louis Solomon of Coogee Merchant (herein called Transferee) (the receipt whereof is hereby acknowledged) do hereby at the request and by the direction of the said Louis Solomon and Morris Solomon testified by their joint and signing these presents do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following :-

(e)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Alexandria	Part and being Lot 416 on Deposited Plan No. 7534.	3407	188

And the transferee covenants with the transferror AND in consideration of the foregoing transfer the Transferee for herself and so as to bind not only the Transferee her executors administrators and assigns but also the land hereby transferred and the successive owners and tenants thereof COVENANTS with the Transferror and its assigns that she or they will not erect or cause or allow to be erected on the land comprised in this Transfer any weatherboard or other wooden residence but will erect only one or more double-fronted cottage residence of one storey and shall not erect more than one such residence upon each forty feet of the said land which residence or residences shall have a front elevation of brick or stone or brick and stone with slate or tile roofing and shall stand back at least fifteen feet from the alignment of Mentmore Avenue and shall cost not less than FIVE HUNDRED POUNDS (£500) PROVIDED however that no objection shall be made to the erection of a factory if same be erected in accordance with the regulations of the Waterloo Council. AND for the purpose of Section 89 of the Conveyancing Act 1919 IT IS HEREBY FURTHER AGREED AND DECLARED that

- (a) the land to which the benefit of the above covenant is intended to be a burden is the whole of the land comprised in Deposited Plan No. 7534 other than the land hereby transferred.
- (b) the land which is to be subject to the burden of the above covenant is the land comprised herein.
- (c) the above covenant may be released varied or modified with the consent of the transferror its successors or assigns.

AND the Transferee doth hereby request the Registrar General to note on any Certificate of Title to issue for the land hereby transferred the foregoing covenant and condition.

ENCUMBRANCES &c. REFERRED TO.

- N i l. -

Signed at Sydney the twenty eighth day of December 1927 THE COMMON SEAL OF THE CITY MUTUAL LIFE ASSURANCE SOCIETY LIMITED was hereunto affixed by the Directors of the said Society on the 27th day of December 1927 in the presence of: General Secretary

SIGNED in my presence by the said LOUIS SOLOMON and MORRIS SOLOMON who are personally known to me.

Vincent J. Hawley

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME Vincent J. Hawley Concord West. Punt

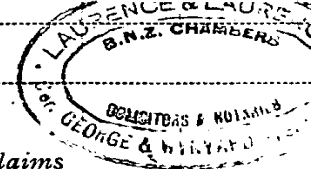
Louis Solomon Morris Solomon

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Esther Solomon Transferee.

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.



CONSENT OF MORTGAGEE.

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

Dated at *this* day of *192* } Mortgages.
 Signed in my presence by }
 who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at *the* day of *192*
 Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.*

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

MEMORANDUM OF TRANSFER of

Acres *1* roods *8* perches.
Lot 416 of P 7534 at Rosebery
Subject to Covenants
 Shire *Waterloo*
 Municipality *Waterloo*
 Parish *Alexandria County*
Ezra Solomon Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol *3404* Fol. *188*.

the *28th* day of *February* 192 *8*,
 at *minutes* *11* o'clock in the *fore* noon.

W. Clayton
 Acting Registrar



B 624045

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...	<i>W</i>	<i>27/2/28</i>
Received from Records	<i>DB</i>	<i>27/2/28</i>
Draft written ...	<i>DB</i>	<i>23.2.28</i>
Draft examined ...	<i>MD</i>	<i>24.2.28</i>
Diagram prepared	<i>Eva</i>	<i>do</i>
Diagram examined	<i>do</i>	<i>do</i>
Draft forwarded	<i>do</i>	<i>do</i>
Supt. of Engrossers	<i>do</i>	<i>do</i>
Cancellation Clerk	<i>do</i>	<i>do</i>
VOL. 4115 FOL. 237		
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominion the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.

1 This form is not appropriate in a delegation under Trustees Delegation Powers Act, 19 the Execution of (War Facilities) 1917.
 2 Strike out unnecessary words. Add any matter necessary to show that the power is effective.
 3 May be made by either Registrar-General, Deputy Registrar-General, Notary Public, Commissioner for Affidavits. Not required if instrument itself made or acknowledged before one of the parties.

New South Wales



A787512B

Transfer.....
Endorsement.....
Certificate.....

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1930)



A787512
FEE SIMPLE.

£19.50
11:50
£4:0:0
2-2-6000

a Name, residence, occupation, or other designation, in full, of transferrer.
TOWN PLANNING COMPANY OF AUSTRALIA LIMITED

27-2-92

b If a less estate, "strike out "in fee simple," and interline the required alteration.
c All existing encumbrances must be noted hereon. (See page 2.)
d If the consideration be not pecuniary, state its nature concisely.
being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of Three hundred and sixteen pounds five shillings (£316-5-0)

e Name, residence, occupation, or other designation, in full, of transferee.
paid to ~~me~~ by **WILLIAM ALLEN** of Sydney, Accountant

If a minor, state what age, and what certificate or registration as to birth.
If a married woman, state name, residence, and occupation of husband.
the receipt whereof I hereby acknowledge

f If two or more state whether joint tenants or tenants in common.
I hereby transfer to the said William Allen

g Area in acres, rods, or perches.
its ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing 1rd 8/4th

h Parish of town and county.
situate in Parish of Alexandria and County of Cumberland

i "The whole" or "part," as the case may be.
j "Crown grant," or "Certificate of Title."
being part of the land comprised in Certificate of Title

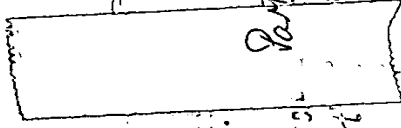
k Strike out if not appropriate.
dated 3rd February 1914 registered volume No. 2442 folio 227
and being Lot 449 as delineated on D. P. No. 7534.

AND in consideration of the foregoing Transfer the said William Allen (hereinafter called Transferree) for himself and so as to bind not only the Transferree his executors administrators and assigns but also the land hereby transferred and the successive owners and tenants thereof do hereby covenant with The Town Planning Company of Australia Limited and its assigns that he or they will not erect or cause or allow to be erected on any portion of the land comprised in the within Transfer any weather-board or other wooden residence but will erect only two double fronted cottage residences of one storey and shall not erect more than two such residences upon the said land which residence shall have a front elevation of brick or stone or brick and stone with slate or tile roofing and shall stand back at least twenty feet from the alignment of Rothschild Avenue and shall cost not less than Four hundred pounds sterling each provided however that no objection shall be made to the erection of a factory if same be erected in accordance with the regulations of the Waterloo Council.
AND for the purposes of Section 89, of the Conveyancing Act 1919 it is hereby further agreed and declared that:-

- (a) The land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 7534 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenant is the land [Rule up all blanks before signing] comprised herein
- (c) The above covenant may be released varied or modified with the consent of the Transferor its successors or assigns.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted. The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Part of lot 449 comprised in Vol. 3317 Fol. 23



11 Cert

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "c," page 1.
A very short note of the particulars will suffice.

Subject to reservations and Conditions (if any) contained in Original Crown Grant.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

-the said Company hath hereunto affixed its Common Seal-

In witness whereof, I have hereunto subscribed my name, at Sydney _____
the thirteenth day of February in the year
of our Lord one thousand nine hundred and twenty two. _____

~~Signed in my presence by the said~~

~~WHO IS PERSONALLY KNOWN TO ME~~

Transferrer.

Signed-

THE COMMON SEAL of THE TOWN PLANNING COMPANY

OF AUSTRALIA LIMITED was hereunto affixed in

the presence of

Richard Stanley
W.A. Matthews

Directors

Secretary

n Repeat attestation for additional parties if required.

For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

William Allen
Transferree.

WILLIAM ALLEN
WHO IS PERSONALLY KNOWN TO ME

J. D. Benetto
Noticed Clerk
To Garland Bealton
Abbott's Court Place Sydney

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently causing the same to be signed, a penalty of £50; also, to damages recoverable by parties injured.



THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED
being the Mortgagee of the land comprised in the within written Memorandum of Transfer under Memoranda of Mortgages bearing date the 2nd June 1913 and 19th January 1914 respectively Registered No. A37913 and A79548 respectively in consideration of the sum of *One hundred and thirty five pounds* do hereby release and discharge the lands comprised in the within written Memorandum of Transfer from the said Mortgages but without prejudice however to the continuance of the said Mortgages over the other lands comprised therein.

DATED at Melbourne this *twentieth* day of *January* 1922

THE CORPORATE SEAL of THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED was hereunto affixed by Order of a Board of Directors.

47275
And Stewart Director
Secretary

FORM OF DECLARATION BY ATTESTING WITNESS.

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

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
r Name of witness and residence.
s Name of Transferrer.
t Name of Transferee.

No. Memorandum of Transfer of

Lot 449 D.P. 7534
at Rosebery
Mun Waterloo
Pt Alexandria

Lodged by *G. G. F. Whit*

(Name).....

(Address).....

Subj to covenant etc

A 787512

Transferor,

William Allen

Transferee.

RECORDED
INDEXED

Particulars entered in the Register Book, Vol. 3317

Folio 93

the 2nd day of June, 1922,
at minutes 3 o'clock
in the afternoon

B. P. Reuvels
Registrar General

	DATE	INITIALS
SENT TO SURVEY BRANCH	4/3/22	<i>[initials]</i>
ORDERED FROM RECORDS	6 MAR 1922	<i>[initials]</i>
DRAFT WRITTEN	8.6.22	<i>[initials]</i>
DRAFT EXAMINED	<i>[initials]</i>	<i>[initials]</i>
DIAGRAM COMPLETE	12 do	<i>[initials]</i>
DIAGRAM EXAMINED	15 do	<i>[initials]</i>
DRAFT FORWARDED	<i>[initials]</i>	<i>[initials]</i>
RETD. TO RECORDS (REGISTER)		
RETURNED FROM RECORDS		
CERTIFICATE ENROSSSED		
SUPT. OF ENROSSSERS	17 JUN 1922	<i>[initials]</i>
DEP. REGISTRAR GENERAL		

VOL. 3325 FOL. 241

7/6/22
[initials]

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s., but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

781922

New South Wales.

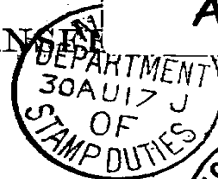


A332795A

Fees:

Transfer
Endorsement
Certificate
£ 1.00

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



FEE SIMPLE.

318.19

a Name, residence, occupation, or other designation, in full, of transferor.

TOWN PLANNING COMPANY OF AUSTRALIA LIMITED

A332795

b If a less estate, strike out "in fee simple," and interline the required alteration.
c All subsisting encumbrances must be noted hereon. (See page 2.)
d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of ^d THREE HUNDRED POUNDS

(£ 300.0.0)

a Name, residence, occupation, or other designation, in full, of transferee.

paid to ~~me~~ by^e MARY JANE WESTON wife of Joseph Weston of Drummoyne

Ship Owner _____

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge _____

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

do hereby transfer to the said^f Mary Jane Weston as trustee for her

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^g

h Parish or town and county.

situate in^h the Parish of Alexandria and County of Cumberland

i "The whole" or "part," as the case may be.

beingⁱ _____ part _____ of the land comprised in^j Certificate of Title

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

dated 3rd February 1914 registered volume No. 2442 folio 227

and being Lot four hundred and fifty on Deposited Plan No. 7534.

And also in the pieces of land as follows:

AND the said Transferee doth hereby for herself her executors administrators and transferees covenant with the said Transferor and its successors that she or they will not erect or cause or allow to be erected on the said land any other building than ~~one~~ double fronted cottages of one storey each and not more than one such cottage shall be erected on each fifty feet of the said land and such cottages shall have a front elevation of brick or stone or brick and stone with slate or tiled roof and shall stand back at least twenty feet from the alignment of Rothschild Avenue and shall cost not less than Four hundred pounds each Provided however that the said Transferee or her assigns shall be at liberty to erect a factory on the said land but such factory shall be built in accordance with the regulations of the Waterloo Municipal Council.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: "as delineated in the plan hereon [or annexed hereto]" or "described as follows, viz.:" Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act,

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

p See note "c," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

~~In witness whereof, I have hereunto subscribed my name, at~~ Sydney
the Twenty ninth day of August in the year
of our Lord one thousand nine hundred and seventeen

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL OF THE TOWN PLAN-
NING COMPANY OF AUSTRALIA LIMITED
was hereunto affixed by order of
the Board in the presence of



[Handwritten signature]

Directors.

[Handwritten signature]

Secretary.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
"instrument was read
"over and explained
"to him, and that he
"appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Act.

Signed in my presence by the said

MARY JANE WESTON
WHO IS PERSONALLY KNOWN TO ME

Geo H. Boyce
Mrs. Jane Weston
John G. Weston

J. J. Weston
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED being the Mortgagee of the land comprised in the within written Memorandum of Transfer under Memoranda of Mortgages bearing date the 2nd June 1913 and 19th January 1914 respectively Registered No A 37913 and A 79548 respectively in consideration of the sum of *One hundred and twenty five pounds (£125. 0. 0)* do hereby release and discharge the lands comprised in the within written Memorandum of Transfer from the said Mortgages but without prejudice however to the continuance of the said mortgages over the other lands comprised therein.

DATED this *twentieth* day of *July* 1917

THE COMMON SEAL OF THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED was by order of the Board of Directors thereof hereunto affixed and attested by

Henry Meers Director
J. J. Weston Secretary.

FORM OF DECLARATION BY ATTESTING WITNESS.

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

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferor.
- t Name of Transferor.

No. *246922* Memorandum of Transfer of

60 5121

Ind sphere. Lot 150. D.P. 753 u.
Mun. of Waterloo
Palaeontopia to Cumberland

Lodged by

(Name) REGINALD THORNTON,
(Address) 100 ST. ANDREW'S, SYDNEY.
54 ELIZABETH ST. SYDNEY.

(Subject to covenant)

A 332795

the Law Planning Company of Australia Limited (Transferor)
Mary Jane Weston (Transferree)
(Formerly estate)

Particulars entered in the Register Book, Vol. *2442*

Folio *227*

the *16th* day of *October*, 19*17*,
at *12* minutes *12* o'clock
in the *noon*.

R. F. Williams
Registrar General.

	DATE	INITIALS
<i>WJW</i> 17 OCT '917		
SENT TO SURVEY BRANCH	<i>3/9/17</i>	<i>WJW</i>
RECEIVED FROM RECORDS		
DRAFT WRITTEN	<i>6/9/17</i>	<i>WJW</i>
DRAFT EXAMINED	<i>8/9/17</i>	<i>WJW</i>
DIAGRAM COMPLETE	<i>13/9/17</i>	<i>WJW</i>
DIAGRAM EXAMINED	<i>14/9/17</i>	<i>WJW</i>
DRAFT FORWARDED		
RETD. TO RECORDS		
REQUISITM		
REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
DEPT. OF ENGROSSERS		<i>WJW</i>
DEPT. REGISTRAR GENERAL	<i>21</i>	<i>WJW</i>
<i>2796</i>	<i>115</i>	<i>✓</i>
FOL.		

246922
17 OCT 1917
17 OCT 1917

22 OCT 1917
REQD. FOR DELIVERY

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION :-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.
N.B. - ALL LANDS GRANTED FROM THE CROWN SINCE 1st JANUARY 1862

Transfer.....
Endorsement.....
Certificate.....



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Barcode
A636288Y

3 11 20 0



FEE SIMPLE
4/11/20

Name, residence, occupation, or other designation, in full of transferor, **THE TOWN PLANNING COMPANY OF AUSTRALIA LIMITED**

A636288

a If a less estate, strike out "in fee simple," and interline the required alteration.
b All subsisting encumbrances must be noted hereon. (See page 2.)
c If the consideration be not pecuniary, state its nature concisely.
d being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of **One thousand nine hundred pounds (£1,900-0-0)**

Name, residence, occupation, or other designation, in full of transferee, paid to me by **PARKE DAVIS & COMPANY** a Company duly incorporated and carrying on business at Sydney in the State of New South Wales

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.
the receipt whereof I hereby acknowledge, d

f If to two or more, state whether as joint tenants or tenants in common. do hereby transfer to the said **Parke Davis & Company**

g Area in acres, roods, or perches. **ALL my** Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings

h Parish or town and county. situate in **Municipality of Waterloo Parish of Alexandria and County of Cumberland**

i "The whole" or "part," as the case may be. being **part** of the land comprised in **Certificate of Title**

j "Crown grant," or "Certificate of Title."
k Strike out if not appropriate. dated **3rd February, 1914** registered volume No. **2442** folio **227**

These references will suffice, if the whole land in the grant of certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed hereto, with an explanatory prefix:— "as delineated in the plan hereon [or "annexed hereto"] or "described as follows, viz.:" Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

~~And also in the pieces of land as follows~~ And being Lots 413, 414, 451 and 452 shown on plan deposited at the Land Titles Office Numbered 7534 And in consideration of the fore-going Transfer the said Parke Davis & Company herein after called the Transferee for itself its successors and assigns and so as to bind not only the Transferee but also the land hereby transferred and the successive owners and assigns thereof do hereby covenant with the Town Planning Company of Australia Limited and its assigns that it or they will not erect or cause or allow to be erected on any portion of the land comprised in the within Transfer any weather-board or other wooden residence on the said land but will erect only a double fronted cottage residence of one storey and shall not erect more than one such residence upon each forty feet of frontage of the said land which residence shall have a front elevation of brick or stone or brick and stone with slate or tile roofing and shall stand back at least twenty feet from the alignment of Mentmore and Rothschild Avenues and shall cost not less than Four hundred pounds £400. Provided however that no objection shall be made to the erection of a factory if same be erected in accordance with the regulations of the Waterloo Council and stands back twenty feet at least from the

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted. The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

p See note "c," page 1.
A very short note of
the particulars will
suffice.

building line of Mentmore and Rothschild Avenues. AND for the purpose of Section 89 of the Conveyancing Act 1919 IT IS HEREBY FURTHER AGREED AND DECLARED that :- (a) the land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan Number 7534 other than the land hereby transferred (b) the land which is to be subject to the burden of the above covenant is the land comprised herein (c) the above covenant may be released varied or modified with the consent of the Transferor its successors or assigns and the Transferee doth hereby request the Registrar General to note on any Certificate of Title to issue from the land hereby transferred the fore-going covenant and condition

MEMORANDUM OF ENCUMBRANCES; &c., REFERRED TO.

Subject to the reservations and conditions (if any) contained in the Crown Grant

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

the said Company hath hereunto affixed its Common Seal
In witness whereof I have hereunto subscribed my name, at Sydney
the *twentieth* day of *October* in the year
of our Lord one thousand nine hundred and Twenty

~~Signed in my presence by the said~~

WHO IS PERSONALLY KNOWN TO ME

Signed by The Common Seal of The
Town Planning Company of Australia Limited was hereunto
affixed by order of the Board
in the presence of

Richard Stanley
W. J. Nicholl
J. J. Bell

DIRECTORS

SECRETARY



n Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

PARKE, DAVIS & Co.,

Green
Transferor

For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said PARKE, DAVIS & COMPANY by *Cyril Claude Murray* Manager WHO IS PERSONALLY KNOWN TO ME *A. G. G. G. G.*

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.) N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED being the Mortgagee of the land comprised in the within written Memorandum of Transfer under Memoranda of Mortgages bearing date the 2nd June 1913 and 19th January 1914 respectively Registered No. A 37913 and A 79548 respectively in consideration of the sum of *two hundred and fifty pounds*. do hereby release and discharge the lands comprised in the within written Memorandum of Transfer from the said Mortgages but without prejudice however to the continuance of the said mortgages over the other lands comprised therein.

DATED this *fifteenth* day of *October* 1920.

THE COMMON SEAL of THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED was by order of the Board of Directors thereof hereunto affixed and attested by



Murray Director
Murray Secretary.

FORM OF DECLARATION BY ATTESTING WITNESS.

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

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferrer.
- t Name of Transferrer.
- u Registrar-General, Deputy, Notary-Public, J.P., or Commissioner for Affidavits.

Lodged by

(Name) SLY & RUSSELL
Solicitors,
(Address) 369 George Street, Sydney.

A 636288

*1 ac 22 per lots 413 414 451 & 452 on SP 7534
at Rosebery Mun of Waterloo
City of Alexandria
Subject to covenant & agreement*

Transferor.

Parke Davis & company

Transferee.

Particulars entered in the Register Book, Vol. 2142

Folio 227

the 8th day of February 1921
at minutes 4 o'clock
in the after noon.

[Signature]
Registrar General.



SE 3121

Handwritten notes and dates:
20/11/20
23/11/20
24/11/20
29/11/20
30/11/20
20

636288

3156 235

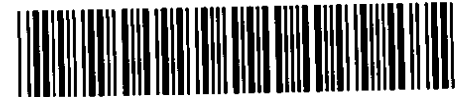
SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

1 fol 21 today

Form: 13PC
Release: 3-0

POSITIVE COVENANT

New South Wales



AH984668T

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to make available to any person for search upon payment of a fee, if any, the information contained in the Register.

(A) TORRENS TITLE	415/7534	450/7534	AUTO CONSOL 3156-235	AUTO CONSOL 2974-38
	416/7534	449/7534	AUTO CONSOL 2788-147	

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	112M	COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P Reference: S102604 - J Maddox	PC

(C) REGISTERED PROPRIETOR
Of the above land
SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN: 002 637 069)

(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage LEASE	AH426673 and AC 486958 REFER TO ANNEXURE "B"	National Australia Bank AUSGRID

(E) PRESCRIBED AUTHORITY
Within the meaning of section 88E(1) of the Conveyancing Act 1919
COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

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

DATE 26 AUGUST 2013

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

Signature of witness: [Signature] Signature of authorised officer: [Signature]
 Name of witness: HEATHER TURNER Name of authorised officer: Marcia Claire Doheny
 Address of witness: 456 Kent Street, Sydney Position of authorised officer: Power of Attorney
BOOK 4572 REG No. 994

(G) Execution by the registered proprietor
ON BEHALF OF CITY OF SYDNEY COUNCIL

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

Corporation: Sydney Christian Life Centre Limited (ACN: 002 637 069)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature] Signature of authorised person: [Signature]
 Name of authorised person: PHILLIP DENTON Name of authorised person: GEORGE AGHAJANIAN
 Office held: Director Office held: Director/Secretary

(H) Consent of the mortgagee
The mortgagee under mortgage No. AH426673 and AC486958, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

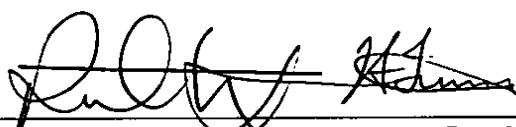
Signature of witness: SEE ANNEXURE FOR Signature of mortgagee:
 Name of witness:
 Address of witness: EXECUTION BY MORTGAGEE
 FULL NAME (PRINTED)
 MORTGAGEE

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOTS 415 AND 416 IN DEPOSITED PLAN 7534, LOTS 449 AND 450 IN DEPOSITED PLAN 7534, AUTO CONSOL 2788-147, AUTO CONSOL 2974-38 AND AUTO CONSOL 3156-235 BETWEEN SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN: 002 637 069) AND COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)


DATED 26th day of August 2013

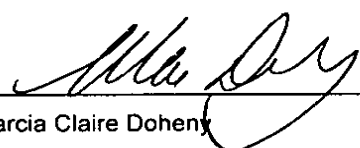
The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier 415/7534, 416/7534, 449/7534, 450/7534, Auto Consol 2788-147, Auto Consol 2974-38 and Auto Consol 3156-235") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

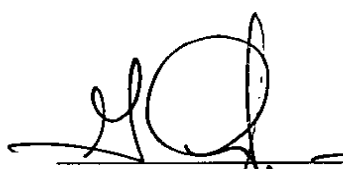
- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land burdened is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land burdened;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;


Witness (signature): HEATHER TURNER

~~RUTH FANNER~~
Full Name (printed):


Director (signature):
Sydney Christian Life Centre Limited
Phillip Denton
Full Name (printed):


Marcia Claire Doherty


Director/Secretary (signature):
Sydney Christian Life Centre Limited
George Aghajanian
Full Name (printed):

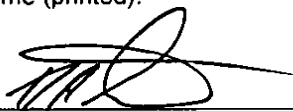
- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of:
 - (i) any blockage of or surcharge or backflow from Council's drainage system;
 - (ii) the connection to Council's drainage system;
 - (iii) the construction of the private connection beneath the footway or its presence in the public way;
 - (iv) the relocation of the gully pit;
 - (v) any costs and expenses of disconnection under paragraph (c);to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened;
- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.



Witness (signature):

~~RUTH TANNER~~ HEATHER TURNER

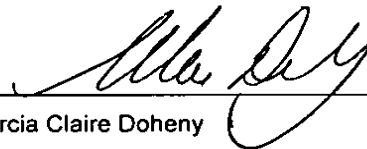
Full Name (printed):



Director (signature):
Sydney Christian Life Centre Limited

Phillip DENTON

Full Name (printed):



Marcia Claire Doheny



Director/Secretary (signature):
Sydney Christian Life Centre Limited

GEORGE AGHAJANIAN

Full Name (printed):

ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOTS 415 AND 416 IN DEPOSITED PLAN 7534, LOTS 449 AND 450 IN DEPOSITED PLAN 7534, AUTO CONSOL 2788-147, AUTO CONSOL 2974-38 AND AUTO CONSOL 3156-235 BETWEEN SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN: 002 637 069) AND COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

DATED _____ day of _____ 2013

The Lessee, Ausgrid, under Lease No. 5407129 and 5352449 and Q581821 agrees to be bound by this covenant.

I certify that the lessee, who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

FOR CONSENT OF LESSEE AUSGRID
SEE LETTERS FROM SOLICITORS

~~Witness (signature):~~

~~Lessee (signature):~~

FOR AUSGRID

~~Full Name of Witness (printed):~~

~~Full Name of Lessee (printed):~~

~~Position:~~

~~Address of Witness:~~



15A

THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH SYDNEY CHRISTIAN LIFE CENTRE LIMITED ACN 002 637 069 AS REGISTERED PROPRIETOR AND COUNCIL OF THE CITY OF SYDNEY AS PRESCRIBED AUTHORITY DATED

Torrent Title: 415/7534, 450/7534, 416/7534, 499/7534, Auto Consol 3156-235 (comprising Lots 413-414 and 451-452 in DP 7534), Auto Consol 2788-147 (comprising Lots 411 and 454-455 in DP 7534, Auto Consol 2974-38 (comprising Lots 412 and 453 in DP 7534)

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AC486958 and AH426673 hereby consents to the within Positive Covenant but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at SYDNEY this 2nd day of August 2013

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 2 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)

Evan Tang

Witness Signature

EVAN TANG

Print Name

Calvin Lam

Attorney Signature

CALVIN LAM

Print Name

255 GEORGE ST SYDNEY

ADDRESS OF WITNESS

ANNEXURE "B"

Bartier Perry Pty Ltd
10 / 77 Castlereagh Street
Sydney NSW 2000
www.bartier.com.au

DX 109 Sydney
PO Box 2631
Sydney NSW 2001

Tel +61 2 8281 7800
Fax +61 2 8281 7838
ABN 30 124 690 053

**Bartier
Perry**

Registrar General
Land & Property Information
Queens Square
SYDNEY NSW 2000

5 August 2013

Our ref PVC:133344

Dear Registrar General

Ausgrid Leases of Substation Premises from Sydney Christian Life Centre Limited at Rothschild Avenue, Rosebery

We act for Ausgrid which is in occupation of part of the subject property pursuant to registered Leases 5407129, 5352449 & Q581821 which expire 31 May 2047, 31 January 2048 & 17 February 2027 respectively.

We are instructed to consent to registration of a Positive Covenant between Sydney Christian Life Centre Limited as Registered Proprietor and Council of the City of Sydney as Prescribed Authority.

This consent shall not affect the rights claimed under the Leases nor shall it affect the right for the Leases to remain recorded on title.

If you require any additional information, please let us know.

Yours faithfully
Bartier Perry



Peter Cahill | Executive Lawyer
D 8281 7872 F 8281 7888 M 0412 839 195
pcahill@bartier.com.au

copy to Glenn Elmore - Ausgrid (TBA)

Form: 13RPA
Release: 3-0

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AH984669R

Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE**

415/7534	450/7534	AUTO CONSOL 3156-235	AUTO CONSOL 2974-38
416/7534	449/7534	AUTO CONSOL 2788-147	

(B) **LODGED BY**

Document Collection Box 112M	Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P	CODE RV
	Reference: S102604 - J Maddox	

(C) **REGISTERED PROPRIETOR**

Of the above land
SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN: 002 637 069)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AH426673 & ACH86958	NATIONAL AUSTRALIA BANK
Lease	Refer to Annexure "A"	AUSGRID

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
COUNCIL OF THE CITY OF SYDNEY

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
DATE 26 August 2013

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

Signature of witness: [Signature]
Name of witness: HEATHER TURNER
Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer: [Signature]
Name of authorised officer: Marcia Claire Doheny
Position of authorised officer: Power of Attorney
Book 4572 Reg No. 994

ON BEHALF OF CITY OF SYDNEY COUNCIL

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

Corporation: Sydney Christian Life Centre Limited (ACN: 002 637 069)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]
Name of authorised person: GRANT THOMSON
Office held: Director

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

(H) The mortgagee under mortgage No. AH426673 & ACH86958 agrees to be bound by this restriction. I certify that the mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: _____
Name of witness: _____
Address of witness: _____

Signature of mortgagee: SEE ANNEXURE FOR
Name (Printed): EXECUTION BY MORTGAGEE
Position: _____

CT PROD - 45A
0231237
19/7/2013
1111

ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY ON LOT 454 DP 7534, LOT 450 DP 7534, LOT 451 DP 7534, LOT 414 DP 7534, LOT 452 DP 7534, LOT 413 DP 7534, LOT 449 DP 7534, LOT 416 DP 7534, LOT 415 DP 7534, LOT 453 DP 7534, LOT 412 DP 7534, LOT 411 DP 7534, LOT 455 DP 7534 BETWEEN COUNCIL OF THE CITY OF SYDNEY AND SYDNEY CHRISTIAN LIFE CENTRE LIMITED.

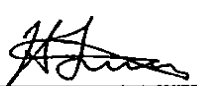
DATED: 26th day of AUGUST 2013

RESTRICTION ON RESIDENTIAL ACCOMMODATION


The residential apartments within or forming part of the building which is constructed pursuant to the Consent will not be used or occupied except for the sole purpose of residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

"Consent" means the consent granted to Development Application D/2012/659 in accordance with the Environmental Planning and Assessment Act 1979;


"Residential Accommodation" means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.




Witness: HEATHER TURNER
Name (printed):



Marcia Claire Doherty



Director (signature):
Name (printed): GRANT THOMSON



Director/Secretary (signature):
Name (printed): GEORGE AGHAJANIAN

The Lessee, Ausgrid, under Lease No. 5407129 and 5352449 and Q581821 agrees to be bound by this restriction.
SEE LETTER FROM SOLICITORS FOR AUSGRID ANNEXED
I certify that the lessee, who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____
Name of witness: _____
Address of witness: _____

Signature of Lessee: _____

Name (printed): _____
Position: _____



THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY WITH SYDNEY CHRISTIAN LIFE CENTRE LIMITED ACN 002 637 069 AS REGISTERED PROPRIETOR AND COUNCIL OF THE CITY OF SYDNEY AS PRESCRIBED AUTHORITY

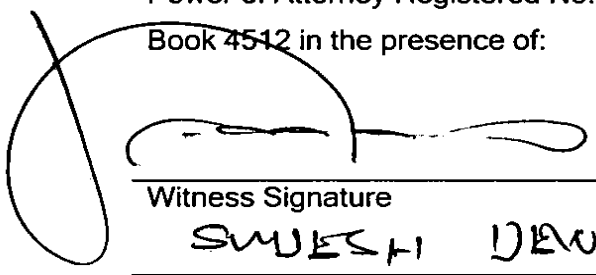
DATED

Torrens Title: 415/7534, 416/7534, 449/7534, 450/7534, AUTO CONSOLS 3156-235, 2788-147 and 2974-38

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AC486958 AND AH426673 hereby consents to the within **Restriction on the Use of Land by a Prescribed Authority** but without prejudice to and reserving all its rights powers and remedies under its Security.

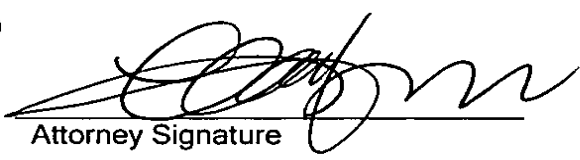
DATED at *Sydney* this *16th* day of *July* 2013

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 2 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)



Witness Signature
SURESH DEWAN

Print Name



Attorney Signature
CALVIN LAM

Print Name

255 GEORGE ST, SYDNEY
ADDRESS OF WITNESS

Bartier Perry Pty Ltd
10 / 77 Castlereagh Street
Sydney NSW 2000
www.bartier.com.au

DX 109 Sydney
PO Box 2631
Sydney NSW 2001

Tel +61 2 8281 7800
Fax +61 2 8281 7838
ABN 30 124 690 053

**Bartier
Perry**

Registrar General
Land & Property Information
Queens Square
SYDNEY NSW 2000

5 August 2013

Our ref PVC:133344

Dear Registrar General

Ausgrid Leases of Substation Premises from Sydney Christian Life Centre Limited at Rothschild Avenue, Rosebery

We act for Ausgrid which is in occupation of part of the subject property pursuant to registered Leases 5407129, 5352449 & Q581821 which expire 31 May 2047, 31 January 2048 & 17 February 2027 respectively.

We are instructed to consent to registration of a Restriction on the Use of Land by a Prescribed Authority between Sydney Christian Life Centre Limited as Registered Proprietor and Council of the City of Sydney as Prescribed Authority.

This consent shall not affect the rights claimed under the Leases nor shall it affect the right for the Leases to remain recorded on title.

If you require any additional information, please let us know.

Yours faithfully
Bartier Perry



Peter Cahill | Executive Lawyer
D 8281 7872 F 8281 7888 M 0412 839 195
pcahill@bartier.com.au

copy to Glenn Elmore - Ausgrid (TBA)



Form: 11R
Release: 4-1

REQUEST
New South Wales
Real Property Act 1900

AI5408M

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) STAMP DUTY	If applicable. Office of State Revenue use only	
(B) TORRENS TITLE	Auto Consols:2788-147,2974-38,3156-235 & Folios:415-416 & 449-450/7534	
(C) REGISTERED DEALING	Number	Torrens Title
(D) LODGED BY	Document Collection Box 112m	Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9584 Reference: S105791 - A Singh
		CODE R
(E) APPLICANT	COUNCIL OF THE CITY OF SYDNEY	
(F) NATURE OF REQUEST	Registration of Planning Agreement pursuant to s93H Environmental Planning and Assessment Act 1979	
(G) TEXT OF REQUEST	<p>Attached to this Request and marked "A" is the original Planning Agreement the subject of this Request.</p> <p>Attached to this Request pursuant to s93H(1) (a) Environmental Planning and Assessment Act 1979 are the consents of those with an interest in the land, to the Planning Agreement being registered under the Real Property Act 1900.</p>	

DATE 4 SEPTEMBER 2013

(H) I certify that I am an eligible witness and that the applicant's attorney signed this dealing in my presence. [See note* below].
Certified correct for the purposes of the Real Property Act 1900 by the applicant's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:
Name of witness: HEATHER TURNER
Address of witness: 456 Kent Street
SYDNEY NSW 2000


Signature of attorney:
Attorney's name: Marcia Claire Doheny
Signing on behalf of: Council of the City of
Power of attorney-Book: 4572
-No.: 994
SYDNEY

(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 cNOS ID No. Full name: Signature:

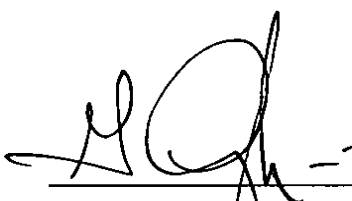
* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

The following 42 pages are Annexure marked "A" referred to in the TEXT OF
REQUEST of the REQUEST to the Registration of the Planning Agreement pursuant to
s93H *Environmental Planning and Assessment Act 1979*

APPROVED FOR REGISTRATION BY)
SYDNEY CHRISTIAN LIFE CENTRE)
LIMITED (ACN: 002 637 069) in)
accordance with the provisions of section)
127 of the Corporations Act 2001 in the)
presence of:



DIRECTOR
PHILLIP BRADLEY DENTON



GEORGE GREGORY AGHAJANIAN
Director/Secretary



THIS IS AN ANNEXURE TO REQUEST WITH THE COUNCIL OF THE CITY OF SYDNEY AS APPLICANTS

DATED:

Torrens Title: Auto Consols 2788-147, 2974-38, 3156-235, & Folios: 415-416 & 449-450/7534

NATURE OF REQUEST: Registration of Planning Agreement pursuant to s93H Environmental Planning and Assessment Act 1979

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AC486958 and AH426673 hereby consents to the within Request but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at SYDNEY this 9th day of AUGUST 2013

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 2 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)

Witness Signature

EVAN TANG

Print Name

Attorney Signature

CALVIN LAM

Print Name



PLANNING AGREEMENT

COUNCIL OF THE CITY OF SYDNEY

and

SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN 002 637 069)

PROPERTY: 26-56 ROTHSCHILDS AVENUE, ROSEBERY

Council of the City of Sydney

Town Hall House
456 Kent Street
SYDNEY NSW 2000

Reference: (AS- File No S102924)

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The Council of the City of Sydney

All rights reserved. No part of this work shall be reproduced, translated, modified, reduced, transmitted or stored in any form or by any means without prior permission of the Council of the City of Sydney.

Witness: HEATHER TURNER

Name (printed):

Signature:

Name (printed):

Marcia Claire Doheny

Signature:

Name (printed):

Page 4 of 45

[Signature]
Director

[Signature]
Director

CONTENTS

Clause		Page No
1	PLANNING AGREEMENT UNDER THE ACT	7
2	SCOPE AND APPLICATION OF THIS AGREEMENT	7
3	OPERATION OF THIS AGREEMENT	9
4	DEFINITIONS AND INTERPRETATION	9
	4.1 Definitions	9
	4.2 Interpretation	11
5	PAYMENT OF MONETARY CONTRIBUTION	12
6	DEDICATED LAND	12
	6.1 Dedication of Land	12
	6.2 Compliance with Approvals	13
	6.3 Directions by the Council	13
7	APPROVAL OF DEVELOPER'S WORKS	14
8	DESIGN OF THE DEVELOPER'S WORKS	15
9	CONSTRUCTION OF DEVELOPER'S WORKS	15
10	DEFECTS LIABILITY PERIOD	19
11	SECURITY	19
12	EXPENDITURE BY THE COUNCIL	22
13	REGISTRATION OF THIS AGREEMENT	22
	13.1 Registration of Agreement	22
	13.2 Caveat	23
	13.3 Removal of Agreement	23
14	DISPUTE RESOLUTION	23
	14.1 Reference to Dispute	23
	14.2 Notice of Dispute	23
	14.3 Principals of Parties to Meet	24
	14.4 Neither Party May Constrain	24
15	NOTICES	24
	15.1 Service of Notice	24
	15.2 Change of Address	25
	15.3 Time of Service of Notice	25
	15.4 Service After Hours, on Weekends and Holidays	25
16	APPROVALS AND CONSENT	25
17	ASSIGNMENT AND DEALINGS	25
18	COSTS	26

18.1	Legal and Administrative Costs	26
18.2	Stamp Duty	26
19	ENTIRE AGREEMENT	26
20	FURTHER ACTS	26
21	GOVERNING LAW AND JURISDICTION	26
22	JOINT AND SEVERAL LIABILITY	26
23	NO FETTER	26
24	REPRESENTATIONS AND WARRANTIES	26
25	SEVERABILITY	27
26	MODIFICATION	27
27	WAIVER	27
28	GST	27
	SCHEDULE 1	29
	SCHEDULE 2	31
	SCHEDULE 3	33
	SCHEDULE 4	40
	SCHEDULE 5	43
	SCHEDULE 6	44
	EXECUTION	45

PLANNING AGREEMENT

Dated 4th day of SEPTEMBER 2013

PARTIES

1. **COUNCIL OF THE CITY OF SYDNEY** of 456 Kent Street, Sydney, New South Wales (**Council**); and
2. **SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN 002 637 069)** of Hillsong Church, Norwest Business Park, 1-5 Solent Circuit, Baulkham Hills, New South Wales (**Developer**).

BACKGROUND

- A. The Developer is the owner of the Land.
- B. On 22 November, 2012, the Developer lodged (or authorised to be lodged, as the case may be) the Development Application with the Council.
- C. On 8 May, 2012, the Developer lodged (or authorised to be lodged, as the case may be) the Second Development Application with the Council.
- D. This Deed constitutes an agreement between the Developer and the Council that the Developer will dedicate the Dedicated Land to Council in lieu of contributions payable under the Act on the terms and conditions of this Deed in relation to the Development.

OPERATIVE PROVISIONS

1 PLANNING AGREEMENT UNDER THE ACT

The parties agree that this Agreement is a Planning Agreement governed by Part 4 of the Act.

2 SCOPE AND APPLICATION OF THIS AGREEMENT

- 2.1 This Agreement binds the parties and applies to the Development that is proposed to be provided on the Land.
- 2.2 This Agreement does not include mechanisms for the payment of, and does not exclude the Developer's obligations to pay monies under:
 - (a) Section 61 of the City of Sydney Act 1988;
 - (b) Affordable Housing Levy;

- (c) Section 94EF of the Act; or
 - (d) Subject to clause 2.3, any other statute or instrument that may apply to the land or to the Development Application.
- 2.3 For the purposes of Section 93F(5) of the Act, the parties expressly agree that this Planning Agreement excludes the operation of Section 94 of the Act in relation to the Development but only to the extent as set out in clauses 2.4 and 2.5.
- 2.4 The Developer's obligation to pay monies under Section 94 of the Act in relation to the Development, are only to be offset to the extent of the Agreed Value in accordance with clause 2.5 (b), (c) and (d).
- 2.5
- (a) The amount set out in item 5.1 of Schedule 1 (being 14.4% of the Agreed Value) is offset only once in respect of the additional floor space appurtenant to the Development approved by the approval of the Development Application which amount represents a contribution calculated in accordance with the South Sydney Guide to the Bonus Floor Space System in respect of 1,674sqm of bonus gross floor area of the Development of which 1% is retail gross floor area and 99% is residential gross floor area.
 - (b) The amount set out in item 5.2 of Schedule 1 (being 40.1% of the Agreed Value) shall be offset only once against contributions otherwise applicable under s 94 of the Act in respect of the development the subject of the Second Development Application.
 - (c) The amount set out in item 5.3 of Schedule 1 (being 45.5% of the Agreed Value) shall be offset only once against contributions otherwise applicable under s 94 of the Act in respect of the development the subject of the Future Further Stage 2 Development Application. It is expressly agreed between the parties that if the contributions otherwise applicable under s 94 of the Act for the Future Further Stage 2 Development Application is a sum that is not equal to the amount set out in item 5.3 of Schedule 1, then the following provisions shall apply:
 - (i) if the contributions otherwise applicable under s 94 of the Act for the Future Further Stage 2 Development Application are less than the amount set out in item 5.3 of Schedule 1, then that lesser amount shall be offset and no further credit shall stand in favour of the Developer;

- (ii) if the contributions otherwise applicable under s 94 of the Act for the Future Further Stage 2 Development Application are more than the amount set out in item 5.3 of Schedule 1, then the amount shall be offset only once against contributions otherwise applicable under s 94 of the Act in respect of that development .

3 OPERATION OF THIS AGREEMENT

This Agreement takes effect on the date of this Agreement after execution by both parties.

4 DEFINITIONS AND INTERPRETATION

4.1 Definitions

In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under that Act.

Agreed Value means the amount set out in item 5 of Schedule 1 being the amount agreed between the parties as the value of the Dedicated Land.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required by law for the provision of the Developer's Contribution or the Development generally and includes a Development Consent or other approval under the EP&A Act (or modification thereof).

Completion means the stage in the construction of the Developer's Works when, in the reasonable discretion of the Council's Representative and notified under clause 9.5, the Developer's Works are complete except for minor omissions and minor defects which are non-essential and:

- (a) which do not prevent the Developer's Works from being reasonably capable of being used for their intended purposes;
- (b) which the Council determines, acting reasonably, the Developer has reasonable grounds for not promptly rectifying; and
- (c) the rectification of which will not reasonably prejudice the convenient use of the Developer's Works.

Construction Certificate has the same meaning as in the Act.

Council's Representative means the person specified in Item 2 of Schedule 1 who is duly authorised to give approval under this Agreement or such other person as may be nominated by the person occupying the role of General Manager of the Council from time to time.

Dealing means selling, transferring, assigning, mortgaging, charging, or otherwise encumbering the Land.

Dedicated Land means the land specified in Item 6 of Schedule 1 and any embellishment of those lands.

Defects Liability Period means 6 months from the date of Completion.

Development means the proposals of the general nature set out in Items 4, 4.1 and 4.2 of Schedule 1 to be completed by the Developer in accordance with their respective Development Consents.

Development Application means the development application identified in Item 4 of Schedule 1 and includes all plans, reports models, photomontages, material boards (as amended or supplemented) submitted to the Council before the determination of that Development Application.

Development Consent means the consents granted by the Council to the Development Application, the Second Development Application and the Future Further Stage 2 Development Application (as the case may be) for the Development identified in Items 4, 4.1 and 4.2 of Schedule 1 and includes all modifications made under section 96 of the Act.

Developer's Contribution means the sum of the value of any monetary contribution, the Dedicated Land or other Public Benefits and any combination of a monetary contribution, Dedicated Land or any other Public Benefits identified in this Agreement.

Developer's Works means the works identified in Schedule 3, as refined and developed in accordance with this Agreement.

Encumbered Land means the land specified in Item 7 of Schedule 1 affected by the Public Space Instrument.

Future Further Stage 2 Development Application means the development application identified in Item 4.2 of Schedule 1 and includes all plans, reports, models, photomontages, material boards (as amended or supplemented) submitted to the Council before the determination of that Future Further Stage 2 Development Application.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Guarantees means unconditional bank guarantees, unlimited in time, issued by a bank licensed to carry on business in Australia that:

- (a) are in favour of the Council;
- (b) are for the Guarantee Amounts; and

- (c) on such other terms and conditions the Council may approve from time to time.

Guarantee Amounts means the amounts specified in Item 9 of Schedule 1 as varied from time to time in accordance with this Agreement.

Land means the land identified in Item 3 of Schedule 1.

Party means a party to this agreement, and includes their successors and assigns.

Public Benefits means the public benefits identified in Item 8 of Schedule 1 which are to be provided by the Developer.

Permitted Encumbrances means each of:

- (a) easements benefitting statutory authorities, encroachments authorised by Approvals and environmental management requirements;
- (b) any of the following:
- (i) an encumbrance (other than a mortgage, charge, pledge, lien, security interest, title retention, contractual right of set-off, or any other security agreement or arrangement in favour of any person); and
 - (ii) such other agreement or arrangement,

which the Council (acting reasonably) agrees in writing are permitted encumbrances.

Second Development Application means the development application identified in Item 4.1 of Schedule 1 and includes all plans, reports, models, photomontages, material boards (as amended or supplemented) submitted to the Council before the determination of that Second Development Application.

Subdivision Certificate has the same meaning as in the Act.

4.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) a reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

- (c) a reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) a reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (f) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular.
- (g) references to the word 'include' or 'including' are to be construed without limitation.
- (h) reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (i) any schedules and attachments form part of this Agreement.
- (j) a word defined in the Act has the same meaning in this Agreement.

5 PAYMENT OF MONETARY CONTRIBUTION

Intentionally not used.

6 DEDICATED LAND

6.1 Dedication of Land

- (a) The Developer must, at no cost to the Council, carry out all steps required to dedicate the Dedicated Land to the Council free of any encumbrances other than Permitted Encumbrances (including making any necessary subdivision application if that is required under a Development Consent).
- (b) The dedication of the part of the Dedicated Land comprising the Public Park must occur after Completion, but before the grant of the first Occupation Certificate for any building within the Development.
- (c) The dedication of the part of the Dedicated Land comprising the New Street must occur after Completion, but before the earlier of the grant of the first Occupation Certificate for any building the subject of a Development Consent for development proposed by the Future Further Stage 2 Development Application and **36 months** after the date of issue of the first construction certificate for development authorised

by the Development Consent to the Second Development Application

- (d) The Developer agrees that prior to dedicating the Dedicated Land to Council, it will at its cost and risk:
 - (i) remediate the Dedicated Land as required under the relevant statutory requirements; and
 - (ii) submit to Council for its approval, a site audit statement from a site auditor that states that the remediation of the Dedicated Land has occurred and that the Dedicated Land is suitable to be used for the purpose of a public street and a park, respectively.

6.2 Compliance with Approvals

Prior to dedicating the Dedicated Land to Council, the Developer must, at its cost, ensure that all relevant conditions of any Approvals relating to the Dedicated Land have been satisfied.

6.3 Directions by the Council

The Developer must comply with any reasonable directions by the Council in respect of the dedication of the Dedicated Land to the Council.

6.4 Acquisition

- (a) If the Developer does not transfer or grant to the Council the interests in land as required by this Agreement (including the transfer of the Dedicated Land to Council), the Developer confers on Council an irrevocable option to purchase the Dedicated Land and any interests for the amount of \$1.00.
- (b) Except as otherwise agreed between the Developer and the Council, the Developer must ensure that the Dedicated Land is free of all Encumbrances (other than Permitted Encumbrances) and affectations (including any charge or liability for rates, taxes and charges), on the date that the Developer is liable to transfer the Dedicated Land to the Council in accordance with clause 6.1 of this Agreement.
- (c) The Developer indemnifies and keeps indemnified the Council against all claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant interest in land under clause 6.4 of this Agreement except to the extent caused by any negligent act or omission of the Council.
- (d) The Developer must pay the Council, promptly on demand, an amount equivalent to all reasonable costs incurred by the Council acquiring the whole or any part of the relevant interest

in land where the Developer is in breach of clauses 6.1, 6.2, 6.3 and 6.4 of this Agreement.

7 APPROVAL OF DEVELOPER'S WORKS

7.1 Definition of Scope of Works

The parties agree that the works described in Schedule 3 comprise the Developer's Works for the purposes of this Agreement. The parties acknowledge and agree that further design detail and refinement are/may be necessary, having regard to the following:

- (a) the extent to which the design of any part of the Developer's Works has been completed to the reasonable satisfaction of Council (in its capacity as a party to this deed and not as consent authority) at the date of execution of this Agreement;
- (b) conditions reasonably affecting the Developer's Works which were not reasonably capable of identification on or before the date of this Agreement;
- (c) the extent of any design refinement identified in Schedule 4;
- (d) to take into account a modification to a Development Consent made and approved under s.96 of the Act or any other development consent granted in respect of the Developer's Works; and
- (e) to accommodate the policies, procedures and standards identified in Schedules 2 or 4 in accordance with the reasonable requirements of the Council.

7.2 Developer to Prepare and Submit

The Developer must promptly (and in any event within 6 months of the date of this Agreement, or such later time as the parties may agree) prepare the a detailed description, including, design drawings, for the Developer's Works, and submit it to Council's Representative for approval, such approval not to be unreasonably withheld.

7.3 Notice of Plans

The Council will promptly (and in any event within 40 days of submission) give the Developer notice whether or not the design drawings and description of the Developer's Works prepared under clause 7.2 is satisfactory. If the design or description is not satisfactory, then Council will identify the further information, or modifications, (as the case may be) which are required. The Developer must promptly amend the proposed design to take into account the comments made by the Council under this clause. However, the Developer is not required to amend the proposed design if the cost of the modifications required by the Council would exceed the expected cost of the Developer's Scope of Works as described in Schedule 3.

7.4 Developer Does Not Prepare

If the Developer:

- (a) does not prepare plans in accordance with clause 7.2; or
- (b) does not within 3 months of the issue of those comments under clause 7.3, amend the plans to take into account the comments made by Council

then the Council may subject to clause 11.4, make an appropriation from the Guarantee for the purposes of carrying out works of the kind contemplated by this Agreement and generally identified in Schedule 3 provided that the non-compliance has not been rectified prior to the expiry of the notice period specified in clause 11.4.

7.5 Value of Proposed Developer's Works

The Developer is not entitled to change or reduce the scope of the Developer's Work by reason only that the costs incurred are greater than estimated under this clause or greater than the amount identified in schedule

8. DESIGN OF THE DEVELOPER'S WORKS

8.1 Preparation of The Plans And Specifications

The Developer must complete construction drawings in accordance with the design developed and approved by Council under clause 7.

8.2 Approval or Variation By The Council

The Council may by written notice to the Developer approve, vary or direct the Developer to vary the construction design drawings for the Developer's Works so as to reflect the documents or standards (as the case may be) set out in Schedule 4.

8.3 Directions by the Council

The Developer must comply with any reasonable direction given by the Council under the preceding sub-clause in respect of the design and implementation of the Developer's Works.

9 CONSTRUCTION OF DEVELOPER'S WORKS

9.1 Insurance

The Developer must:

- (a) maintain Broadform public liability insurance, with an insurer approved by the Council, noting the Council as principal with a cross liability clause, for an amount not less than the amount stated in Item 10 of Schedule 1 covering all aspects and staging of the Developer's Works and submit a copy of the certificate of

insurance to the Council prior to the commencement of the construction of the Developer's Works and when otherwise required by the Council;

- (b) maintain all other necessary insurance policies in respect of the Developer's Works including, but not limited to, insurance of the Developer's Works and insurance against death or injury to persons employed in relation to the undertaking of the Developer's Works, and any other insurances required at law; and
- (c) maintain the insurances in clauses 9.1(a) and 9.1(b) until the expiration of the Defects Liability Period.

9.2 Approvals and Consents

- (a) The Developer must (at its cost) obtain all relevant approvals and consents for the Developer's Works whether from the Council or any other relevant government agency, including any necessary road opening permit.
- (b) Before commencing the Developer's Works, the Developer must give to the Council copies of all approvals and consents for the Developer's Works.

9.3 Construction Work

The Developer must (at its cost):

- (a) carry out and complete the Developer's Works in accordance with the all approvals and consents relating to the Developer's Works (including the approval by Council of plans and any other information submitted under this Agreement); and
- (b) ensure that all Developer's Works are constructed in a good and workmanlike manner in accordance with the plans approved under this Agreement so that they are structurally sound, fit for purpose, and suitable for their intended use; and
- (c) promptly advise the Council's Representative of any significant delays which it experiences in completing the Developer's Works; and
- (d) comply with any reasonable directions from the Council in respect of the construction of the Developer's Works.

The Developer expressly acknowledges and agrees that the estimated costs of the work and work value set out in Schedule 3 are estimates only. The Developer is not entitled to reduce the Developer's Works by reason only that the costs actually incurred are greater than those anticipated and set out in Schedule 3.

9.4 **Inspection of Works**

The Council as a party to this Deed and not as an authority may (but is not obliged) at reasonable times and on reasonable notice inspect the Developer's Works during the course of construction. The Council will promptly in good faith inform the Developer's representative, in writing, of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of such inspection. The parties expressly agree that any failure to identify a defect, error and omission, will not be construed as amounting to an acceptance by the Council of that defect, error or omission.

9.5 **Works Completion**

When, in the opinion of the Developer, the Developer's Works have reached completion, the Developer must notify the Council's Representative in writing, and must include in that notice:

- (a) a statement from the person with direct responsibility carriage and supervision of that work that in their opinion the Developer's Works have reached completion; and
- (b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the ongoing nature of the work; and
- (c) at least three (3) sets of the "as built" drawings of the Developer's Work, including one set in electronic format.

9.6 **Final Inspection by Council**

The Council's representative must inspect the Developer's Works within seven (7) days and must by written notice to the Developer issued within seven (7) days thereafter:

- (a) concur that Completion has been achieved; or
- (b) disagree that Completion has been achieved and (if the Council's representative so disagrees) identify the errors or omissions which have been identified and which in the opinion of the Council's representatives prevent Completion; or
- (c) issue a notice of the nature identified in clause 9.8.

Nothing in this clause 9.6, or in any notice issued under this clause 9.6, will be construed to reduce or waive in any manner the Developer's responsibility to correct minor defects or minor omissions, whether or not these are identified by Council.

9.7 **Date of Completion Of Developer's Works**

The Developer must ensure that the Developer's Works reach Completion on or before the date on which an Occupation Certificate

is issued in respect of any part of the buildings the subject of the Development Consent.

9.8 Non-Completion Of Developer's Works

- (a) The Council may, at the Developer's request, permit the Developer not to complete the Developer's Works (or part of them) by issuing a notice in writing to the Developer, expressly stating that completion of the items identified in that notice is not required in fulfilment of this Agreement.
- (b) If the Council permits the Developer not to complete the Developer's Works (or any part of them), the Council may make an appropriation from the Guarantee in such amount as the Council considers to be reasonably necessary in order to complete the Developer's Works. The Developer will make no objection to any such appropriation by the Council.
- (c) If the Developer fails to complete the whole of the Developer's Works in the form and to the standards required under the Development Consent or this Agreement, then Council in its discretion may either:
 - (i) complete the Developer's Works; or
 - (ii) modify the Public Benefits to reasonably achieve the objectives identified in this Agreement or the Development Consent

and may recover all costs of and reasonably incurred incidental to that work from the Developer. The Council may apply the monies secured from the Guarantees and (to the extent that expenditure exceeds the amount secured) recover any shortfall from the Developer as a debt due and owing.

9.9 Indemnity by the Developer

The Developer indemnifies and releases the Council against all damage, expense, loss or liability of any nature suffered or incurred by the Council to the extent caused by any act or omission by the Developer (or any person engaged by it, including the Contractor) in connection with the performance of the Developer's Works.

10 DEFECTS LIABILITY PERIOD

10.1 Defects in the Developer's Works

If the Council notifies the Developer of a defect in the Developer's Works within the Defects Liability Period, then the Developer must remedy that defect to the reasonable satisfaction of the Council's Representative, within a reasonable period (having regard to the nature of the defect).

10.2 Security for Defects Liability Period

Until the expiration of the Defects Liability Period, the Council may retain from the Guarantees an amount equal to 10% of the agreed value of the Developer's Works as security for the performance by the Developer of its obligations under this clause 10.

10.3 Application of Security

If the Developer does not rectify any defect in the Developer's Works duly notified under clause 10.1, then the Council may

- (a) rectify the defect in the Developer's Works, including any omission;
- (b) make an appropriation from the Guarantees for the costs of and arising from the rectification; and
- (c) to the extent that the costs exceed the Guarantees held, recover the costs from the Developer as a debt due and owing.

11 SECURITY

11.1 Provision of Security

The Developer must, provide the Guarantees to the Council upon execution of this Agreement.

11.2 Release of The Guarantee

- (a) The Developer may by notice to the Council, upon Completion of the New Street or the Public Park, request a partial release of the Guarantee relating to the New Street or the Public Park as the case may be. Any such request must be in writing.
- (b) The Council may consent to a partial release of the Guarantee upon receiving a request pursuant to paragraph (a) .

11.3 Rights and Remedies Of The Council

- (a) The Developer expressly acknowledges and agrees that the Council may make an appropriation from the Guarantees in such amount as the Council thinks fit if:

- (i) the Developer's Works are not resolved within 12 months of the date of issue of the construction certificate in respect of the development authorised by the Development Consent to the Second Development Application;
 - (ii) the Developer does not submit the construction design for the Developer's Works to Council's Representative within 6 months of the date on which the Second Development Application is determined;
 - (iii) the Public Park portion of the Developer's Works do not reach Completion within **24 months** of the date of issue of the construction certificate in respect of the development authorised by the Development Consent to the Second Development Application;
 - (iv) the New Street portion of the Developer's Works do not reach Completion within **36 months** of the date of issue of the construction certificate in respect of the development authorised by the Development Consent to the Second Development Application; or
 - (v) the Council in exercising its powers under this Agreement in respect of a breach of this Agreement by the Developer incurs expense or liability.
- (b) The amount appropriated by the Council under paragraph (a) must be no more than is necessary to meet the costs and expenses incurred by Council in respect of, and must be applied towards:
- (i) rectifying the relevant default by the Developer under this Agreement;
 - (ii) carrying out the Developer's Works where the works do not reach Completion by the time required or are otherwise carried out in breach of this Agreement.

11.4 **Right To Claim Not Affected**

The Developer acknowledges and agrees that:

- (a) the Council may make an appropriation, under the Guarantees without reference to the Developer provided that:
 - (i) the Council has first given fourteen (14) days prior written notice to the Developer of its intention to do so and of the basis for doing so by reference to the terms of this Agreement including identifying any alleged non-compliance; and

(iii) the Developer has not rectified the non-compliance identified in the Council's notice to the Council's reasonable satisfaction before that period, or such further period as may be agreed (which agreement the Council shall not unreasonably withhold), has expired.

b) the rights of the Council under this Agreement do not derogate from any other rights at law or in equity in relation to any default by the Developer.

11.5 Adjustment Of Guarantee Amount

(a) On each anniversary of the date of this Agreement ("adjustment date") the Guarantee Amount is adjusted to a revised amount derived by applying the following formula:

$$RGA = \frac{GA \times A}{B}$$

where:

RGA is the revised guarantee amount applicable from the relevant adjustment date;

GA is the Guarantee Amounts that are current on the relevant adjustment date;

A is the index number for the Consumer Price Index: All Groups Index for Sydney available from the Australian Bureau of Statistics and published immediately before the relevant adjustment date;

B is the index number for the Consumer Price Index: All Groups Index for Sydney available from the Australian Bureau of Statistics and published immediately before the later of the date of this Agreement (in the case of the first adjustment of the guarantee) and, (in the case of subsequent adjustments), the immediately preceding adjustment date.

(b) The Council may give the Developer written notice of the revised guarantee amount to apply from the relevant adjustment date. If the Council does not do so, then the existing Guarantees will be retained.

(c) The Developer must give the Council a replacement or further Guarantees so that the Council holds Guarantees for an amount equal to the revised guarantee amount no later than 14 days after receipt of a notice given under paragraph (b).

11.6 Release Of Security

If upon the expiration of the Defects Liability Period or earlier termination of this Agreement:

- (a) the whole of the monies secured by the Guarantee have not been expended, and the monies accounted for in accordance with clause 11.2 and 11.3; and
- (b) the Council's Representative (acting reasonably) is satisfied that there are no actual or contingent liabilities of the Council arising as a result of the performance of any Developer's Works,

then the Council will promptly return the Guarantee, or the remainder of the monies secured under that Guarantee (as the case may be), to the Developer or as the Developer directs.

12 EXPENDITURE BY THE COUNCIL

12.1 Expenditure by the Council

If the Council carries out the Developer's Works under sub-clause 11.3, 9.8 or 7.4 then the Council:

- (a) is not required to expend more money than is secured by the Guarantee. The Council may in its discretion elect not to carry out items of Developer's Works, to ensure that the Developer's Works can be achieved for an amount equal to, or less than, the amount secured by the Guarantee at that time; or
- (b) may expend more money than is secured by the Guarantee in order to deliver the Developer's Works.

12.2 Debt Due And Owing To the Council

If Council expends more money than is secured by the Guarantee in either carrying out, or in rectifying the Developer's Works, (whether that expenditure is incurred under sub-clause 12.1; 10.3 or any other provision of this Agreement), then the amount in excess of the Guarantee will be deemed to be a debt immediately due and owing to the Council by the Developer.

13 REGISTRATION OF THIS AGREEMENT

13.1 Registration of Agreement

- (A) The Developer must promptly:
 - (a) obtain all consents to the registration of this Agreement on the title to the Land as are necessary and in particular the consent of any mortgagee or caveator registered on the certificate of title to the Land;
 - (b) thereafter produce to the Council with the Agreement executed by the Developer a production

slip as evidence that the certificate of title has been lodged with Land and Property Information for the purpose of registration of the Agreement by the Council.

- (B) The Council will notify the Developer after registration of the Agreement by the Council at Land and Property Information and forward the Developer's copy of the Agreement to it.

13.2 **Caveat**

Without limiting any other provision of this Agreement, until such time as the registration of this Agreement is completed, the Developer will not object to the Council registering a caveat over the Land precluding any Dealing which is not consistent with this Agreement.

13.3 **Removal of Agreement**

After the whole of the Developer's Contribution has been Completed or supplied (as the case may be), the Council will execute any form and supply such other information as reasonably required by the Developer to enable the removal of the registration of this Agreement from the title to the Land.

14 DISPUTE RESOLUTION

14.1 **Reference to Dispute**

If a dispute arises between the parties in relation to this Agreement, then either party may seek to resolve the dispute in accordance with this clause 14.

14.2 **Notice of Dispute**

The party wishing to commence dispute resolution processes must notify the other in writing of:

- (a) the nature, or subject matter, of the dispute, including a summary of any efforts made to resolve the matter other than by way of this clause 14;
- (b) the intent to involve this clause 14;
- (c) (if practicable) the outcomes which the notifying party wishes to achieve;
- (d) any material impact which the dispute has upon the completion of the remainder of the Development.

The contents of a notice issued under the clause 14.2 are deemed to be confidential. The party issuing the notice may (but is not obliged to) assert legal professional privilege in respect of the contents.

14.3 Principals of Parties to Meet

The principals of the parties (and in the case of the Council, the principal may include the person acting in the role of General Manager as defined in the Local Government Act 1993, or such person as is nominated by that officer in writing) must promptly (and in any event within 14 days of written notice) meet in good faith to attempt to resolve the notified dispute. The parties may, without limitation:

- (a) resolve the dispute during the course of that meeting;
- (b) agree that further material, expert opinion, or consideration is needed to effectively resolve the dispute (in which event the parties will in good faith agree to a timetable for resolution);
- (c) agree that the parties are unlikely to resolve the dispute and in good faith agree to a form of alternative dispute resolution (including expert determination, arbitration, or mediation) which is appropriate for the resolution of the relevant dispute.

14.4 Neither Party May Constrain

If:

- (a) at least one meeting has been held in accordance with clause 14.3; and
- (b) the parties have been unable to reach an outcome identified in 14.2(a) to (c); and
- (c) either of the parties (acting in good faith) forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under clause 14.3;

then that party may, by 14 days notice in writing to the other, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause 14 does not of itself amount to a breach of the Agreement.

15 NOTICES

15.1 Service of Notice

Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that Party at its address set out in Item 11 of Schedule 1; or
- (b) faxed to that Party at its fax number set out in Item 11 of Schedule 1.

15.2 Change of Address

If a Party gives the other Party 10 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

15.3 Time of Service of Notice

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (c) if it is delivered, when it is left at the relevant address.
- (d) if it is sent by post, 2 business days after it is posted.
- (e) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

15.4 Service after Hours, on Weekends and Holidays

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

16 APPROVALS AND CONSENT

Except as otherwise set out in this Agreement, a party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

17 ASSIGNMENT AND DEALINGS

- (a) Subject to clause (b), the Developer must not have any Dealings with the Land unless the Developer first informs the proposed assignee, purchaser or other party (the "**Incoming Party**") of this Agreement and provides the Incoming Party with a copy of this Agreement and transfers the obligations of this Agreement to that party.
- (b) If the Incoming Party is acquiring an interest in the Land as a purchaser of one or more lots in a strata scheme, (whether or not the plan has, at the date of exchange, been registered at the Land and Property Management Authority), then the Developer may create that interest without requiring that party to enter into an Agreement with the Council and the interest so created will not be in breach of this Agreement.

18 COSTS

18.1 Legal and Administrative Costs

The Developer must pay all reasonable legal and administrative costs and expenses in relation to:

- (a) the negotiation, preparation and execution of this Agreement;
- (b) the giving effect to this Agreement; and
- (c) any enforcement of the rights under this Agreement.

18.2 Stamp Duty

The Developer is liable for and must pay all stamp duty (including any fine or penalty) on or relating to this Agreement.

19 ENTIRE AGREEMENT

This Agreement sets out the whole agreement of the Parties in respect of the subject matter. There are no other agreements, warranties or undertakings.

20 FURTHER ACTS

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

21 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of New South Wales. The Parties submit to the jurisdiction of the courts of that state.

22 JOINT AND SEVERAL LIABILITY

Any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually.

23 NO FETTER

Nothing in this Agreement will be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

24 REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that they have power:

- (a) to enter into this Agreement

(b) comply with their obligations under the Agreement.

25 SEVERABILITY

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

26 MODIFICATION

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

27 WAIVER

A waiver by either Party is only effective if it is given in writing, and will only relate to the particular obligation or breach (as the case may be) identified in that communication.

28 GST

- 28.1 In this clause terms used have the meaning given to them by the GST Law as defined in Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (the "GST Act").
- 28.2 If a party to this Agreement (the "Supplier") makes a supply under or in connection with this Agreement and is liable by law to pay GST on that supply, then the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.
- 28.3 If this Agreement requires a party to pay for, or reimburse any expense, loss or outgoing ("reimbursable expense") suffered or incurred by another party, the amount required to be paid, or reimbursed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.
- 28.4 If a party to this Agreement has the benefit of an indemnity for a cost, expense, loss or outgoing ("indemnified cost") under this Agreement, the indemnity is for the indemnified cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the indemnified cost.
- 28.5 Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or

refund in relation to any amount of GST paid or payable in respect of any supply under this Agreement.

- 28.6 Subject to the operation of this clause, and unless otherwise expressly stated amounts in this Agreement are GST exclusive.

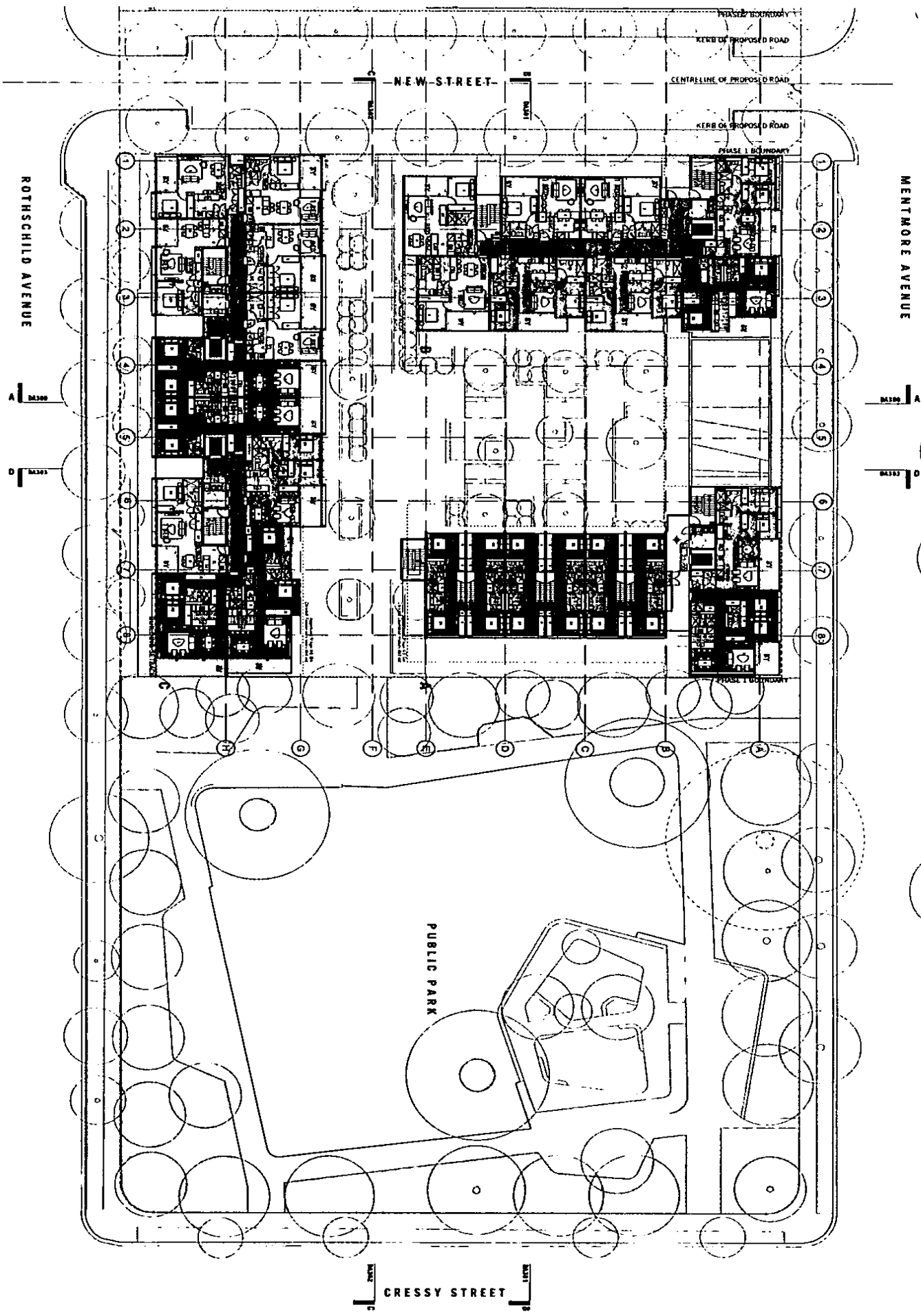
**SCHEDULE 1
 REFERENCE SCHEDULE**

Item	Name	Description	Dates
1	Developer's Name Developer's ACN Developer's Address	SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN 002 637 069) Hillsong Church, Norwest Business Park, 1-5 Solent Circuit, Baulkham Hills, New South Wales	
2	Council's Representative	Director of City Planning, Development and Transport	
3	Land	All that land comprised in lots 411-416 and lots 449-455 in Deposited Plan 7534 and known as 26-56 Rothschilds Avenue, Rosebery and any lots created by the subdivision of that land.	
4	Development Application	D/2011/1420A. Section 96(2) application to the Stage 1 development consent D/2011/1420 to include a condition which specifies a maximum floor space ratio of 1.6:1 and to attach a Voluntary Planning Agreement relating to the delivery of the 5,000sq.m public park and new public road.	
4.1	Second Development Application	D/2012/659 – Stage 2 Integrated Development application for the redevelopment of the northern portion of the site. Development relates to the construction of 3 residential apartment buildings with two common basement levels, ranging from 2 storeys in height to 8 storeys plus attic, and comprising 155 apartments, 151 car parking spaces and 327sq.m of retail floorspace. The development also includes the delivery of a new 5,000sq.m public park and east-west oriented public road.	
4.2	Future further Stage 2 Development Application	This is a Development Application that is proposed to be lodged relating to the carrying out of further	

		development on the remainder of the land, being that part of the land to the South of the new public road dedicated in the Second Development Application.	
5	Agreed Value	\$5,514,096.00	
5.1	Amount of offset for additional floorspace.	\$791,802.00	
5.2	Amount of offset on Second Development Application	\$1,160,227.96	
5.3	Amount of offset on further stage 2 Development Application	\$3,562,066.04	
6	Dedicated Land	The land marked as "New Street" and "Public Park" on the plan in Schedule 2.	
7	Encumbered Land	N/A	
8	Public Benefits	The transfer to Council of the Dedicated Land in fee simple.	
9	Guarantee Amounts	New Street - \$1,136,570.00 Public Park - \$1,690,026.00	
10	Public Liability Insurance	\$20 million	
11	Notices Council Attention Address Fax Number Developer Attention Address Fax Number	Director City Planning, Development and Transport 456 Kent Street Sydney 2000 9265 9505	

**SCHEDULE 2
PLAN SHOWING DEDICATED LAND**

Drawing DA123 revision R dated 3 May, 2012. (TRIM 2012/137525)



CAPITAL CORPORATION
 8480 7802 Cressy Street, Sydney NSW 2123

TURNER ASSOCIATES
 111 Pitt Street, Sydney NSW 2000

DATE: 03.05.2013 10:04 AM SUBMISSION

Scale: 1:1000

Project: 11000

Sheet: DA121

Phase: R

**SCHEDULE 3
DEVELOPER'S WORKS**

A – Embellishment works to that part of the Dedicated Lands marked as “Public Park” on the plan in Schedule 2. The expected cost of these works is \$1,690,026.00

The Developer is to undertake site preparation works including demolition, excavation and tree protection works as required. The Developer is to also undertake all works necessary for the supply, manufacture and installation of, including but not limited to, the following:

- Repair and replacement of any damaged kerbs and gutters;
- Removal of redundant vehicle footway crossings and reinstatement of footways, kerb and gutter as required;
- Stormwater and drainage provisions;
- Retention and protection of existing and nominated street trees;
- Retention and protection of existing and nominated trees within the site;
- Planting of new trees and shrubs;
- Open turf zone within centre of the park;
- Small formal playground with; certifiable play ground mulch
- Informal nature play areas;
- BBQ areas and picnic facilities;
- Litter bins;
- Drinking fountain;
- Irrigation;
- Seating including low seating walls and benches;
- Park lighting to City standards;

The works listed above are in reference to plans as follows;

1. Site Master Plan - Public and Private Domain (Aspect Studios Drawing Reference No. 11038-DA02 Revision B dated May 2012).
2. Public Domain – Materials and Finishes Plan (Aspect Studios Drawing Reference No. 11038-DA06 Revision B dated May 2012).

The drawings referred to in this schedule reflect the design development of the Developer's Works as at the date of this

Agreement. The parties acknowledge that the reference to a drawing does not constitute the approval of the details shown on that drawing for the purposes of construction. Without limiting the operation of the Agreement, design refinement may be needed and designs are to be amended as a result of public consultation as may be required by the Council under this Agreement. This is to include retention and where required refurbishment of the existing electrical sub station.

All materials, works and workmanship of works detailed above are to be in accordance with Council specifications and standards as set out in Schedule 4.

B - Embellishment works to that part of the Dedicated Lands marked as "New Street" on the plan in Schedule 2. The expected cost of these works is \$1,136,570.00.

The Developer is to undertake site preparation works including demolition, excavation and tree protection works as required. The Developer is to also undertake all works necessary for the supply, manufacture and installation of, including but not limited to, the following:

- Road pavements;
- Kerb and Gutters;
- Footways with grass verge;
- Installation of services including trenching and pits;
- Street lighting in accordance with Ausgrid and Council requirements;
- Street tree planting;
- Stormwater and drainage provisions;
- Rain gardens;
- Existing pedestrian crossing to be retained;
- Street name plate;
- Parking signage;
- Line marking;
- Any requirements as recommended by the City of Sydney's Local Pedestrian, Cycling and Traffic Calming Committee;

The works listed above are in reference to plans as follows;

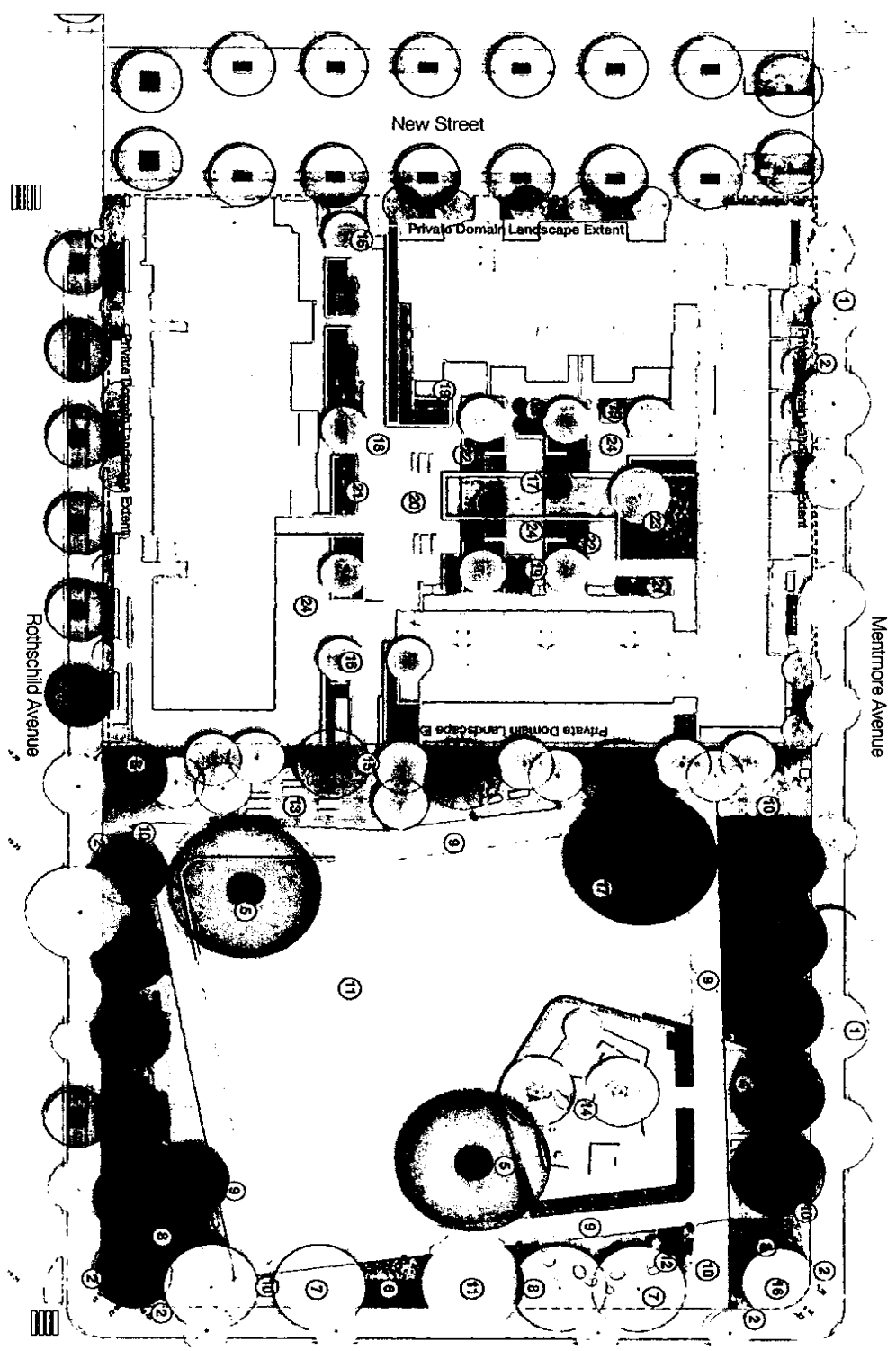
1. Public Domain - Sections (Aspect Studios Drawing Reference No. 11038-DA07 Revision B dated May 2012)

2. General Arrangements Sheet 1 (Brown Smart Consulting drawing Reference No. C2-00 Revision G Dated 31.01.13)

The drawings referred to in this schedule reflect the design development of the Developer's Works as at the date of this Agreement. The parties acknowledge that the reference to a drawing does not constitute the approval of the details shown on that drawing for the purposes of construction. Detailed road design drawings will be required to be submitted to the City of Sydney's Local Pedestrian, Cycling and Traffic Calming Committee for approval prior to construction.

All materials, works and workmanship of works detailed above are to be in accordance with Council specifications and standards as set out in Schedule 4 hereof.

Site Master Plan - Public and Private Domain



Stage 2 Plan - Public and Private Domain

25-56 Rothschild Avenue | Rosebery
 ASPECT Studios

In collaboration with: TURNER + ASSOCIATES

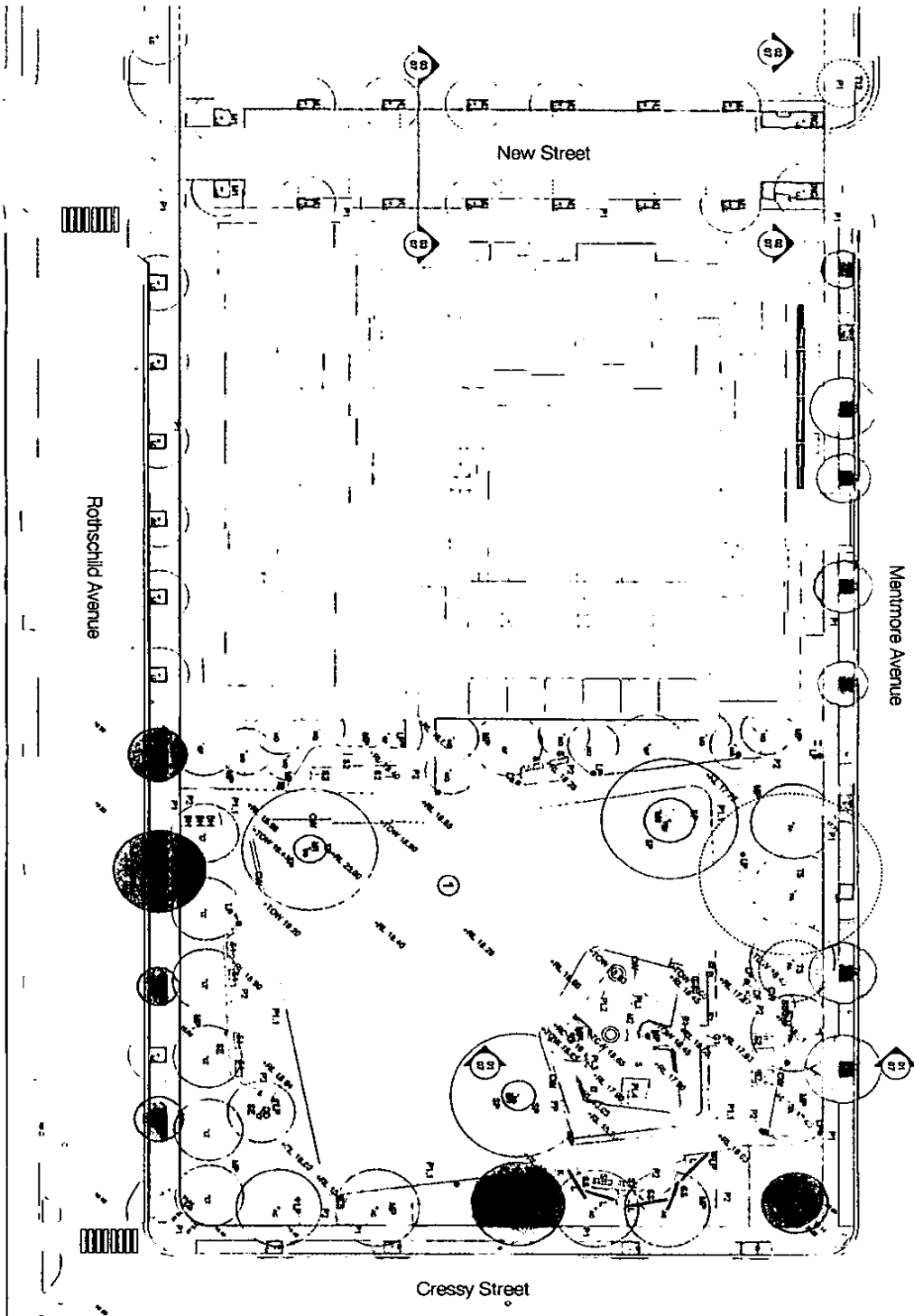
Client: CAPITAL CORPORATION

Drawn: TUNICW
 Checked: SCDDP
 Scale: 1:25000
 Date: May 2012

Development Application
 DWG no.: 11023 - 0422
 Rev: B

- KEY**
- Public domain**
- Note: For more detail on Public Domain Finishes refer to DA Private Domain Plan and DA06 Public Domain Materials and Finishes Plan and Landscape Design Report.
- Streetscapes**
- Public Park**
- Existing Metelucas to be retained.
 - Footpath upgrade to existing street footpaths. Reinstate existing concrete path. Turf verge to be retained and re-planting with shade tolerant turf. Morton Bay Fig and Salt Bay Magnolia to be removed as directed by Council with new planting of large signature shade trees within park.
 - Seating and BBQ area adjacent to playground with City of Sydney Parks standard benches, bins and low seating wall with decorative cladding.
 - Large deciduous shade tree in turf on localised mounds and informal low wall seating with decorative cladding.
 - Existing sub station retained and set within large massed planting area.
 - Park edge avenue of *Argyrodia costata*, with low massed planting beneath.
 - Perimeter planting of low massed planting, light concrete paved loop circulation park around central turf space.
 - Entry points for park in recycled brick paving.
 - Open turf zone for informal activity.
 - Informal nature play areas with timber beams and stone boulders in low planting.
 - Seating area set within massed planting and shade trees. Break out space adjacent to cafe.
 - Small formal playground (refer to DA09 for more detail).
 - Connection to cafe on podium level.
 - Retained existing Bull Bay Magnolia and Bushbox.
 - New Port Jackson Fig.
- Stage 2 Otto Private Domain (Phase 1)**
- Deciduous entrance trees in large entry planters, with lower seating planters adjacent.
 - Water garden with reflection pools, water planting and adjacent turf islands with small specimen trees.
 - Large formal paving in main thoroughfare and entrance spaces.
 - Privacy planting landscape adjacent to courtyard terraces.
 - Communal outdoor room with benches, seats and BBQ facilities.
 - Privacy screen of bamboo and small rainforest tree species.
 - Low planters and seating adjacent to water garden.
 - Large specimen tree and massed planting above carpark entrance and provide focal point.
 - Small formal stone paving in the smaller habitable landscape spaces and seating areas.

Public Domain - Materials and Finishes Plan



LEGEND
 GENERAL

- EXISTING OR WORKING
- SITE BOUNDARY
- NEW TREE
- EXISTING TREE
- RECENTLY PLANTED STREET TREE
- TREE PROTECTION FENCE
- TREE REMOVAL ORDER TO LANDSCAPE REPORT

- LEVELS & SETBACK PAWS
- 0.0 0.0 EXISTING LEVELS
 - 4.2 0.0 PROPOSED LEVELS
 - 1.0 0.0 PROPOSED TOP OF WALL LEVELS

- MATERIALS & FINISHES
- PW11 PAVING TYPE 1 CONCRETE
 - PW12 PAVING TYPE 1.1 CONCRETE WITH COGNATE FINISH
 - PW13 PAVING TYPE 2 ASPHALT
 - PW14 MATERIAL TYPE AND
 - MALC11 MALC 1
 - MALC2 MALC 2
 - STEEL EXIST
 - WALL TYPE 1
 - ROCK TYPE 1
 - ROCK TYPE 2
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 - ROCK TYPE 100

- PLANTING PLAN
- NEW TREE
 - EXISTING TREE
 - RECENTLY PLANTED STREET TREE
 - TREE PROTECTION FENCE
 - TREE REMOVAL ORDER TO LANDSCAPE REPORT

NOTES TO OVER FOR PARTNER REVISIONS - PLANNING SCHEDULE

25-56 Rothschild Avenue | Rosebery
 ASPECT Studios

In collaboration with: TURNER + ASSOCIATES

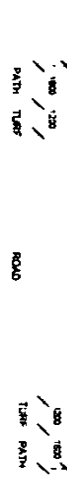
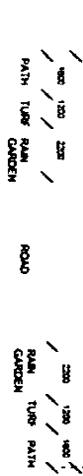
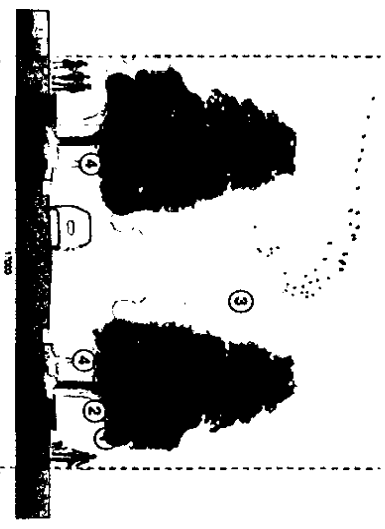
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Drawn: TWCW
 Checked: SCDD

Scale: 1:2500 A1
 Date: May 2012

Development Application
 Dwg no.: 11038 - D108
 Rev: B

Public Domain - Sections



KEY

1. Greenstar concrete footpath 1600mm wide.
2. Turf verge nominally 1200mm wide.
3. New Brushbox planting.
4. Rain garden flush with road verge with hit and miss ricket kerb to civil engineers detail.
5. Mentmore Avenue footpath with existing Melaleuca retained.
6. New Fraxinus planting along park perimeter for shade and to create a strong park edge.
7. Wall aligned with electric BBO and seating area.
8. Brick paved seating area adjacent to concrete paved park circuit.
9. Large fig tree planted to offset removal of Morison Bay Fig.
10. Low steel fence partially enclosing childrens playground.
11. Open turf area.
12. Low perimeter decorative wall around playground area.



Mentmore Avenue

Section - 01 1:100

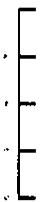
25-56 Rothschild Avenue | Rosebery
 ASPECT Studio

In collaboration with: TURNER + ASSOCIATES

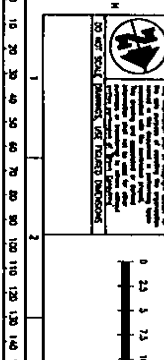
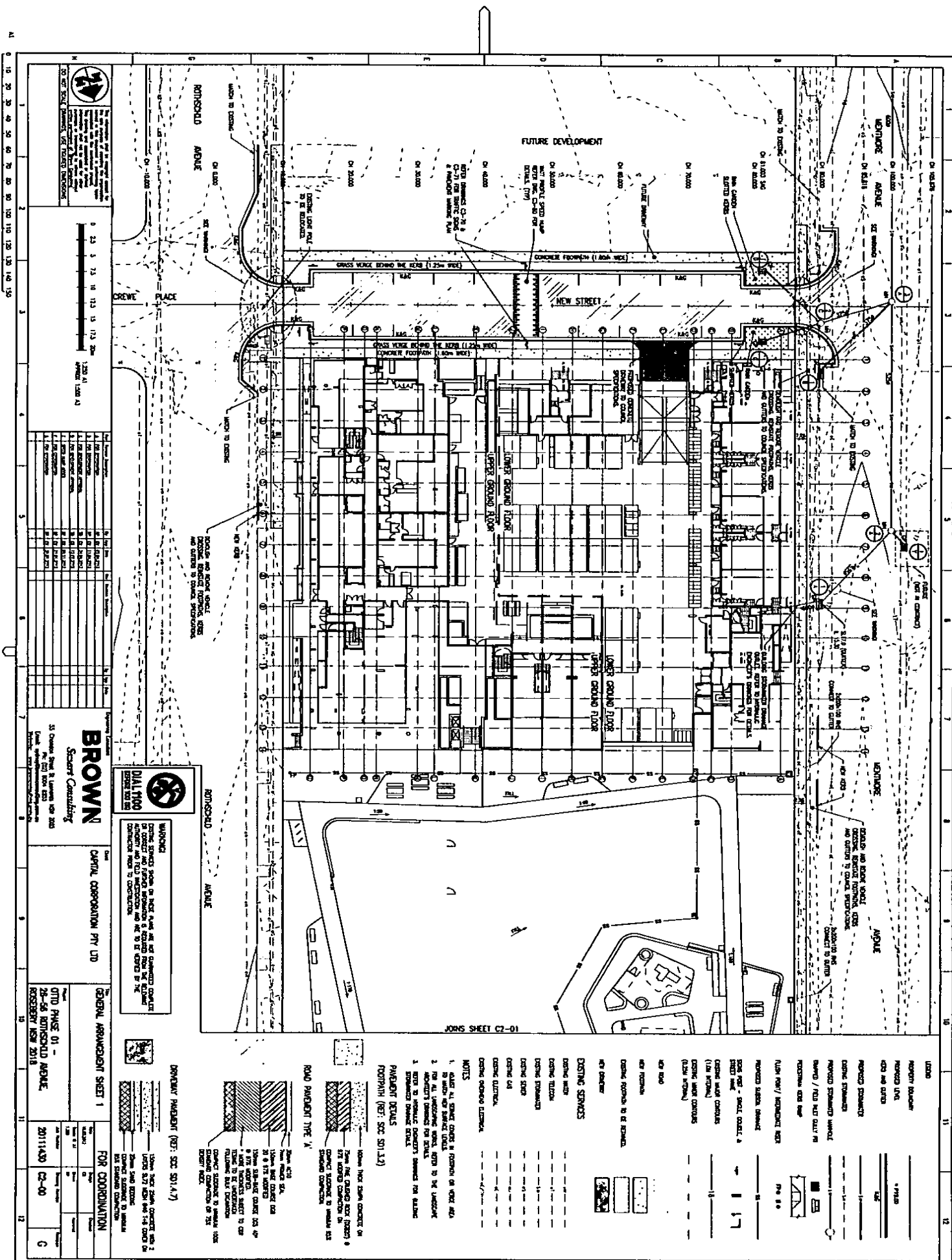
Client: CAPITAL CORPORATION

Design: THATCH

Scale: 1:10000
 Date: May 2012



Development Application
 Page 38 of 45



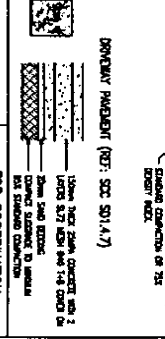
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BROWN
 Senior Consulting
 35 Collins Street, Level 10, Melbourne, VIC 3000
 Tel: (03) 9237 8000
 Fax: (03) 9237 8001
 Email: info@brown.com.au
 Website: www.brown.com.au

DIAL 1100
 WARNING: CALLING SERVICES FROM THIS NUMBER ARE NOT GUARANTEED. CONTACT THE OPERATOR FOR MORE INFORMATION. THIS SERVICE IS AVAILABLE 24 HOURS A DAY.

CAPITAL CORPORATION PTY LTD
 GENERAL ARRANGEMENT SHEET 1
 OTTO PHASE 01 -
 25-56 ROMESDELL AVENUE,
 ROSBERRY NSW 2018

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NOTES
 1. ALL ROAD WORK SHALL BE IN ACCORDANCE WITH THE ROAD AND TRAFFIC ACT 1999 AND THE ROAD AND TRAFFIC REGULATIONS 2008.
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PAVEMENT DETAILS
 FOOTPATH (REF: SEC S01.12)
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SCHEDULE 4 STANDARDS

The Standards referred to in this Schedule 4 are included for information purposes only, and as guide to the relevant standards for the general nature of the work of the kind identified as Developer's Works in Schedule 3 to this Agreement. The Council makes no representation or warranty whatsoever as to the currency of the standards identified, or their application to the final design of any particular element.

Conflict

In the event that any Australian Standard prescribes or describes a different level of material, finish, work or workmanship, than those contained in any Council Standard, then the more recent of the two standards will apply. In the event that one or more Council Standards conflict with another Council Standard, then the Council must nominate the correct and applicable Council Standard. The Council's decision as to the applicable standard in the event of conflict is final.

Council Standards

- Draft Interim Sydney Streets Design Code
- Draft Interim Sydney Lights Design Code
- Street Tree Master Plan 2011
- City of Sydney – SSCC –Development Specification for Civil Works Design and Construction 2010
- Parks Technical Manual
- City of Sydney Access Policy

Australian Standards – Parks and Reserves

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 4685 Playground Equipment
- AS 4422 Playground Surfacing
- AS 4454 Composts, soil conditioners and mulchers
- AS 1720 Timber structures
- AS 3600 Concrete Structures

- AS 2876 Concrete kerbs and channels
- AS 1428 Design for Access and Mobility
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1657 Fixed platforms, walkways, stairs and ladders

Relevant Australian Standards – Verge Works, Through site links

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 1743 Road signs
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 4282 Design for Access and Mobility
- As 4454 Composts, soil conditioners and mulches

Relevant Australian Standards – Roads (including pedestrian areas)

- AS 1726 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 1428 Design for Access and Mobility

- AS 1742 Manual of uniform traffic control devices
- AS 1743 Road Signs

**SCHEDULE 5
SUBMISSION REQUIREMENTS**

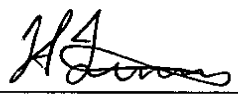
Intentionally not used.

**SCHEDULE 6
COUNCIL'S WORKS**

Intentionally not used.

EXECUTED as an Agreement.

COUNCIL OF THE CITY OF SYDNEY by)
its duly appointed attorney **MARCIA**)
CLAIRE DOHENY Power of Attorney)
registered book 4572 No. 994 in the)
presence of:)

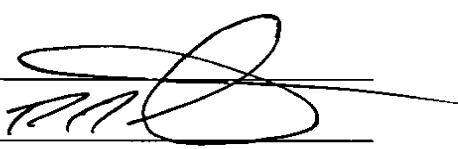


Witness: **HEATHER TURNER**
Name (printed):

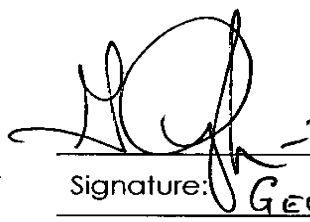


Marcia Claire Doheny

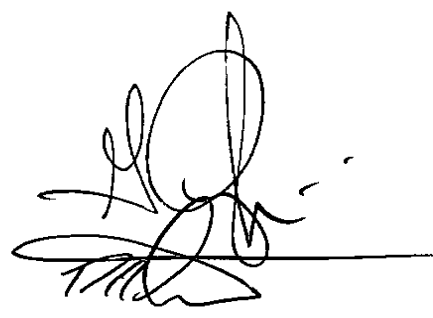
SYDNEY CHRISTIAN LIFE CENTRE)
LIMITED (ACN 002 637 069) in)
accordance with section 127 of)
Corporations Law:)



Signature: _____
Name: **Phillip Denton**
Position: **Director**



Signature: _____
Name: **GEORGE AGHASANYAN**
Position: **DIRECTOR**





Form: 13PC
 Release: 3-0

POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 1919

AI858889G

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** AUTO CONSOL 2788-147, AUTO CONSOL 2974-38, AUTO CONSOL 3156-235, 415/7534, 416/7534, 449/7534 and 450/7534

(B) **LODGED BY**

Document Collection Box 112M	Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P	CODE PC
	Reference: S113857 - L Nash	

(C) **REGISTERED PROPRIETOR**
 Of the above land
 SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN: 002 637 069)

(D) **LESSEE MORTGAGEE or CHARGE**
 Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AC486958	National Australia Bank Limited
"	AH426673	" "
LEASE	G581821	AUSGRID
"	5407129	"
"	5352449	"

(E) **PRESCRIBED AUTHORITY**
 Within the meaning of section 88E(1) of the Conveyancing Act 1919
 COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

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

DATE 15 AUGUST 2014

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

Signature of witness: <u>[Signature]</u>	Signature of authorised officer: <u>[Signature]</u>
Name of witness: <u>HEATHER TURNER</u>	Name of authorised officer: <u>Marcia Claire Doheny</u>
Address of witness: <u>456 Kent Street, Sydney</u>	Position of authorised officer: <u>Power of Attorney Book 4572 No. 994 COUNCIL OF THE CITY OF SYDNEY</u>

(G) **Execution by the registered proprietor**
 Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
 Corporation: Sydney Christian Life Centre Limited (ACN: 002 637 069)
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: <u>[Signature]</u>	Signature of authorised person: <u>[Signature]</u>
Name of authorised person: <u>Phillip Denton</u>	Name of authorised person: <u>GREGORY GEORGE ACHAJANIAN</u>
Office held: <u>Director PHILLIP BRADLEY DENTON</u>	Office held: <u>Director/Secretary</u>

(H) **Consent of the mortgagee AND LESSEE**
 The mortgagee under mortgage No. AC486958, agrees to be bound by this positive covenant. I certify that the above mortgagee signed this application in my presence. PLEASE REFER TO ATTACHED SHEETS

Signature of witness: _____ Signature of mortgagee: _____
 Name of witness: _____
 Address of witness: _____

- 8985

(H) CONSENT OF THE MORTGAGEE:

The Mortgagee under Mortgage Nos. **AC486958** and **AH426673**, agrees to be bound by this Positive Covenant. I certify that the above Mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

EXECUTED BY NATIONAL)
AUSTRALIA BANK LIMITED in the)
presence of:)

Witness (signature):

Authorised Officer (signature):

Full Name (printed):

Full Name (printed):

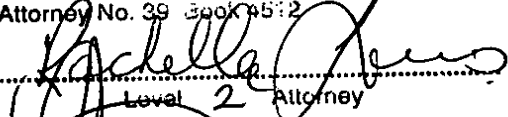
Mortgagee under Mortgage No. **AC486958 AND AH426673**

Signed at **Sydney** this **6th** day of **August** 20**14** for National

Australia Bank Limited ABN 12 004 044 937

by **RACHELLE ANNE LEWIS**

its duly appointed Attorney under Power of Attorney No. 39 Book 4512


.....
Level 2 Attorney


MICHAEL ANGETENA DANG

Witness/Bank Officer

(H) **CONSENT OF THE LESSEE**

The Lessee under Lease Nos. **Q581821, 5407129 and 5352449**, agrees to be bound by this Positive Covenant. I certify that the above Lessee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

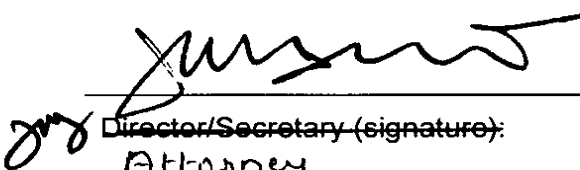
APPROVED FOR REGISTRATION BY)
AUSGRID by its duly authorised officer)
in the presence of:)



Witness (signature):

KATHRYN ANN RAYNER

Full Name (printed):



Director/Secretary (signature):
Attorney
BOOK 4641 NO 639

TREVOR MARK ARMSTRONG

Full Name (printed):

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON AUTO CONSOL 2788-147, AUTO CONSOL 2974-38, AUTO CONSOL 3156-235, LOTS 415 AND 416 IN DEPOSITED PLAN 7534 AND LOTS 449 AND 450 IN DEPOSITED PLAN 7534 BETWEEN SYDNEY CHRISTIAN LIFE CENTRE LIMITED AND COUNCIL OF THE CITY OF SYDNEY

DATED 15th day of August 2014

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier Auto Consol 2788-147, Auto Consol 2974-38, Auto Consol 3156-235, 415/7534, 416/7534, 449/7534 and 450/7534") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:


- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land burdened is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land burdened;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;



Witness (signature):

HEATHER TURNER

Full Name (printed):



Director (signature):
Sydney Christian Life Centre Limited

Phillip Denton

Full Name (printed):



Marcia Claire Doheny
Power of Attorney
Book 4572 No. 994
Council of the City of Sydney

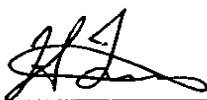


Director/Secretary (signature):
Sydney Christian Life Centre Limited

GEORGE AGHAJANIAN

Full Name (printed):

- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of, except to the extent caused or contributed by Council, its employees, agents, contractors or invitees.
 - (i) any blockage of or surcharge or backflow from Council's drainage system;
 - (ii) the connection to Council's drainage system;
 - (iii) the construction of the private connection beneath the footway or its presence in the public way;
 - (iv) the relocation of the gully pit;
 - (v) any costs and expenses of disconnection under paragraph (c);to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened;
- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's reasonable discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.



Witness (signature):

HEATHER TURNER

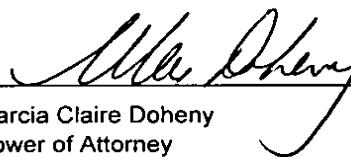
Full Name (printed):



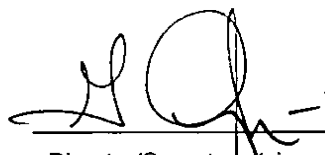
Director (signature):
Sydney Christian Life Centre Limited

Phillip Denton

Full Name (printed):



Marcia Claire Doheny
Power of Attorney
Book 4572 No. 994
Council of the City of Sydney



Director/Secretary (signature):
Sydney Christian Life Centre Limited

GEORGE AGHAJANIAN


Full Name (printed):

ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON AUTO CONSOL 2788-147, AUTO CONSOL 2974-38, AUTO CONSOL 3156-235, LOTS 415 AND 416 IN DEPOSITED PLAN 7534 AND LOTS 449 AND 450 IN DEPOSITED PLAN 7534 BETWEEN SYDNEY CHRISTIAN LIFE CENTRE LIMITED AND COUNCIL OF THE CITY OF SYDNEY

DATED 15th day of AUGUST 2014

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from an on-site detention tank [the OSD Tank] from the land burdened (the "land in Certificate of Title Folio Identifier Auto Consol 2788-147, Auto Consol 2974-38, Auto Consol 3156-235, 415/7534, 416/7534, 449/7534 and 450/7534") to the public road, the Registered Proprietor will at all times:

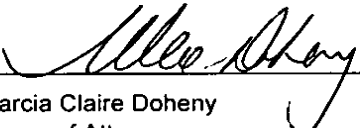
- (g) maintain the orifice letting water out of the OSD Tank at a diameter approved by Sydney Water or the Council;
- (b) under no circumstances permit any discharge of trade wastes, contaminants or suspended silt from the OSD Tank to the road;
- (c) regularly inspect, clean and maintain the on-site detention system;
- (d) if a pump-out system from the OSD Tank is installed at any time, attach and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (e) release and hold harmless Council from and against all damages, claims, actions, proceedings, law suits, losses, costs, expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of any blockage to the orifice to the public street.
- (f) not carry out any alterations to the on-site detention tank system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (g) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.



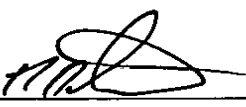
Witness (signature):

HEATHER TURNER

Full Name (printed):



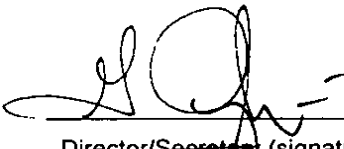
Marcia Claire Doheny
Power of Attorney
Book 4572 No. 994
Council of the City of Sydney



Director (signature):
Sydney Christian Life Centre Limited

Phillip Denton

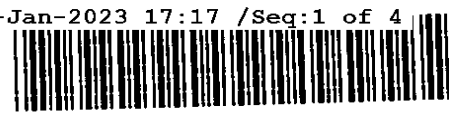
Full Name (printed):



Director/Secretary (signature):
Sydney Christian Life Centre Limited

GEORGE AGHAJANIAN

Full Name (printed):



Form: 13RPA
 Release: 3-0

**RESTRICTION ON THE
 USE OF LAND BY A
 PRESCRIBED AUTHORITY**

AI858890X

New South Wales
 Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE**
 AUTO CONSOL 2788-147, AUTO CONSOL 2974-38, AUTO CONSOL 3156-235, 415/7534, 416/7534, 449/7534 and 450/7534

(B) **LODGED BY**

Document Collection Box 112M	Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P Reference: S113857 - L Nash	CODE RV
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(C) **REGISTERED PROPRIETOR**
 Of the above land
 SYDNEY CHRISTIAN LIFE CENTRE LIMITED (ACN: 002 637 069)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AC486958	National Australia Bank Limited
"	AH426673	"
LEASE	Q581821	AUSCARID
"	5407129 5352449	"

(E) **PRESCRIBED AUTHORITY**
 Within the meaning of section 88E(1) of the Conveyancing Act 1919
 COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
 DATE 15 AUGUST 2014

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

Signature of witness: [Signature]
 Name of witness: HEATHER TURNER
 Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer: [Signature]
 Name of authorised officer: Marcia Claire Doherty
 Position of authorised officer: Power of Attorney
Book 4572 No. 994
COUNCIL OF THE CITY OF SYDNEY

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

Corporation: Sydney Christian Life Centre Limited (ACN: 002 637 069)
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]
 Name of authorised person: Phillip Denton
 Office held: Director PHILLIP BRADLEY DENTON

Signature of authorised person: [Signature]
 Name of authorised person: GREGORY GREGORY
 Office held: GEORGE AGHAJANIAN
Director/Secretary

(H) ~~The mortgagee under mortgage No. AC486958~~ agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence. PLEASE REFER TO ATTACHED SHEETS

Signature of witness: _____
 Name of witness: _____
 Address of witness: _____

Signature of mortgagee: _____

(H) CONSENT OF THE MORTGAGEE:

The Mortgagee under Mortgage Nos. **AC486958 and AH426673**, agrees to be bound by this Restriction. I certify that the above Mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

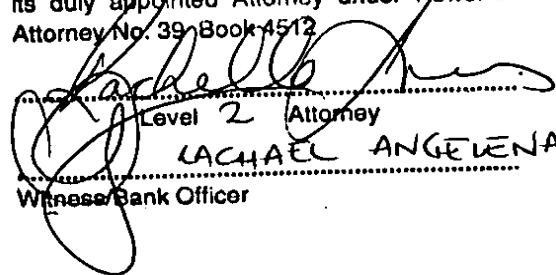
~~EXECUTED BY NATIONAL)
AUSTRALIA BANK LIMITED in the)
presence of:)~~

Witness (signature):

Authorised Officer (signature):

Full Name (printed):

Full Name (printed):

Mortgagee under Mortgage No. AC486958 AND AH426673
Signed at Sydney this 6th day of
August 20 14 for National
Australia Bank Limited ABN 12 004 044 937
by RACHELLE ANNE LEWIS
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

.....
Level 2 Attorney
RACHAEL ANGELENA DANG
.....
Witness/Bank Officer

(H) **CONSENT OF THE LESSEE**

The Lessee under Lease Nos. **Q581821, 5407129 and 5352449**, agrees to be bound by this Restriction. I certify that the above Lessee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

APPROVED FOR REGISTRATION BY)
AUSGRID by its duly authorised officer)
in the presence of:)

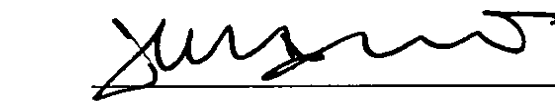
TREVOR MARK ARMSTRONG



Witness (signature):

KATHRYN ANN RAYNER

Full Name (printed):



Director/Secretary (signature):

Attorney
BOOK 4641 NO 639

TREVOR MARK ARMSTRONG

Full Name (printed):

ANNEXURE "A" REFERRED TO IN RESTRICTION ON USE OF LAND BY A PRESCRIBED AUTHORITY ON AUTO CONSOL 2788-147, AUTO CONSOL 2974-38, AUTO CONSOL 3156-235, LOTS 415 AND 416 IN DEPOSITED PLAN 7534 AND LOTS 449 AND 450 IN DEPOSITED PLAN 7534 BETWEEN SYDNEY CHRISTIAN LIFE CENTRE LIMITED AND COUNCIL OF THE CITY OF SYDNEY

DATED: 15th day of AUGUST 2014

RESTRICTION ON RESIDENTIAL DEVELOPMENT:

The accommodation portion of the building must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

Consent means the consent granted to Development Application D/2013/560 in accordance with the Environmental Planning and Assessment Act 1979.

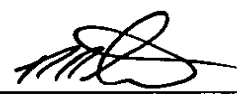
Residential Accommodation means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 2010, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.



Witness (signature):

HEATHER TURNER

Full Name (printed):




Director (signature):
Sydney Christian Life Centre Limited

Phillip Denton

Full Name (printed):



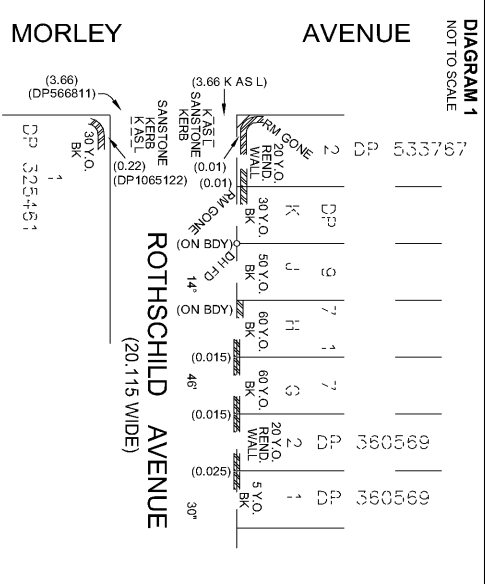
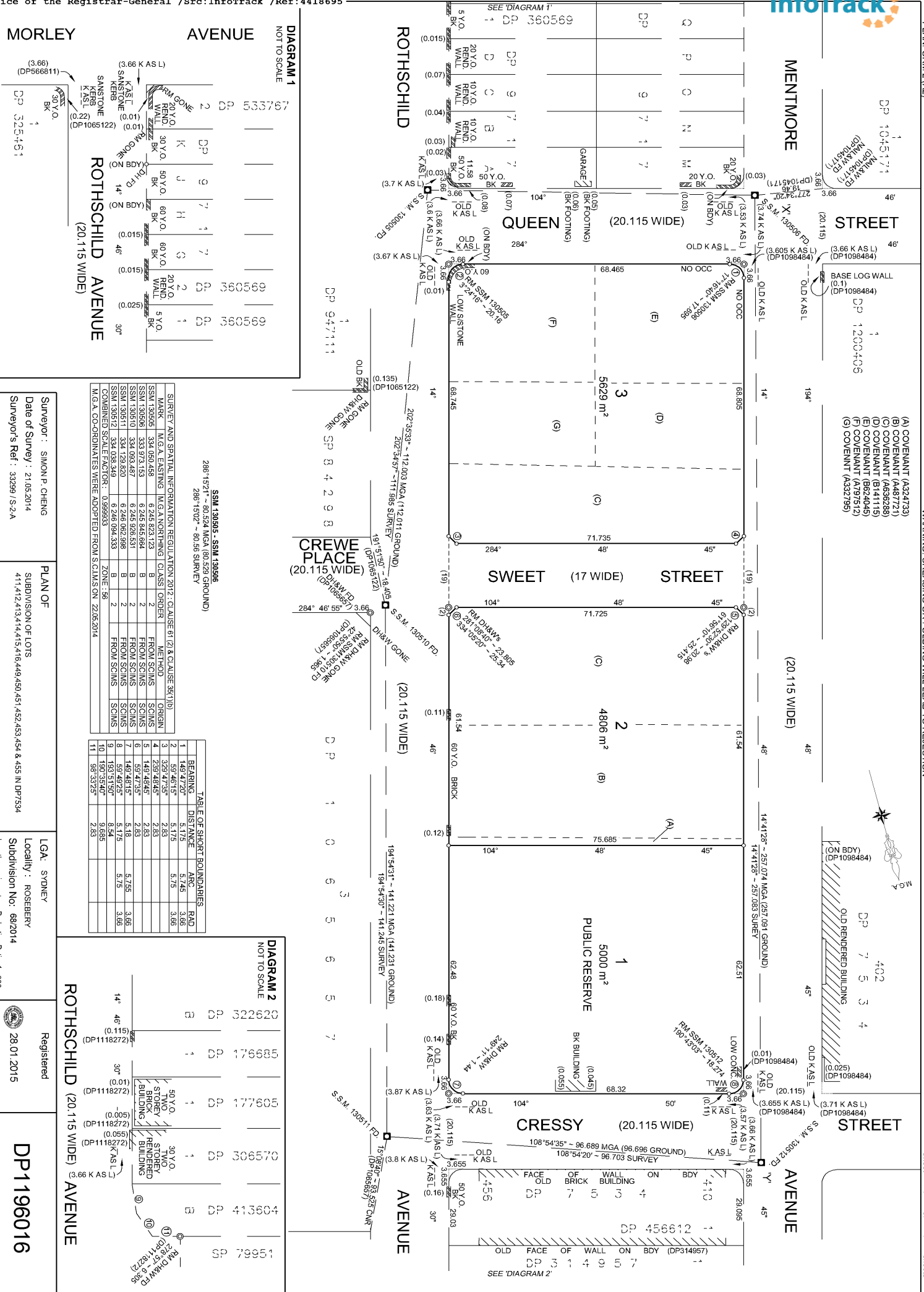
Marcia Claire Doheny
Power of Attorney
Book 4572 No. 994
Council of the City of Sydney



Director/Secretary (signature):
Sydney Christian Life Centre Limited

GEORGE AGHAJANIAN

Full Name (printed):



SSM 130905 - SSM 130906
286°15'21" - 80.524 MGA (80.529 GROUND)
286°15'02" - 80.56 SURVEY

MARK	M/G.A. EASTING	M/G.A. NORTHING	CLASS	ORDER	METHOD	ORIGIN
SSM 130906	334 050.488	6 245 823.123	B	2	FROM SCIMS	SCIMS
SSM 130906	334 093.487	6 245 926.551	B	2	FROM SCIMS	SCIMS
SSM 130910	334 129.820	6 246 002.988	B	2	FROM SCIMS	SCIMS
SSM 130910	334 156.570	6 246 094.353	B	2	FROM SCIMS	SCIMS
COMBINED SURVEYORS: 1: 0.000933						
M/G.A. CO-ORDINATES WERE ADOPTED FROM S.G.M.S. ON 22.05.2014						

TABLE OF SHORT BOUNDARIES

BEARING	DISTANCE	ANG.	TRAD.
1	152.4615°	5.175	3.86
2	329.4735°	5.175	3.86
3	149.4815°	5.175	3.86
4	239.4845°	2.83	3.86
5	59.4735°	2.83	3.86
6	149.4815°	5.175	3.86
7	149.4815°	5.175	3.86
8	59.4735°	5.175	3.86
9	193.5750°	6.54	6.655
10	190.3540°	6.655	6.655
11	39.3525°	2.83	3.86

DIAGRAM 2
NOT TO SCALE

This diagram provides a detailed view of the intersection of ROTHSCILD AVENUE and CRESSY STREET. It shows the layout of lots 1 through 7, with their respective widths and street widths of 20.115 meters. It also indicates the location of 'SANSTONE' and 'KASL' structures.

DIAGRAM 2
NOT TO SCALE

This diagram provides a detailed view of the intersection of ROTHSCILD AVENUE and CRESSY STREET. It shows the layout of lots 1 through 7, with their respective widths and street widths of 20.115 meters. It also indicates the location of 'SANSTONE' and 'KASL' structures.

Surveyor: SIMON P. CHENG
Date of Survey: 21.05.2014
Surveyor's Ref.: 33299 / S-2-A

PLAN OF SUBDIVISION OF LOTS
 411.412.413.414.415.416.449.450.451.452.453.454. & 455 IN DP7534

LGA: SYDNEY
Locality: ROSEBERY
Subdivision No.: 68/2014

Lengths are in metres. Reduction Ratio: 1: 600

Registered
 28.01.2015

DP1196016

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 28.01.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="text-align: center; margin: 0;">DP1196016</h1>
<p>PLAN OF SUBDIVISION OF LOTS 411,412,413,414,415,416,449,450, 451,452,453,454 & 455 IN DP7534</p>	<p>L G A SYDNEY</p> <p>Locality: ROSEBERY</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>SIMON P. CHENG</u> of <u>317 / 5 CELEBRATION DRIVE, NORWEST BUSINESS PARK</u> <u>BAULKHAM HILLS BC NSW 2153</u></p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2012</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 21.05.2014</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature: Dated: <u>21.05.14</u></p> <p>Surveyor ID: 806</p> <p>Datum Line: X - Y</p> <p>Type: *Urban / *Rural-</p> <p>The terrain is *Level-Undulating / *Steep Mountainous-</p> <p><i>* Strike through if inapplicable</i></p> <p><i>^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>MICHAEL Soo</u> * Authorised Person / *General Manager / *Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: (Area Planning Manager)</p> <p>Accreditation number:</p> <p>Consent Authority: <u>CITY OF SYDNEY</u></p> <p>Date of Endorsement: <u>22 DECEMBER 2014</u></p> <p>Subdivision Certificate number: <u>G8 / 2014</u></p> <p>File number: <u>S / 2014 / 73</u></p> <p><i>* Strike through if inapplicable</i></p>	<p>Plans used in the preparation of survey / compilation-</p> <p>DP 7534 DP 9717 DP 89905 DP 314957 DP 701356 DP 1042514 DP 1045171 DP 1065122 DP 1065657 DP 1098484</p> <p style="text-align: center; font-size: small;">If space is insufficient use PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE SWEET STREET 17 WIDE TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE LOT 1 TO THE PUBLIC AS PUBLIC RESERVE.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 33299 / S-2-A</p>

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 28.01.2015</p> <hr/> <p>PLAN OF SUBDIVISION OF LOTS 411,412,413,414,415,416,449,450, 451,452,453,454 & 455 IN DP7534</p> <hr/> <p>Subdivision Certificate number..... <u>68/2014</u></p> <p>Date of Endorsement:..... <u>22 DECEMBER 2014</u></p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="text-align: center;">DP1196016</h1> <hr/> <p style="font-size: x-small;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> ● A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> ● Statement 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.
---	---

LOT	Street number	Street name	Street type	Locality
1	26	ROTHSCHILD	AVENUE	ROSEBERY
2	28-30	ROTHSCHILD	AVENUE	ROSEBERY
3	32-38	ROTHSCHILD	AVENUE	ROSEBERY

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919
AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT
SIGNED BY THE AUTHORISED PERSON, IT IS INTENDED
TO CREATE :

- (1) - POSITIVE COVENANT
- (2) - RESTRICTION ON THE USE OF LAND
- (3) - RESTRICTION ON THE USE OF LAND

EXECUTED BY

SYDNEY CHRISTIAN LIFE CENTRE LIMITED
ACN 002 637 069
IN ACCORDANCE WITH SECTION 127 OF THE
CORPORATIONS ACT 2001

DIRECTOR DIRECTOR / ~~SECRETARY~~

NAME: GRANT THOMAS NAME: GEORGE AGHAJANIAN

Executed by National Australia Bank Limited
ABN 12004 044 937 by its Attorney who holds
the position of Level 2 Attorney under Power
of Attorney Book 4512 No 39 in the presence of

MIKE SERGENT - WITNESS
 255 GEORGE ST, SYDNEY

Attorney
 RACHELLE LEWIS

If space is insufficient use additional annexure sheet

ePlan

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

(Sheet 1 of 6 sheets)

Plan:

DP1196016

of Subdivision of Lots 411, 412,
413, 414, 415, 416, 449, 450,
451, 452, 453, 454, and 455 in
DP 7534 covered by Subdivision
Certificate No. 68/2014
of 22.12.2014

**Full Name and Address of the
owner of the Land:**

Sydney Christian Life Centre
Limited
26-56 Rothschild Avenue
ROSEBERY NSW 2018

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Positive Covenant	2 & 3	City of Sydney Council
2	Restriction on the use of land	2 & 3	City of Sydney Council
3	Restriction on the use of land	2 & 3	City of Sydney Council

PART 2

1. Terms of positive covenant numbered 1 in the plan:

The Grantor covenants with the Council that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the burdened lot through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Grantor will at all times:

- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) not permit any other form of discharge whatsoever (**Unauthorised Discharge**) including, without limitation, the discharge of trade wastes, contaminants or suspended silt;


.....
Council Authorised Person

ePlan

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

(Sheet 2 of 6 sheets)

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PART 2 (CONT)

- (c) permit Council to disconnect the private connection and make good Council's burdened lot is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land;
- (d) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (e) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land as a result of:
 - (i) any blockage of or surcharge of backflow from Council's drainage system caused by the Private Connection;
 - (ii) the connection to Council's drainage system;
 - (iii) the construction of the private connection beneath the footway or its presence in the public way;
 - (iv) the abandonment or relocation of the gully pit;
 - (v) any costs and expenses of disconnection under paragraph (c);and the Grantor indemnifies Council against all such claims and demands;
- (f) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;



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Council Authorised Person

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PART 2 (CONT)

- (g) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.
2. The Grantor must at all times in respect of the Stormwater System:
- (a) construct, clean, maintain and repair the Stormwater System; and
 - (b) regularly remove debris as necessary to ensure the efficient operation from time to time and at all times the Stormwater System provided however that Council shall have the right to enter upon the Burdened Lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency:
 - (i) to view the state of repair of the Stormwater System;
 - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
 - (iii) to execute any work required to remedy a breach of the terms of this covenant if the Grantor has not within fourteen (14) days of the date of receipt by the Grantor of written notice from Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the Grantor upon demand.



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PART 2 (CONT)

Stormwater Systems includes, without limit:

- (a) all pits, tanks, pipes lines, orifice plates, trench barriers, walls, earth banks and other structures;
- (b) a detention tank; and pollutant trap
- (c) a discharge pipe

2. Terms of restriction on the use of land numbered 2 in the plan:

The use of the lots(s) hereby burdened is restricted to buildings for residential use as follows:

- (a) The accommodation portion of the building must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like.
- (b) No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds cots or bassinets.
- (c) The total number of adults residing in one unit shall not exceed twice the number of approved bedrooms
- (d) If a unit contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.



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PART 2 (CONT)

- (e) An owner, tenant or Owners Corporation shall not permit a Building Manager or agent to advertise or organise for short term accommodation or share accommodation in the building.
- (f) Car parking spaces may only be used for parking of vehicles related to residence in the unit with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

3. Terms of restriction on the use of land numbered 3 in the plan:

The car parking spaces forming any part of buildings occupying the lot burdened cannot be used by those other than an owner or occupant of the residential apartments within the respective building.

NAME OF AUTHORITY HAVING THE POWER TO RELEASE, VARY OR MODIFY THE POSITIVE COVENANT FIRSTLY AND RESTRICTIONS SECONDLY AND THIRDLY, REFERRED TO: **The City of Sydney Council**



.....
Council Authorised Person

ePlan

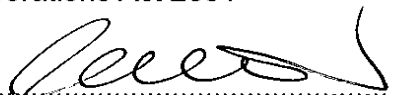
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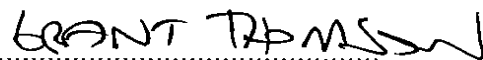
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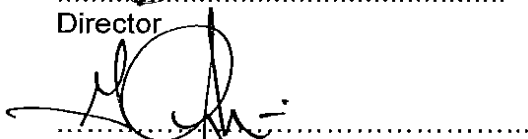
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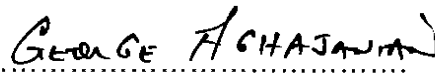
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EXECUTED by
Sydney Christian Life Centre Limited
(ACN: 002637069)
in accordance with Section 127 of the
Corporations Act 2001


.....
Director



.....
Name of Director (please print)



.....
Secretary

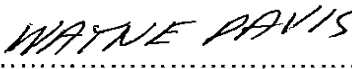

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Name of Secretary (please print)

EXECUTED on behalf of
The City of Sydney
By its Authorised Person



.....
Council Authorised Person

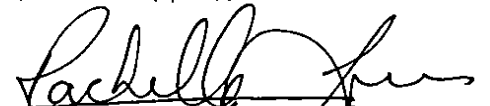

.....
Witness


.....
Name of Authorised Person


.....
Name of Witness

EXECUTED BY NATIONAL AUSTRALIA BANK LIMITED
ABN 12004 044 937 BY ITS ATTORNEY WHO
HOLDS THE POSITION OF LEVEL 2 ATTORNEY UNDER
POWER OF ATTORNEY BOOK 4512 NO.39. IN THE
PRESENCE OF:


.....
WITNESS:
MICK SERGENT
255 GEORGE ST SYDNEY


.....
ATTORNEY: RACHELE LEWIS

REGISTERED  28.01.2015

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN123591J

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

(A) **TORRENS TITLE**

For the common property CP/SP91752

(B) **LODGED BY**

Document Collection Box 1024D	Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors Suite 5:01, Level 5, 151 Castlereagh St LLPN 123 732S Sydney NSW 2000	CODE CH
	Reference: Strata Plan no.91752	

(C) The Owners-Strata Plan No. 91752 certify that pursuant to a resolution passed on 28/11/2017 and

(D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015

the by-laws are changed as follows—

(E) Repealed by-law No. By-law 1-55/Special By-law 1

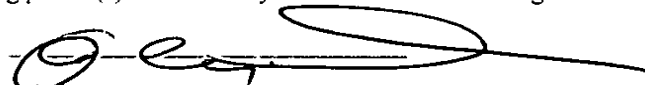
Added by-law No. By-law 1-53/Special By-law 1

Amended by-law No. _____

as fully set out below:

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 91752 was affixed on 29/1/2018 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: Michael McCormack

Authority: Strata Manager

Signature: _____

Name: _____

Authority: _____



Annexure 'A'

By-Laws for Strata Plan No 91752

By-Law 1 – Definitions and Interpretation..... 4
By-Law 2 – Noise..... 5
By-Law 3 – Vehicles etc. on common property 5
By-Law 4 – Obstruction of common property 5
By-Law 5 – Damage to lawns and plants on common property 5
By-Law 6 – Compensation for damage to common property 6
By-Law 7 – Changes to Common Property 6
By-Law 8 – Deposit rubbish etc. on common property 6
By-Law 9 – Reporting breakages of glass etc 6
By-Law 10 – Storage of flammable liquids 7
By-Law 11 – Appearance of lot 7
By-Law 12 – Screens, blinds, solar film etc..... 7
By-Law 13 – Not misuse lifts..... 7
By-Law 14 – Change in use of lot to be notified 7
By-Law 15 – No alteration to internal walls or structural features 7
By-Law 16 – Water closets and water apparatuses..... 7
By-Law 17 – Maintenance of air conditioning, ducting etc..... 7
By-Law 18 – Installation of air-conditioning, ducting etc 8
By-Law 19 – Strata Committee may ensure security..... 8
By-Law 20 – Keys..... 8
By-Law 21 – Not interfere with security and keep fire doors locked..... 9
By-Law 22 – Not interfere with firefighting equipment 9
By-Law 23 – Fire protection systems, smoke detectors etc..... 9
By-Law 24 – Signage on common property 9
By-Law 25 – Movement of goods..... 9
By-Law 26 – Invitees and licensees to comply with by-laws 9
By-Law 27 – Owners Corporation to provide for management of lots, common property
etc and appoint Building Manager 10
By-Law 28 – Building Manager Agreement 11
By-Law 29 – Strata Committee to make rules 11
By-Law 30 – Building rules 11
By-Law 31 – Notice of defects and accidents..... 11
By-Law 32 – Terms of Owners Corporation consents and approvals 11
By-Law 33 – Smoke penetration. 11
By-Law 34 – Behaviour of owners and occupiers..... 12
By-Law 35 – Children playing on common property in building 12
By-Law 36 – Hanging out of washing..... 12
By-Law 37 – Cleaning windows and doors..... 12
By-Law 38 – Moving furniture and other objects on or through common property 12
By-Law 39 – Garbage disposal 13
By-Law 40 – Keeping of animals..... 14
By-Law 41 – Provision of amenities or services 14



By-Law 42 – Traffic on common property..... 15
By-Law 43 – Access to a lot by the Owners Corporation..... 15
By-Law 44 – Landscaping..... 15
By-Law 45 – Restrictions on use of lot 15
By-Law 46 – Restricted areas of common property..... 16
By-Law 47 – Right of entry..... 16
By-Law 48 – Visitor car parking 16
By-Law 49 – Mechanical Ducting..... 16
By-Law 50 – Lifts 17
By-Law 51 – Insurance premiums..... 17
By-Law 52 – Storage 17
By-Law 53 – Requirement to comply with by-laws 17
Special by-law 1 - Minor Renovation by Owners - Delegation of Functions 18

1 Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:

"Act" means the Strata Schemes Management Act 2015;

"Air conditioning System" means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.

"Animal" means any animal including but not limited to dogs, cats, insects, reptiles or birds.

"Building" means the building as defined in the Act, the subject of these by-laws.

"Building Manager" means the person appointed by the Owners Corporation in accordance with section 66 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

"Carparking Owner" means the owner(s) from time to time of any car space in the strata scheme.

"Carparking Area" means the area dedicated for vehicle parking in or on the common property on the Strata Plan.

"Council" means The Council of the City of Sydney and other applicable authorities.

"Garbage Disposal Area" means the area dedicated for the storage of garbage on the common property on the Strata Plan.

"Mechanical Ducting" means the ducting and pipes servicing the Retail Lots including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires cables and ducts associated with the ducting or ducting motor/unit.

"Lot" means a lot in the strata scheme.

"Owners Corporation" means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.

"Plant Room" means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.

"Security Key" a key (including electronic key or swipe card) or **any other** security device enabling the Carparking Owner or any other owner or occupier of a lot in the Strata Plan access to the Carparking Area and/or the System.

"Strata Committee" means the Strata Committee as defined in the Act.

"Strata Plan" means the strata plan registered in respect of the building.

"Strata scheme" means the strata scheme as defined in the Act in respect of the Strata Plan.

1.2 In these by-laws, unless the context otherwise requires:

- a) headings are for convenience only and do not affect the interpretation of the by-laws;
- b) words importing the singular include the plural and vice versa;
- c) words importing a gender include any gender;
- d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- f) a reference to anything includes a part of that thing;
- g) a reference to any statute, Act, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

2 Noise

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

3 Vehicles etc. on common property

- 3.1 An owner or occupier of a lot shall not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation or as permitted by a sign authorised by the owners corporation.
- 3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended.

4 Obstruction of common property

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

5 Damage to lawns and plants on common property

- 5.1 An owner or occupier of a lot shall not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.
- 5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation use for his or her own purposes as a garden any portion of the common property.

6 Compensation for damage to common property

The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier. Any such amounts payable by way of compensation will be added to the owner's levy notice.

7 Changes to common property

7.1 An owner or person authorised by an owner may install, without the consent of the owners corporation:

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

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

7.3 Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

7.4 The owner of a lot must:

- a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

8 Deposit rubbish etc. on common property

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

8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

9 Reporting breakages of glass etc.

An owner or occupier of a lot shall immediately report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

10 Storage of flammable liquids

- 10.1 An owner or occupier of a lot shall not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other material.
- 10.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

11 Appearance of lot

An owner or occupier of a lot shall not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

12 Screens, blinds, solar film etc.

- 12.1 Subject to 12.2 an owner or occupier of a lot shall not erect, install; or apply any blinds, shutters, window treatments, security devices (including grilles and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation.
- 12.2 A white/off white coloured blackout roller blind shall not require the prior written approval of the Owners Corporation.

13 Not misuse lifts

An owner or occupier of a lot shall not misuse or permit to be misused any lift within or upon the common property and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

14 Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way (after obtaining necessary approvals) that may affect the insurance premiums for the strata scheme (for example, if the change in use results in a hazardous activity being carried out on a lot).

15 No alteration to internal walls or structural features

An owner or occupier of a lot shall not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval shall not be unreasonably withheld.

16 Water closets and water apparatuses

An owner or occupier of a lot shall not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and shall not deposit or throw any sweepings, rubbish, rags, napkins or any other similar article into that apparatus.

17 Maintenance of air conditioning, ducting etc

An owner or occupier must at its cost:

- a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System;

- b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;
- c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot;
- d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and
- e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

18 Installation of air-conditioning, ducting etc

The owner or occupier of the lot shall not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation.

19 Strata Committee may ensure security

The Strata Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any such part of the common property.

20 Keys

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- b) the Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of such reasonable charge as may be determined from time to time by the Strata Committee;
- c) the owner of a lot to whom any key or any operating system is given under this by-law must:
 - i) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
 - ii) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

21 Not interfere with security and keep fire doors locked

An owner or occupier of a lot shall not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

22 Not interfere with firefighting equipment

An owner or occupier of a lot shall not use or interfere with any fire hydrant or other firefighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

23 Fire protection systems, smoke detectors etc

23.1 An owner and occupier must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.

23.2 The owner or occupier must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

24 Signage on common property

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme.

25 Movement of goods

An owner or occupier of a lot will permit to be used for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Strata Committee.

26 Invitees and licensees to comply with by-laws

26.1 An owner or occupier of a lot which is the subject to a lease or licence agreement shall take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

26.2 An owner or occupier of a lot shall take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

27 Owners Corporation to provide for management of lots, common property etc. and appoint Building Manager

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the

lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Building Manager") under which the Building Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- b) the provision of services to owners or occupiers including, without limitation, the services of a handy person, room cleaning, the services of a real estate sales and leasing agent and property manager;
- c) the supervision of any employees and/or contractors of the Owners Corporation and supervising the strata scheme generally;
- d) the control and supervision of the common property generally;
- e) providing a letting, property management and sales service;
- f) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation; and
- g) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the Building Manager perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28 Building Manager Agreement

The Owners Corporation may:

- a) grant any consent with such conditions as are reasonably requested by the Building Manager,
- b) agree to vary the Building Manager agreement with the written consent of the Building Manager,
- c) pay the Building Manager the remuneration, fees and other consideration specified in the Building Manager agreement,
- d) grant the Building Manager an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('Building Manager's Area'), provided that:
 - i) The Building Manager's Area is used for the purpose of performing the caretaking duties:
 - ii)
 1. Garbage area
 2. Communication Room
 3. Other Common area store areas as required.
 - iii) the Building Manager is responsible for the maintenance and upkeep of the Building Manager's Area at its own cost,

- iv) the owner's corporation will pay operating costs in relation to the Building Manager Area, and
- v) this by-law may only be varied or repealed with the prior written consent of the Building Manager, and
- e) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the Building Manager perform its duties and exercise its powers in relation to the control, management and administration of the common property.

The owner or occupier of a lot must not:

- f) interfere with or obstruct the Building Manager from performing the Building Manager's duties under the agreement referred to in this by-law, or
- g) interfere with or obstruct the Building Manager from using any part of the common property designated by the owner's corporation for use by the Building Manager.

29 Strata Committee to make rules

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme.

30 Building rules

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

31 Notice of defects and accidents

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Building Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.

32 Terms of Owners Corporation consents and approvals

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

33 Smoke Penetration

- 33.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 33.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

34 Behaviour of owners and occupiers

- 34.1 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 34.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
- a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - b) without limiting paragraph (a), that invitees comply with clause (1).

35 Children playing on common property in building

- 35.1 Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- 35.2 An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

36 Hanging out of Washing

- 36.1 An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- 36.2 An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- 36.3 In this by-law: washing includes any clothing, towel, bedding or other article of a similar type.

37 Cleaning windows and doors

- 36.1 Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 36.2 The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

38 Moving furniture and other objects on or through common property

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

- 38.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 38.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

39 Garbage disposal

- 39.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the Lot on a regular basis.
- 39.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.
- 39.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:
- 39.3.1 permitted means and times for disposal;
 - 39.3.2 disposal routes;
 - 39.3.3 permitted pick-up areas (if any);
 - 39.3.4 location of garbage removal;
 - 39.3.5 storage of garbage;
 - 39.3.6 containment of garbage;
 - 39.3.7 regularity of garbage removal;
 - 39.3.8 segregation of garbage; and
 - 39.3.9 special garbage requirements,
- and may also incorporate or address other matter as determined by the Owners Corporation from time to time.
- 39.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or Building Manager appointed by the Owners Corporation, to:
- 39.4.1 remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
 - 39.4.2 clean the Garbage Disposal Area on at least a weekly basis; and
 - 39.4.3 conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.
- 39.5 An owner or occupier of a lot must:
- 39.5.1 comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

- 39.5.2 drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;
 - 39.5.3 dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;
 - 39.5.4 ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
 - 39.5.5 comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 41.3.
- 39.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.
- 39.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.
- 39.8 The collection of waste and recycling must only occur between 7:00am and 8:00pm weekdays and 9:00am and 5:00pm weekends and public holidays, to avoid noise disruption to the surrounding area.

40 Keeping of animals

- 40.1 Owners and occupiers may, with the prior consent of the Owner's Corporation keep or permit an Animal.
- 40.2 The Owners Corporation must not unreasonably withhold its approval for the keeping of an Animal.
- 40.3 Subject to By-Law 41.1, owners and occupiers must:
- 40.3.1 keep Animals within the confines of that owner's or occupier's Lot;
 - 40.3.2 clean up any waste or mess created by the Animal;
 - 40.3.3 tether and control the Animal if it is on any part of another Lot or Common Property; and
 - 40.3.4 take all appropriate steps to minimise noise or disturbance by the Animal to other owners and occupiers.

41 Provision of amenities or services

- 41.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:
- 41.1.1 window cleaning;
 - 41.1.2 garbage disposal and recycling services;
 - 41.1.3 electricity, water or gas supply; and
 - 41.1.4 telecommunication services (for example, cable television).

41.2 If the Owners Corporation makes a resolution referred to in subclause 43.1 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.

42 Traffic on common property

42.1 The Strata Committee has the power to:

42.1.1 impose a speed limit for traffic in common property;

42.1.2 impose reasonable restrictions on the use of common property driveways and parking areas;

42.1.3 install speed humps and other traffic control devices in common property; and

42.1.4 install signs in relation to parking and to control traffic in common property.

42.2 An owner or occupier of a lot shall comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Strata Committee.

42.3 An owner or occupier of a lot shall comply at all times with any car parking management plan implemented from time to time by the Strata Committee.

43 Access to a lot by the Owners Corporation

The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with section 122 of the Act.

44 Landscaping

The owners and occupiers must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot:

44.1.1 are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;

44.1.2 are regularly maintained and kept neat and tidy at all times;

44.1.3 are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and

44.1.4 do not hang or grow over the boundary of the lot.

45 Restrictions on use of lot

45.1 An occupier or owner of a lot must not (and is not entitled to) use any such lot as a brothel or massage parlour, restricted premises including for the sale or hire of adult restricted sexually explicit material such as videos or publications or entertainment of a sexually explicit nature.

45.2 The accommodation portion of the complex must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

- 45.3 No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots or bassinets.
- 45.4 The total number of adults residing in one unit shall not exceed twice the number of approved bedrooms.
- 45.5 If a unit contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.
- 45.6 An owner, tenant or Owners Corporation shall not permit a Building Manager or agent to advertise or organise for short term accommodation or share accommodation in the complex.
- 45.7 Car parking spaces may only be used for parking of vehicles related to residence in the unit with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

46 Restricted areas of common property

Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter the roof of the building or any Plant Room.

47 Right of entry

An owner or occupier of any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them ("**Authorised Contractor**"), together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to another Lot or Common Property or the Car Parking Area.

48 Visitor car parking

- 48.1 The owner or occupier of a lot shall ensure that any invitee or visitor of that owner or occupier will not park in the visitor's car park for a period exceeding 3 hours.
- 48.2 If visitor parking is not available, the owner or occupier of a lot will ensure that the invitees, licensees, etc. do not park in a car space owned by Car Parking Owners, and will make available parking for their invitees on their own allocation of car spaces.
- 48.3 No part of the common property, apart from the visitor vehicle spaces which are to be used only by visitors to the complex, and service vehicle spaces which are to be used only by service vehicles, is to be used for the parking or storage of vehicles or boats.

49 Mechanical Ducting

- 49.1 The owners and occupiers of the Retail Lots are conferred with the right of exclusive use and enjoyment of the Mechanical Ducting.
- 49.2 The Owners Corporation are responsible for the proper maintenance and keeping in a state of good and serviceable repair, of the Mechanical Ducting.

- 49.3 The owners of the relevant lot must pay for all costs incurred by the Owners Corporation in complying with by-law 51.2 and for the cost of operation of the motor associated with the Mechanical Ducting including the cleaning of the Mechanical Ducting.
- 49.4 Prior to connecting and utilising the Mechanical Ducting, each of the owners or occupiers of the relevant lots must obtain the written consent of the Strata Committee as to the manner and extent such owner will do so.
- 49.5 The owner or occupier of the relevant lot is conferred with the exclusive use and enjoyment of that part of the common property where the motor for the Mechanical Ducting exclusively servicing the relevant lot is fitted and installed.
- 49.6 The owner or occupier of the relevant lot shall maintain and keep clean that part of the common property where the motor for the hood ducting is fitted and installed.
- 49.7 Any exhaust system servicing an area where food is being cooked must discharge exhaust air at roof level.

50 Lifts

- 50.1 The lifts installed in the Strata Scheme shall be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme shall use such lifts contrary to this capacity.
- 50.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot shall first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective covers within the lift.
- 50.3 An owner or occupier of a lot shall not misuse or permit to be misused any lift in the strata scheme and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

51 Insurance premiums

- 51.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 51.2 If the Owners Corporation gives approval under this By-Law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

52 Storage

An owner or occupier of a lot shall not use any part of a lot designated for the use of storage for any purpose other than that designated.

53 Requirement to comply with by-laws

- 52.1 The by-laws for a strata scheme bind the owners corporation and the owners of lots in the strata scheme and any mortgagee or covenant chargee in possession, or tenant or occupier, of a lot to the same extent as if the by-laws:
- a) had been signed and sealed by the owners corporation and each owner and each such mortgagee, covenant chargee, tenant and occupier, and

b) contained mutual covenants to observe and perform all the provisions of the by-laws.

52.2 There is an implied covenant by the tenant of a lot or common property to comply with the by-laws for the strata scheme.

52.3 Division 4 of the Act provides for enforcement of the by-laws and application of penalties to a person who has contravened a by-law

52.4 In accordance with Section 52 of the Act, The Owners Corporation delegates authority to the Strata Managing Agent to give notice to an owner or occupier for contravention of a by-law.

Special by-law 1 - Minor Renovation by Owners – Delegation of Functions

In accordance with section 110 (6) (b) of the Act the Owners Corporation delegates its functions under Section 110 to the strata committee.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

FILM WITH 123591

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 91752 was affixed on 29/1/18 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: Michael McCormack..... Authority: **Strata Manager**

Signature: Name: Authority:



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2

Real Property Act 1900



AQ268339J

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

(A) TORRENS TITLE	For the common property CP/SP 91752	
(B) LODGED BY	Document Collection Box 1024D	Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors Suite 5:01, Level 5, 151 Castlereagh St LLPN 732S Sydney NSW 2000 Reference: Strata Plan No. 91752
		CODE CH

(C) The Owners-Strata Plan No. 91752 certify that a special resolution was passed on 13/4/2020
(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. Nil
Added by-law No. Special By-Law 4
Amended by-law No. Nil
as fully set out below:
See Annexure A

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A _____.

(G) The seal of The Owners-Strata Plan No. 91752 was affixed on 20/07/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

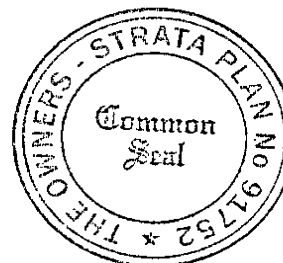
Name: Hugh McCormack

Authority: Strata Manager

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Annexure A - By-Laws for Strata Plan No 91752

Contents

1	Definitions and Interpretation	4
2	Noise	5
3	Vehicles etc. on common property	5
4	Obstruction of common property	5
5	Damage to lawns and plants on common property	6
6	Compensation for damage to common property	6
7	Changes to common property	6
8	Deposit rubbish etc. on common property	6
9	Reporting breakages of glass etc.	7
10	Storage of flammable liquids	7
11	Appearance of lot	7
12	Screens, blinds, solar film etc.	7
13	Not misuse lifts	7
14	Change in use of lot to be notified	7
15	No alteration to internal walls or structural features	8
16	Water closets and water apparatuses	8
17	Maintenance of air conditioning, ducting etc	8
18	Installation of air-conditioning, ducting etc.	8
19	Strata Committee may ensure security	8
20	Keys	8
21	Not interfere with security and keep fire doors locked	9
22	Not interfere with firefighting equipment	9
23	Fire protection systems, smoke detectors etc	9
24	Signage on common property	10
25	Movement of goods	10
26	Invitees and licensees to comply with by-laws	10
27	Owners Corporation to provide for management of lots, common property etc. and appoint Building Manager	10
28	Building Manager Agreement	11
29	Strata Committee to make rules	12
30	Building rules	12
31	Notice of defects and accidents	12
32	Terms of Owners Corporation consents and approvals	12
33	Smoke Penetration	12
34	Behaviour of owners and occupiers	12
35	Children playing on common property in building	13
36	Hanging out of Washing	13
37	Cleaning windows and doors	13
38	Moving furniture and other objects on or through common property	13
39	Garbage disposal	14
40	Keeping of animals	15
41	Provision of amenities or services	15
42	Traffic on common property	16
43	Access to a lot by the Owners Corporation	16
44	Landscaping	16



45	Restrictions on use of lot	16
46	Restricted areas of common property	17
47	Right of entry	17
48	Visitor car parking.....	17
49	Mechanical Ducting	18
50	Lifts	18
51	Insurance premiums.....	18
52	Storage.....	19
53	Requirement to comply with by-laws	19
	Special by-law 1 - Minor Renovation by Owners – Delegation of Functions.....	19
	Special by-law 2 – Hard Flooring Acoustic Standard (passed 18 December 2019)..	19
	Special by-law 3 – No Short-Term Rental Accommodation Arrangement (passed 18 December 2019)	23
	Special by-law 4 – Electronic Voting (passed 13 April 2020).....	27

1 Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:

"Act" means the Strata Schemes Management Act 2015;

"Air conditioning System" means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.

"Animal" means any animal including but not limited to dogs, cats, insects, reptiles or birds.

"Building" means the building as defined in the Act, the subject of these by-laws.

"Building Manager" means the person appointed by the Owners Corporation in accordance with section 66 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

"Carparking Owner" means the owner(s) from time to time of any car space in the strata scheme.

"Carparking Area" means the area dedicated for vehicle parking in or on the common property on the Strata Plan.

"Council" means The Council of the City of Sydney and other applicable authorities.

"Garbage Disposal Area" means the area dedicated for the storage of garbage on the common property on the Strata Plan.

"Mechanical Ducting" means the ducting and pipes servicing the Retail Lots including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires cables and ducts associated with the ducting or ducting motor/unit.

"Lot" means a lot in the strata scheme.

"Owners Corporation" means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.

"Plant Room" means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.

"Security Key" a key (including electronic key or swipe card) or **any other** security device enabling the Carparking Owner or any other owner or occupier of a lot in the Strata Plan access to the Carparking Area and/or the System.

"Strata Committee" means the Strata Committee as defined in the Act.

"Strata Plan" means the strata plan registered in respect of the building.

"Strata scheme" means the strata scheme as defined in the Act in respect of the

Strata Plan.

1.2 In these by-laws, unless the context otherwise requires:

- a) headings are for convenience only and do not affect the interpretation of the by-laws;
- b) words importing the singular include the plural and vice versa;
- c) words importing a gender include any gender;
- d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- f) a reference to anything includes a part of that thing;
- g) a reference to any statute, Act, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
- h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

2 Noise

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

3 Vehicles etc. on common property

- 3.1 An owner or occupier of a lot shall not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation or as permitted by a sign authorised by the owners corporation.
- 3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Road Transport (Vehicle Registration) Act 1997 or associated legislation as amended.

4 Obstruction of common property

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

5 Damage to lawns and plants on common property

- 5.1 An owner or occupier of a lot shall not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.
- 5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation use for his or her own purposes as a garden any portion of the common property.

6 Compensation for damage to common property

The owner of a lot shall be liable to compensate the Owners Corporation in respect of all damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier. Any such amounts payable by way of compensation will be added to the owner's levy notice.

7 Changes to common property

- 7.1 An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - b) any screen or other device to prevent entry of animals or insects on the lot, or
 - c) any structure or device to prevent harm to children.
- 7.2 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 7.3 Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- 7.4 The owner of a lot must:
 - a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

8 Deposit rubbish etc. on common property

- 8.1 An owner or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common

property.

- 8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

9 Reporting breakages of glass etc.

An owner or occupier of a lot shall immediately report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

10 Storage of flammable liquids

- 10.1 An owner or occupier of a lot shall not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other material.
- 10.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

11 Appearance of lot

An owner or occupier of a lot shall not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

12 Screens, blinds, solar film etc.

- 12.1 Subject to 12.2 an owner or occupier of a lot shall not erect, install; or apply any blinds, shutters, window treatments, security devices (including grilles and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation.
- 12.2 A white/off white coloured blackout roller blind shall not require the prior written approval of the Owners Corporation.

13 Not misuse lifts

An owner or occupier of a lot shall not misuse or permit to be misused any lift within or upon the common property and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

14 Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way (after obtaining necessary approvals) that may affect the insurance premiums for the strata scheme (for example, if the change in use results in a hazardous activity being carried out on a lot).

15 No alteration to internal walls or structural features

An owner or occupier of a lot shall not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval shall not be unreasonably withheld.

16 Water closets and water apparatuses

An owner or occupier of a lot shall not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and shall not deposit or throw any sweepings, rubbish, rags, napkins or any other similar article into that apparatus.

17 Maintenance of air conditioning, ducting etc

An owner or occupier must at its cost:

- a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System;
- b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;
- c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot;
- d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and
- e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

18 Installation of air-conditioning, ducting etc

The owner or occupier of the lot shall not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation.

19 Strata Committee may ensure security

The Strata Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any such part of the common property.

20 Keys

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- b) the Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of such reasonable charge as may be determined from time to time by the Strata Committee;
- c) the owner of a lot to whom any key or any operating system is given under this by-law must:
 - i) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
 - ii) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

21 Not interfere with security and keep fire doors locked

An owner or occupier of a lot shall not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

22 Not interfere with firefighting equipment

An owner or occupier of a lot shall not use or interfere with any fire hydrant or other firefighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

23 Fire protection systems, smoke detectors etc

23.1 An owner and occupier must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.

23.2 The owner or occupier must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

24 Signage on common property

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme.

25 Movement of goods

An owner or occupier of a lot will permit to be used for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Strata Committee.

26 Invitees and licensees to comply with by-laws

26.1 An owner or occupier of a lot which is the subject to a lease or licence agreement shall take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

26.2 An owner or occupier of a lot shall take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

27 Owners Corporation to provide for management of lots, common property etc. and appoint Building Manager

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Building Manager") under which the Building Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- b) the provision of services to owners or occupiers including, without limitation, the services of a handy person, room cleaning, the services of a real estate sales and leasing agent and property manager;
- c) the supervision of any employees and/or contractors of the Owners Corporation and supervising the strata scheme generally;
- d) the control and supervision of the common property generally;

- e) providing a letting, property management and sales service;
- f) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation; and
- g) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the Building Manager perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28 Building Manager Agreement

The Owners Corporation may:

- a) grant any consent with such conditions as are reasonably requested by the Building Manager,
- b) agree to vary the Building Manager agreement with the written consent of the Building Manager,
- c) pay the Building Manager the remuneration, fees and other consideration specified in the Building Manager agreement,
- d) grant the Building Manager an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('Building Manager's Area'), provided that:
 - i) The Building Manager's Area is used for the purpose of performing the caretaking duties:
 - ii)
 - 1. Garbage area
 - 2. Communication Room
 - 3. Other Common area store areas as required.
 - iii) the Building Manager is responsible for the maintenance and upkeep of the Building Manager's Area at its own cost,
 - iv) the owner's corporation will pay operating costs in relation to the Building Manager Area, and
 - v) this by-law may only be varied or repealed with the prior written consent of the Building Manager, and
- e) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the Building Manager perform its duties and exercise its powers in relation to the control, management and administration of the common property.

The owner or occupier of a lot must not:

- f) interfere with or obstruct the Building Manager from performing the Building Manager's duties under the agreement referred to in this by-law, or

- g) interfere with or obstruct the Building Manager from using any part of the common property designated by the owner's corporation for use by the Building Manager.

29 Strata Committee to make rules

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme.

30 Building rules

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

31 Notice of defects and accidents

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Building Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.

32 Terms of Owners Corporation consents and approvals

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

33 Smoke Penetration

- 33.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 33.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

34 Behaviour of owners and occupiers

- 34.1 An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 34.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

b) without limiting paragraph (a), that invitees comply with clause (1).

35 Children playing on common property in building

- 35.1 Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- 35.2 An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

36 Hanging out of Washing

- 36.1 An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- 36.2 An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- 36.3 In this by-law: washing includes any clothing, towel, bedding or other article of a similar type.

37 Cleaning windows and doors

- 36.1 Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- 36.2 The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

38 Moving furniture and other objects on or through common property

- 38.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 38.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 38.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

39 Garbage disposal

39.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the Lot on a regular basis.

39.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.

39.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:

39.3.1 permitted means and times for disposal;

39.3.2 disposal routes;

39.3.3 permitted pick-up areas (if any);

39.3.4 location of garbage removal;

39.3.5 storage of garbage;

39.3.6 containment of garbage;

39.3.7 regularity of garbage removal;

39.3.8 segregation of garbage; and

39.3.9 special garbage requirements,

and may also incorporate or address other matter as determined by the Owners Corporation from time to time.

39.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or Building Manager appointed by the Owners Corporation, to:

39.4.1 remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;

39.4.2 clean the Garbage Disposal Area on at least a weekly basis; and

39.4.3 conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.

39.5 An owner or occupier of a lot must:

39.5.1 comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

39.5.2 drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;

39.5.3 dispose of recyclable material in recycling bins (if any) in the

Garbage Disposal Area;

- 39.5.4 ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
 - 39.5.5 comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 41.3.
- 39.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.
- 39.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.
- 39.8 The collection of waste and recycling must only occur between 7:00am and 8:00pm weekdays and 9:00am and 5:00pm weekends and public holidays, to avoid noise disruption to the surrounding area.

40 Keeping of animals

- 40.1 Owners and occupiers may, with the prior consent of the Owner's Corporation keep or permit an Animal.
- 40.2 The Owners Corporation must not unreasonably withhold its approval for the keeping of an Animal.
- 40.3 Subject to By-Law 41.1, owners and occupiers must:
- 40.3.1 keep Animals within the confines of that owner's or occupier's Lot;
 - 40.3.2 clean up any waste or mess created by the Animal;
 - 40.3.3 tether and control the Animal if it is on any part of another Lot or Common Property; and
 - 40.3.4 take all appropriate steps to minimise noise or disturbance by the Animal to other owners and occupiers.

41 Provision of amenities or services

- 41.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:
- 41.1.1 window cleaning;
 - 41.1.2 garbage disposal and recycling services;
 - 41.1.3 electricity, water or gas supply; and
 - 41.1.4 telecommunication services (for example, cable television).

41.2 If the Owners Corporation makes a resolution referred to in subclause 43.1 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.

42 Traffic on common property

42.1 The Strata Committee has the power to:

42.1.1 impose a speed limit for traffic in common property;

42.1.2 impose reasonable restrictions on the use of common property driveways and parking areas;

42.1.3 install speed humps and other traffic control devices in common property; and

42.1.4 install signs in relation to parking and to control traffic in common property.

42.2 An owner or occupier of a lot shall comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Strata Committee.

42.3 An owner or occupier of a lot shall comply at all times with any car parking management plan implemented from time to time by the Strata Committee.

43 Access to a lot by the Owners Corporation

The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with section 122 of the Act.

44 Landscaping

The owners and occupiers must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot:

44.1.1 are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;

44.1.2 are regularly maintained and kept neat and tidy at all times;

44.1.3 are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and

44.1.4 do not hang or grow over the boundary of the lot.

45 Restrictions on use of lot

45.1 An occupier or owner of a lot must not (and is not entitled to) use any such lot as a brothel or massage parlour, restricted premises including for the sale or hire of adult restricted sexually explicit material such as videos or publications or entertainment of

a sexually explicit nature.

- 45.2 The accommodation portion of the complex must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.
- 45.3 No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots or bassinets.
- 45.4 The total number of adults residing in one unit shall not exceed twice the number of approved bedrooms.
- 45.5 If a unit contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.
- 45.6 An owner, tenant or Owners Corporation shall not permit a Building Manager or agent to advertise or organise for short term accommodation or share accommodation in the complex.
- 45.7 Car parking spaces may only be used for parking of vehicles related to residence in the unit with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

46 Restricted areas of common property

Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter the roof of the building or any Plant Room.

47 Right of entry

An owner or occupier of any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them ("**Authorised Contractor**"), together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to another Lot or Common Property or the Car Parking Area.

48 Visitor car parking

- 48.1 The owner or occupier of a lot shall ensure that any invitee or visitor of that owner or occupier will not park in the visitor's car park for a period exceeding 3 hours.
- 48.2 If visitor parking is not available, the owner or occupier of a lot will ensure that the invitees, licensees, etc. do not park in a car space owned by Car Parking Owners, and will make available parking for their invitees on their own allocation of car spaces.
- 48.3 No part of the common property, apart from the visitor vehicle spaces which are to be used only by visitors to the complex, and service vehicle spaces which are to be used only by service vehicles, is to be used for the parking or storage of

vehicles or boats.

49 Mechanical Ducting

- 49.1 The owners and occupiers of the Retail Lots are conferred with the right of exclusive use and enjoyment of the Mechanical Ducting.
- 49.2 The Owners Corporation are responsible for the proper maintenance and keeping in a state of good and serviceable repair, of the Mechanical Ducting.
- 49.3 The owners of the relevant lot must pay for all costs incurred by the Owners Corporation in complying with by-law 51.2 and for the cost of operation of the motor associated with the Mechanical Ducting including the cleaning of the Mechanical Ducting.
- 49.4 Prior to connecting and utilising the Mechanical Ducting, each of the owners or occupiers of the relevant lots must obtain the written consent of the Strata Committee as to the manner and extent such owner will do so.
- 49.5 The owner or occupier of the relevant lot is conferred with the exclusive use and enjoyment of that part of the common property where the motor for the Mechanical Ducting exclusively servicing the relevant lot is fitted and installed.
- 49.6 The owner or occupier of the relevant lot shall maintain and keep clean that part of the common property where the motor for the hood ducting is fitted and installed.
- 49.7 Any exhaust system servicing an area where food is being cooked must discharge exhaust air at roof level.

50 Lifts

- 50.1 The lifts installed in the Strata Scheme shall be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme shall use such lifts contrary to this capacity.
- 50.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot shall first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective covers within the lift.
- 50.3 An owner or occupier of a lot shall not misuse or permit to be misused any lift in the strata scheme and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.

51 Insurance premiums

- 51.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 51.2 If the Owners Corporation gives approval under this By-Law, it may make

conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

52 Storage

An owner or occupier of a lot shall not use any part of a lot designated for the use of storage for any purpose other than that designated.

53 Requirement to comply with by-laws

52.1 The by-laws for a strata scheme bind the owners corporation and the owners of lots in the strata scheme and any mortgagee or covenant chargee in possession, or tenant or occupier, of a lot to the same extent as if the by-laws:

- a) had been signed and sealed by the owners corporation and each owner and each such mortgagee, covenant chargee, tenant and occupier, and
- b) contained mutual covenants to observe and perform all the provisions of the by-laws.

52.2 There is an implied covenant by the tenant of a lot or common property to comply with the by-laws for the strata scheme.

52.3 Division 4 of the Act provides for enforcement of the by-laws and application of penalties to a person who has contravened a by-law

52.4 In accordance with Section 52 of the Act, The Owners Corporation delegates authority to the Strata Managing Agent to give notice to an owner or occupier for contravention of a by-law.

Special by-law 1 - Minor Renovation by Owners – Delegation of Functions

In accordance with section 110 (6) (b) of the Act the Owners Corporation delegates its functions under Section 110 to the strata committee.

Special by-law 2 – Hard Flooring Acoustic Standard (passed 18 December 2019)

1.1 In this by-law:

- (a) **Acoustic Standard** means minimum impact sound insulation performance of a Weighted Standardised Impact Sound Pressure Level when measured in accordance with ISO 140-7:2006 and rated to ISO 717-2:2004
- (b) **Approved Acoustical Consultant** means an Acoustic Consultant that has been approved by the Strata Committee for performing all acoustic tests that are required to prove compliance with the Acoustic Standard specified in this or any other by-law, as set out in the Schedule of Approved Acoustical Consultants, to be updated by the Strata Committee from time to time
- (c) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot
- (d) **Hard Flooring** means any flooring material that is not carpet
- (e) **Insurance** means:

- i. Contractors all risk insurance in the sum of \$10,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
 - ii. Insurance required under the Home Building Act 1989 and if permissible by the insurer noting the Owners Corporation as an Interested party; and
 - iii. Workers compensation insurance, if required.
- (f) **Lot** means a lot in strata scheme 91752
- (g) **Owner or Occupier** means the owner or occupier of a Lot from time to time
- (h) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 91752
- (i) **Strata Committee** means that strata committee of the Owners Corporation as appointed from time to time
- (j) **Required Documents** means:
 - i. Existing plans, specifications, drawings;
 - ii. Proposed plans, specifications and drawings and manufacturer's details;
 - iii. A description and scope of works;
 - iv. Specifications and manufacturer's details for waterproof membrane regarding the installation of flooring surfaces;
 - v. Preliminary acoustical test, if performed prior to installation; and
 - vi. Any other document reasonably required by the Owners Corporation.
- (k) **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective lot including (but not limited to) parquetry, linoleum, tiles, cork, marble, floating timber, or the like.

1.2 In this by-law a word which denotes:

- (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 Strata Schemes Management Act 2015; and
- (d) References to legislation includes references to amending and replacing legislation.

Part 2 – GRANT OF RIGHT

2.1 An Owner or Occupier must not install Hard Flooring except in accordance with Part 3 of this by-law.

Part 3 – MINIMUM ACOUSTIC STANDARD

- 3.1 Without limiting the requirements of this by-law, if an Owner of a lot wishes to install Hard Flooring within that lot, the Owner must take all reasonable efforts to ensure that before installation any such floor finish (including insulation) when installed will achieve an Acoustic Standard of not more than 45 (i.e. $L'nT,w \leq 45$)
- 3.2 If a by-law of the Scheme approving works to a specific lot stipulates the requirement that new Flooring included in such works must achieve an Acoustic Standard of less than 45 (i.e. a stricter standard than what is set out in this by-law) as a condition of the approval of such works, then the Acoustic Standard stipulated in that by-law will apply for those works

- 3.3 If a by-law of the Scheme approving works to a specific lot stipulates the requirement that new flooring included in such works must achieve an Acoustic Standard of more than 45 (i.e. a less strict standard than what is set out in this by-law) as a condition of the approval of such works, then the Acoustic Standard stipulated in this by-law will apply for those works
- 3.4 It is recommended that prior to the installation of Hard Flooring that an Owner of a lot engages an Approved Acoustical Consultant to conduct preliminary testing at the lot to advise as to whether the flooring and insulation intended for the installation will achieve the required Acoustic Standard in that particular lot, noting that there are often significant discrepancies between the Acoustic Standard that a manufacturer advises its flooring and insulation products will achieve and the actual Acoustic Standard that is achieved when such products are installed in a given location, given the differences between aspects of buildings such as floor and wall thickness that affect the transmission of noise
- 3.5 After the installation of Hard Flooring, the Owner must engage an Approved Acoustical Consultant to conduct acoustic testing and provide certification to demonstrate that the Hard Flooring and insulation, as installed, has achieved the Acoustic Standard required under this by-law or any other applicable by-law of the Scheme

Part 4 – WATERPROOFING STANDARD

- 4.1 If the Works involving the laying of new flooring are within the bathroom, kitchen, laundry and lavatory areas of their respective Lot, an Owner or Occupier must install waterproofing membranes that are of high quality and sufficient to prevent the transmission of moisture into adjacent common property areas or adjoining lots

Part 5 – WATERPROOFING STANDARD

- 5.1 Before commencement of the Works the Owner or Occupier must:
- (a) Provide the Required Documents to the Owners Corporation not less than 28 days before the commencement of the Works;
 - (b) Obtain approval for the Works from the Owners Corporation;
 - (c) If the Works add to, alter or erect new structures or affect the common property, the Owner or Occupier will be required to obtain approval for the Works from the Owners Corporation by way of a motion under section 108 of the Act and/or a by-law under sections 142, 142 and/or section 108 of the Act;
 - (d) Obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation; and
 - (e) Ensure all persons employed or contracted to perform the work are covered by the insurance policies required by this By-law and under all applicable laws and regulations and that a copy of the certificates of these polices has been provided to the Owners Corporation.

Part 6 – DURING CONSTRUCTION

- 6.1 Whilst the Works are in progress the Owner or Occupier must:
- (a) Use duly licensed employees, contractors or agents to conduct the Works and

- (b) supply their contact details before each of them commences their work;
- (b) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (c) Use reasonable endeavours to cause as little disruption as possible;
- (d) Perform the Works during times reasonably approved by the Owners Corporation;
- (e) Perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) Transport all construction materials equipment and debris in the manner reasonably directed 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 lot owner other than as approved in this by-law and if this happens the Owner or Occupier must rectify that interference or damage within a reasonable period of time; and
- (i) Not vary the Works without first obtaining the consent in writing from the Owners Corporation.

Part 7 – AFTER CONSTRUCTION

7.1 After the Works have been completed the Owner or Occupier must without unreasonable delay:

- (a) Notify the Owners Corporation that the Works have been completed;
- (b) 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 have been rectified;
- (c) Provide a copy of the acoustic tests and certifications from an Approved Acoustical Consultant to prove that the Hard Flooring and insulation, as installed, has achieved the Acoustic Standard required under this by-law or any other applicable by-law of the Scheme;
- (d) Provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
- (e) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

Part 8 – FAILURE TO COMPLY WITH BY-LAW

8.1 If an owner or occupier fails to comply with any obligation under this by-law (including the obligation under 7.1(c) to provide a copy of acoustic tests and certifications to prove that the Hard Flooring and insulation, as installed, has achieved the Acoustic Standard required under this by-law or any other applicable by-law of the Scheme) then the Strata Committee may:

- (a) Request, in writing, that the owner or occupier comply with the terms of the by-law;
- (b) Enter the lot and carry out any acoustic testing if it deems appropriate. The Owner must provide access to their lot within a reasonable time after the request for access has been served on the owner;
- (c) Without prejudice to any other rights, enter upon any of the parcel, including

- the Owner's lot, to carry out reasonable work, including the installation of carpet over any floor surface in the lot, to ensure that the lot complies with the Acoustic Standard required by this or any other by-law of the Scheme; and
- (d) Recover the costs of carrying out that work from the owner as a debt due.

8.2 The Strata Committee may resolve, at its discretion, to deem that an Owner has complied with the by-law even if the Owner's Hard Flooring as installed cannot be proven to have achieved the Acoustic Standard required under this by-law or any other applicable by-law of the Scheme if:

- (a) The Owner had taken reasonable measures to ensure that their Hard Flooring as installed will achieve the applicable Acoustic Standard.
- (b) The Owner has provided acoustic tests and certifications that prove that the Hard Flooring and insulation, as installed, has achieved an Acoustic Standard no more than three points outside of the Acoustic Standard required under this by-law or any other applicable by-law of the Scheme.

8.3 If the Strata Committee deems an Owner to have complied with the by-law according to sub-clause 8.2, then the Owners Corporation will no longer be able to exercise the powers granted to it under sub-clause 8.1 against the Owner.

Part 9 – BEHAVIOUR OF OWNERS AND OCCUPIERS

9.1 Owners and occupiers must take all reasonable measures to ensure that they and their invitees inhibit the transmission of noise from activities inside the lot to other lots including, as appropriate:

- (a) The removal of shoes likely to transmit noise;
- (b) Preventing or minimising vibrations emitted from the use of stereos, televisions, furniture or machinery; and
- (c) Preventing or minimising any other noise likely to cause a nuisance to another owner or occupier as a result of the use of their lot.

Part 10 – INDEMNITY BY OWNERS OR OWNERS CORPORATION

10.1 An Owner installing Hard Flooring must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal, relocation or replacement of any floor finish to their lot including any liability in respect of the property of the Owner or any occupier of the lot.

10.2 An Owner installing Hard Flooring must also indemnify the owners corporation against any application or legal proceedings in relation to unacceptable noise levels including for any action under section 153 of the Act in breach of this by-law.

Special by-law 3 – No Short-Term Rental Accommodation Arrangement (passed 18 December 2019)

Interpretation

1.1 In this by-law, unless a contrary intention appears:

“**Act**” means the Strata Schemes Management Act 2015;

“**Building**” means the building and common property comprising the Strata Plan;

“Governmental Agency” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

“Lot” means a lot or part of a lot in the Strata Plan;

“Occupier” means an occupier of a Lot pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

“Occupier’s Principal Place of Residence” means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Occupier;

“Online booking service” means a person who provides an online booking service that enables persons to enter into short-term rental accommodation arrangements;

“Owner” means an owner of a Lot unless otherwise indicated;

“Owner’s Principal Place of Residence” means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Owner;

“Property Agent” means the property manager, leasing agent or facilitator acting as agent for an Owner or Occupier of a Lot in respect of the lawful leasing of that Lot according to the by-laws;

“residential premises” means a Lot which comprises a residence;

“Security Key” means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communication system in the Building;

“short-term rental accommodation” means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);

“short-term rental accommodation arrangement” means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the (relevant Fair Trading Act 1987) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

“Strata Plan” means Strata Plan No. 91752.

1.2 In this by-law, unless the context otherwise requires:

- a. headings are for convenience only and do not affect the interpretation of the by-law;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;

- e. a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes a part of that thing;
- g. a reference to any statute, act, regulation, proclamation, ordinance or by-law includes all statutes, acts, regulations, proclamations, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;
- h. "include" or "including" and any variation of those words are not words of limitation;
- i. if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect; and
- j. any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

Scope of By-law

- 2.1 An Owner for whom their lot is not that Owner's Principal Place of Residence must not:
 - a. enter into any short-term rental accommodation arrangement regarding that Lot; nor
 - b. permit any Occupier of the Lot for whom the Lot is not that Occupier's Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
 - c. permit any Property Agent of the Owner or Occupier for whom the Lot is not their Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
 - d. permit any other agent acting for the Owner or Occupier of a type referred to in clause 2.1.c. to enter into any short-term rental accommodation arrangement regarding the Lot;
 - e. list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.
- 2.2 An Occupier for whom the Lot is not that Occupier's Principal Place of Residence must not:
 - a. enter into any short-term rental accommodation arrangement regarding that Lot; nor
 - b. permit any Occupier of the Lot for whom the Lot is not that Occupier's Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor

- c. permit any Property Agent of the Owner or Occupier for whom the Lot is not their Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- d. permit any other agent acting for the Owner or Occupier of a type referred to in clause 2.1.c. to enter into any short-term rental accommodation arrangement regarding the Lot;
- e. list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.

2.3 An Owner for whom their Lot is not the Owner's Principal Place of Residence and who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of their Lot must ensure all such agreements:

- a. are not inconsistent with and do not breach clause 2 of this by-law; and
- b. legally bind their Occupier and sub-tenants and their Property Agent and/or other agents (if applicable) to compliance with this by-law.

Liability and Indemnity

3.1 Owners and Occupiers jointly and severally will be liable for any damage to the common property in the Strata Plan and/or a Lot and for loss or damage to personal property suffered as a result of their breach of this by-law.

3.2 Owners severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:

- a. short-term rental accommodation arrangements prohibited in this by-law and conducted from their Lot;
- b. their Occupiers' occupancy of their Lot in breach of this by-law;
- c. occupancy of their Lot by Occupiers' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
- d. listing a Lot to which this by-law applies on any Online booking service;
- e. the exercise of its rights under this by-law; and
- f. enforcement of this by-law.

3.3 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:

- a. the power to prohibit Owners and Occupiers and others from enabling or engaging in short-term rental accommodation arrangements according to this by-law;
- b. the power and duty to report every short-term rental accommodation arrangement prohibited in this by-law to the relevant Government Agency/ies and engage in whatever investigative and legal action may be necessary to stop the short-term rental accommodation arrangement;

- c. the authority to:
- i. issue a notice to the relevant Owner or Occupier and relevant Property Agent (if applicable) if it is reasonably suspected that the Lot is listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement;
 - ii. issue a notice to the relevant Owner or Occupier and relevant Property Agent (if applicable) that short-term rental accommodation arrangements are reasonably suspected to be occurring in the relevant Lot and demand that the short-term rental accommodation arrangements cease immediately;
 - iii. instruct the Owner or Occupier or their Property Agent (if applicable) to deliver an eviction notice to persons not authorised to occupy the Lot according to this by-law;
 - iv. if the short-term rental accommodation arrangement does not cease immediately on the relevant Owner, Occupier or Property Agent (if applicable) being informed of the continuing activity prohibited in this by-law - de-activate Security Keys which continue to be used to access common property by persons not authorised to do so; and
 - v. be indemnified by Owners from all claims arising from the actions taken pursuant to this by-law;
- d. for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses b. and c. and this sub-clause d. of this clause from the respective Owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

Special by-law 4 – Electronic Voting (passed 13 April 2020)

- 1.1 The Owners Corporation may adopt the following means of voting on a matter to be determined by the Owners Corporation:
- (a) Voting by electronic means considered by the secretary of the owners corporation or the strata committee to be appropriate, while participating in a general meeting from a remote location; and
 - (b) Voting by electronic means considered by the secretary or strata committee to be appropriate, before the general meeting at which the matter (not being an election) is to be determined by the Owners Corporation.
- 1.2 The Owners Corporation may adopt the following means of voting on a matter to be determined by the strata committee:
- (c) Voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, while participating in a strata committee meeting from a remote location; and

- (d) Voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, before the strata committee meeting at which the matter is to be determined.
- 1.3 The secretary of the owners corporation or strata committee may direct the strata managing agent of the scheme to take all necessary steps to convene general meetings and strata committee meetings for the scheme by electronic means and to enable voting to occur in accordance with the means identified in this by-law.

A handwritten signature in black ink, appearing to read 'A. B. Jones', followed by a long horizontal flourish.

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant: INFOTRACK PTY LIMITED

Your reference: 4418695

Address of property: 32-38 Rothschild Avenue , ROSEBERY NSW 2018

Owner: THE OWNERS - STRATA PLAN NO 91752

Description of land: Lot 3 DP 1196016, Lots 1-142 SP 91752

Certificate No.: 202330112

Certificate Date: 12/01/23

Receipt No: 0210970

Fee: \$80.00

Paid: 12/01/23

Title information and description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

Employment Zones Reform Implementation

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal – Performance Standards for Net Zero Energy Buildings

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development.

The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

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

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,

- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.

- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning

vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

<ul style="list-style-type: none"> ▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021 	NO
<ul style="list-style-type: none"> ▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 	YES
<ul style="list-style-type: none"> ▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*

Clause 1.12 does not apply to the land in the City of Sydney LGA

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code, Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO

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Housing Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development 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 that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

- (1)
 - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
 - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.
 - (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.
- (2) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.**(9) Flood related development controls information.**

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	NO
Property is outside the flood planning area	NO
Property is within a buffer zone	UNKNOWN

- (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.

Property is between the flood planning area and probable maximum flood.	NO
Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	UNKNOWN

(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 authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council: The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 *does not* apply to the land to which the certificate relates.

(22) Site compatibility certificates and development conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:
former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:

The land the subject of this s10.7 (5) Certificate contains, or has contained, contaminants identified in one or more reports or records held by Council. Further information may be sought through the City's document access procedures.

Hazard Risk Restriction:

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps.

Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information

In relation to this property, there **is** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there is an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Neighbourhood Parking Policy

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

ADVICE FROM OTHER BODIES

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer

City of Sydney

G.P.O. Box 1591

Sydney NSW 2000

End of Document

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER

Under Section 735a of the Local Government Act, 1993 and Section 121zp of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your ref:	4418695
Address of property:	32-38 Rothschild Avenue , ROSEBERY NSW 2018
Owner:	THE OWNERS - STRATA PLAN NO 91752
Description of land:	Lot 3 DP 1196016, Lots 1-142 SP 91752
Certificate No.:	202350018
Certificate Date:	12/01/23
Receipt No:	0210971
Fee:	\$133.00
Paid:	12/01/23

Title information, description, dimensions and area of land are provided from data supplied by the Valuer General and shown where available.

A handwritten signature in black ink, appearing to be 'EM'.

Issuing Officer
per Monica Barone
Chief Executive Officer

CERTIFICATE ENQUIRES:

Ph: 9265 9333
Fax: 9265 9415

Certificate Number: 202350018

**CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER
UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION
121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

THIS CERTIFICATE IS CURRENT AS AT 12.00 NOON TWO WORKING DAYS PRIOR TO
THE DATE OF ISSUE.

An Order of type No.1 under Schedule 5, Part 2 of the Environmental Planning and
Assessment Act 1979 has been issued in relation to this property. The terms of the order are
as follows:

The terms of the building product rectification order are:

1. REMOVE AND REPLACE EXTERNAL COMBUSTIBLE CLADDING

1.01 Submission Details of Proposed Replacement Cladding

Details of the proposed replacement cladding material (and any related materials
between the external wall cladding and primary wall structure) and the manner in
which it is to be replaced shall be submitted to Council for approval prior to initiation
of any site building works or activities;

Any proposed replacement cladding material (including all components incorporated therein
including the facade covering, framing and insulation) must accord with the requirements of
the National Construction Code 2019, Building Code of Australia - Volume One (NCC), and
needs to be supported by the following:

Proposed replacement cladding submission details are to include:

- (1) Sample board of replacement cladding material(s);
- (2) A statement from an Accredited Certifier – Fire Safety or an Accredited Building
Surveyor – Unrestricted stating that the new cladding material (and any related
materials incorporated therein including the facade covering, framing and insulation)
used to re-clad the building is suitable and complies with the relevant requirements of
the NCC (including but not limited to compliance with Part A5 of the NCC);
- (3) Architectural plans including a site plan and elevations showing the location of cladding
to be removed and replaced;
- (4) Material product specification (fire testing reports/install requirements/any product
limitations);

Certificate Number: 202350018

- (5) Site management procedures (which are to accord with the relevant requirements of Schedule 1 attached to this order).

(Works to be completed as part of Stage 1)

1.02 Remove External Combustible Cladding

Following approval and compliance with the requirements of term 1.01 of this order, all existing external combustible cladding material (and any related combustible order incorporated therein including the facade covering, framing and insulation) applied to any of the building's external walls or to any other specified external areas of the building shall be removed from the subject premises;

The removal of the combustible cladding material (and any related combustible materials between the external combustible cladding and primary wall or structure) shall be carried out in accordance with the requirements provided under Schedule 1 attached to this order.

(Works to be completed as part of Stage 2)

1.03 Installation of Replacement Non-Combustible Cladding Material

Following approval and compliance with the requirements of terms 1.01 and 1.02 of this order the replacement cladding material shall be installed on the premises;

All replacement cladding material (and any related materials incorporated therein including the facade covering, framing and insulation) must accord with the requirements of the NCC;

The replacement of the cladding material (and any related materials between the external cladding and primary wall or structure) applied to the building's external walls or to any other external area façade shall be carried out in accordance with the requirements of the approval given under term 1.01 (above) and Schedule 1 attached to this order.

(Works to be completed as part of Stage 2)

1.04 Certification of Non-Combustible External Cladding

That upon completion of the works of this order appropriate certification shall be submitted to Council for approval;

The certification shall be in a form approved by Council and be from an Accredited Certifier – Fire Safety or an Accredited Building Surveyor – Unrestricted that certifies that the replacement cladding material, (and any supplementary substrate material) has been installed – (inclusive of the method of installation) in accordance with the design statement and manufacturers/ engineers fixing specifications.

Certificate Number: 202350018

The certification is to confirm that the replacement material (including all components incorporated therein including the facade covering, framing and insulation) is deemed suitable and complies with the relevant requirements of the NCC (including but not limited to compliance with Part A5 of the NCC).

(Works to be completed as part of Stage 3)

Council is pursuing compliance with the terms of the order. Further details can be obtained by contacting Marko Konjevic on .

File Number: FIRE/2021/25

Date: 4 June 2021

An Order of type No.1 under Schedule 5, Part 2 of the Environmental Planning and Assessment Act 1979 has been issued in relation to this property. The terms of the order are as follows:

Terms:

The terms of the Order are:

THE SPECIFIED WORKS

1. SAFETY OF PERSONS IN THE EVENT OF FIRE

1.01 Fire Safety Audit/Final Fire Safety Certificate

- (1) The Owner shall coordinate an inspection by an appropriately qualified person to audit of all required fire safety measures installed within the building and contained within the Fire Safety Schedule attached to this Order; and
- (2) The Owner shall undertake all such remedial works necessary to ensure that those required fire safety measures contained within the attached Fire Safety Schedule are capable of operating/performing to at least the standard for which the measure was originally designed and implemented; and
- (3) A Final Fire Safety Certificate shall be submitted to Council, to the effect that each essential fire safety measure specified in the current Fire Safety Schedule for the building to which the certificate relates;
 - (a) has been assessed by an accredited practitioner (fire safety), or other appropriately qualified person (where relevant) and
 - (b) was found, when it was assessed, to be capable of performing to at least the standard required by the current Fire Safety Schedule for the building for which the certificate is issued; **(Work to be completed as part of Stage 3)**

2. PREVENTION OF FIRE

Certificate Number: 202350018

2.01 Good housekeeping

Ensure that good housekeeping shall be maintained at all times;

(Ongoing requirement)

2.02 Egress paths to be kept clear

Ensure that egress paths/exits shall be kept free of obstructions/storage at all times;

(Ongoing requirement)

3. THE PREVENTION OF THE SPREAD OF FIRE

3.01 Installation of sprinkler system

That an automatic sprinkler installation complying with the requirements of AS2118.1-2017 and the relevant requirements of Specification E1.5 of the BCA shall be installed throughout all areas of the building.

The system shall be connected to an approved monitoring network provider having a direct data link to Fire and Rescue NSW in accordance with the requirements of Clause 3.2 of AS 2118.1 – 2017;

That any partially installed sprinkler system (yet to be commissioned) shall be clearly identified through the use of signage to avoid misleading a responding Fire and Rescue NSW crew during emergency operations;

Submission of design and installation details (including a design certificate by C14 accredited hydraulic engineer) shall be submitted to Council for consideration and approval as part of **Stage 2 works**. Proper certification prepared by an appropriately qualified person for the installation and commissioning of the system as part of **Stage 3 works**;

4. DETECTION OF FIRE

4.01 Audit/certification of existing measure 'automatic fire detection and alarm system'

That the existing essential fire safety measure 'automatic fire detection and alarm system' within the building shall be audited by an Accredited Practitioner Fire Safety (APFS) and remedial works undertaken as required to ensure that it complies with standards of performance as stated in the Fire Safety Schedule attached to this Order.

Proper certification prepared by APFS shall be submitted to Council at the completion of work; **(Work to be completed as part of Stage 1)**

Council is pursuing compliance with the terms of the order. Further details can be obtained by contacting Luke Jeffree on .

File Number: FIRE/2022/50

Date: 7/10/22

An Order under Schedule 5, Part 3 of the Environmental Planning and Assessment Act 1979 has been issued in relation to this property. The terms of the order are as follows:

Circumstances:

The building, being the balustrades located on the first floor level and all levels above at 32-38 Rothschild Avenue, Rosebery NSW 2018 (Lot 3 DP 1196016, Lots 1-142 SP 91752) is so dilapidated that it is prejudicial to the occupants, persons or property in the neighbourhood and is likely to become a danger to the public insofar as; in the event of an accidental application of excessive force (from a trip or fall), it may cause the dislodgement of the infill glazed panels of the balustrades and/or the structural failure of the balustrades and places the users and visitors of the building at risk of serious injury and/or death.

Terms:

To repair or make structural alterations to the building, by undertaking the following:

- Stage 1.** Undertake the necessary repair/replacement works to all of the defective/structurally compromised balustrades located at 32-38 Rothschild Avenue, Rosebery (Lot 3 DP 1196016, Lots 1-142 SP 91752) as detailed in the structural report recommendation scope of works prepared by Broune Group Consultants (Document Ref: J17-025-1 SR01, dated 14 August 2018) sections 17.9.3 (a) to (k). The work to replace the balustrades are to be undertaken by a suitably qualified and competent person and installed to comply with the requirements of the *National Construction Code 2019* and the relevant Australian Standards
- Stage 2.** Upon completion of all repair/replacement works to all of the defective balustrades, provide Council with a structural engineer's certificate of compliance confirming that all balustrades have been repaired and/or replaced to meet the requirements of the *National Construction Code 2019 (NCC)* and relevant Australian Standards (*AS 1170.1-2002 – Structural design actions – Permanent, imposed and other actions*, *AS 1288-2006 – Glass in buildings – Selection and Installation*)

Reasons:

1. The expert report furnished to Council, prepared by Broune Group Consultants (Document Ref J17-025-1 SR01, dated 14 August 2018) has identified several significant defect issues relating to the glazed aluminium framed balustrades (section 15) on the residential balconies, insofar as:
 - a. The installation of glass infill panels do not provide adequate edge cover (being the overlap distance between the supporting frame and the glass panel) tolerance in the top rails and does not comply with the requirements of *Australian Standard 1288 – Glass in buildings – Selection and Installation* as required under the *National Construction Code (Building Code of Australia)*;
 - b. The dimensions, material thickness and strength of supporting posts were assessed in accordance with *Australian Standard 1170.1 – Structural Design Actions – Permanent, imposed and other actions* and has concluded that the strength of the aluminium posts are inadequate to safely resist the maximum loads expected to be applied to them.

The defect issues outlined in the expert report as noted in 1(a) and 1(b) presents significant risks to the occupants when using the balcony. In the event of an accidental trip or fall onto the balcony balustrades, the balustrades may be exposed to excessive force causing dislodgement of the glass infill panels and potentially the failure of the balustrade's supporting members, this subjects the owners, occupants and visitors to unacceptable risks of injury and loss of life.

Certificate Number: 202350018

Council is pursuing compliance with the terms of the order. Further details can be obtained by contacting Michael Cai on .

File Number: HBC/2019/251

Date: 9/8/2022

END OF CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION 121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

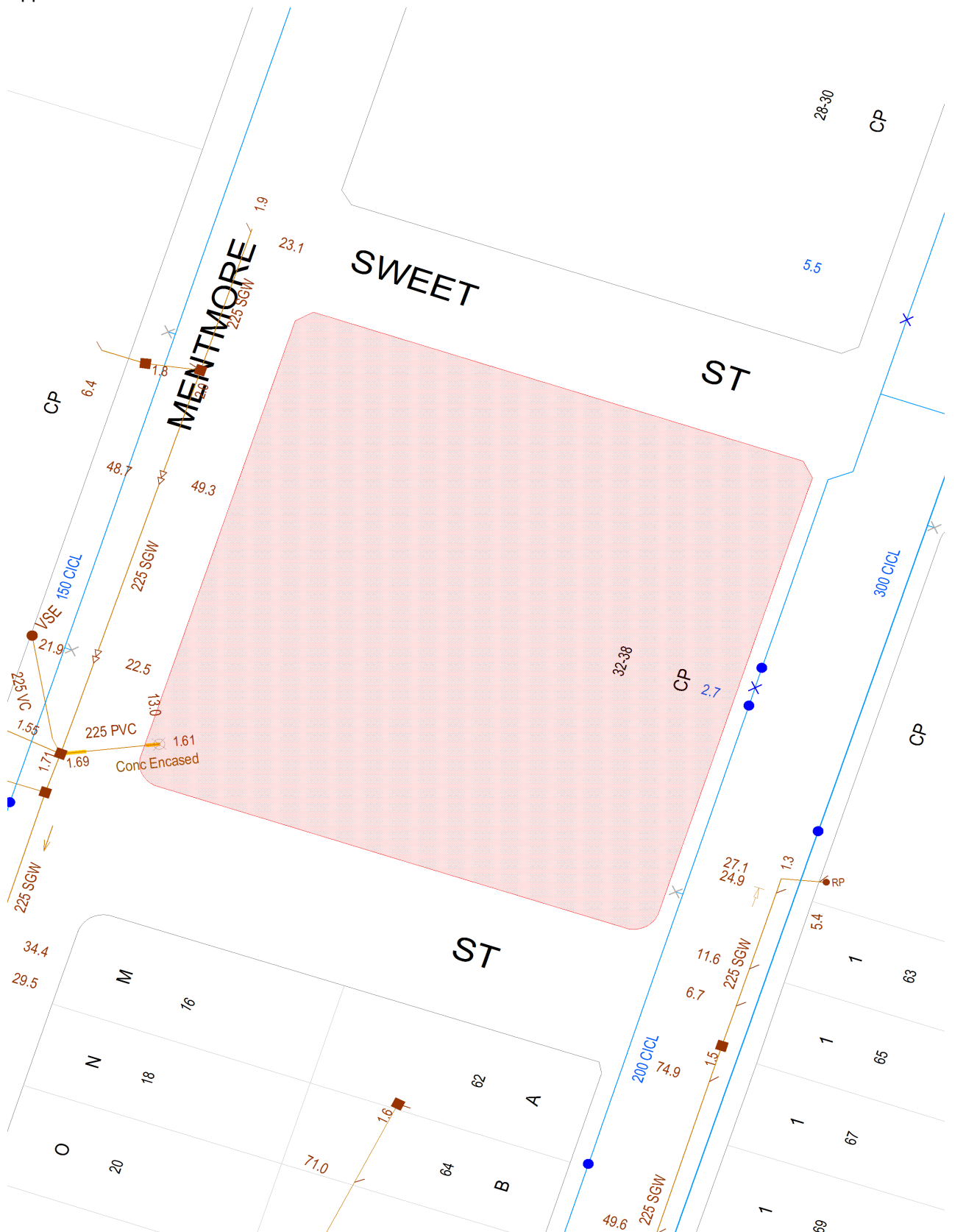
IF THERE IS NO INFORMATION DISPLAYED ABOVE, IT MAY BE CONSIDERED THAT THERE ARE NO OUTSTANDING NOTICES AND/OR ORDERS, UNDER THE EPA ACT 1979 AND LG ACT 1993 AT THE TIME OF THIS REQUEST. WHERE INFORMATION IS SUPPLIED, COMPLETE DETAILS ARE AVAILABLE BY WRITING TO THE CHIEF EXECUTIVE OFFICER, CITY OF SYDNEY, G.P.O. BOX 1591, SYDNEY, NSW 2001.

THE APPLICANT SHALL NOT BE ENTITLED TO RELY UPON THIS CERTIFICATE IN RESPECT OF ANY NOTICE ISSUED BY SYDNEY CITY COUNCIL AFTER THE DATE OF THIS CERTIFICATE.

NOTHING CONTAINED IN THIS CERTIFICATE SHALL PREVENT SYDNEY CITY COUNCIL FROM ISSUING AT ANY TIME AFTER THE DATE OF THIS CERTIFICATE, ANY NOTICE/ORDER IN RESPECT OF THE PROPERTY.

Service Location Print

Application Number: 8002187307



Document generated at 12-01-2023 05:30:24 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

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

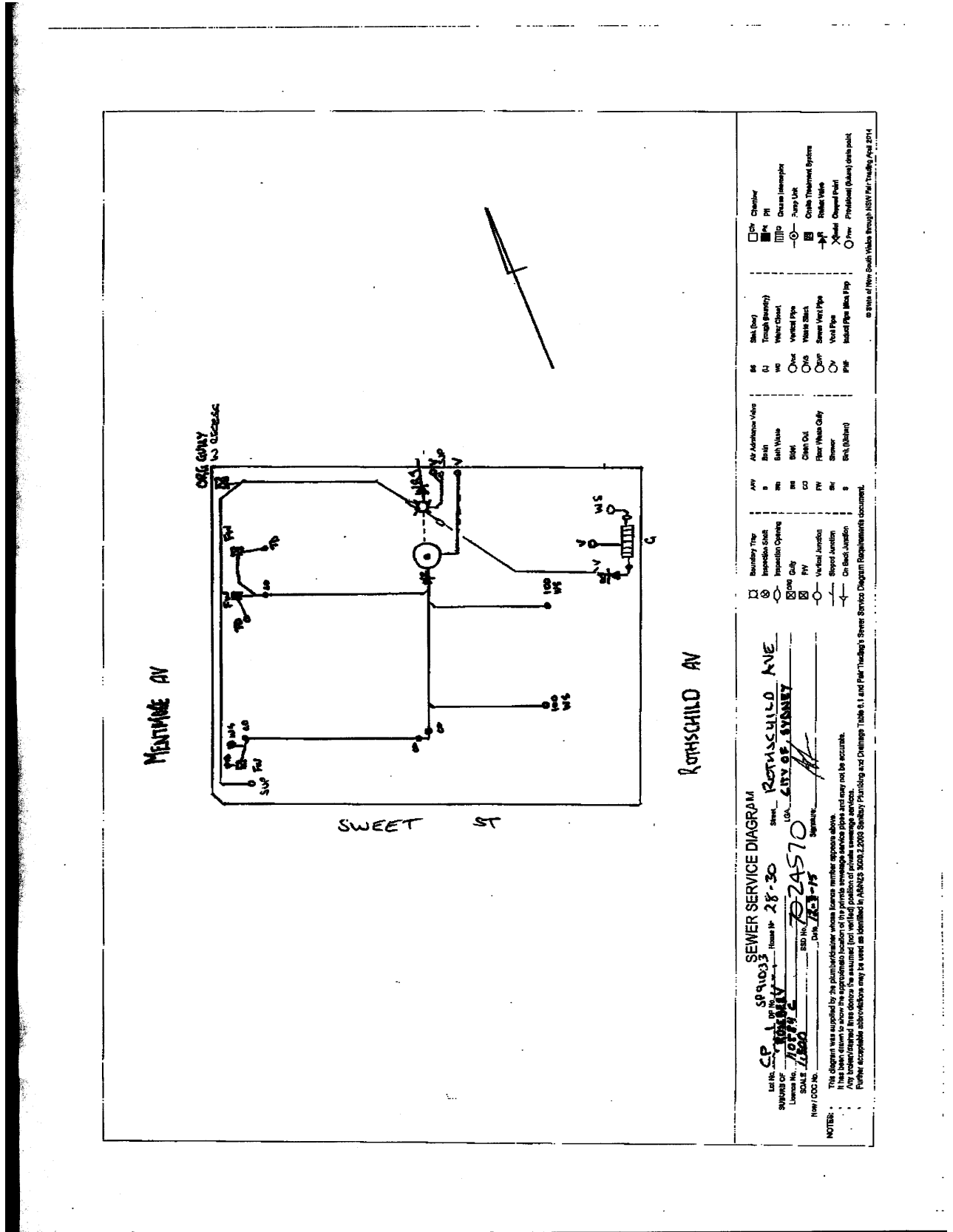
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8002187306



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**.



Revenue

Enquiry ID 3843067
Agent ID 81429403
Issue Date 12 Jan 2023
Correspondence ID 1756976005
Your reference 4418695

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S91752/55	Unit 306F, 34 ROTHSCHILD AVE ROSEBERY 2018	NOT AVAILABLE

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.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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.

306F/34 ROTHSCHILD AVE ROSEBERY 2018