

# Contract for the sale and purchase of land 2019 edition

| TERM   | MEANING OF TERM  | NSW DAN:   |
|--|--|--|
| vendor's agent                                   | <b>MORTON</b><br>Suite 3B, 6 Cowper Wharf Roadway, Woolloomooloo NSW 2011<br>Email: sarah.li@morton.com.au   | Phone: 1300 858 221<br>Fax: 02 8424 9988<br>Ref: Sarah Li          |
| co-agent   |  |  |
| vendor   | <b>TAMARA JANE SEETO</b><br>46 Carabella Road, Caringbah NSW 2229  |  |
| vendor's solicitor                               | <b>THE SHIRE CONVEYANCER</b><br>PO Box 1033, Cronulla NSW 2230<br>DX 21112 Cronulla NSW<br>Email: abigail@shireconveyancer.com.au  | Phone: (02) 9527 7111<br>Fax: (02) 9527 7122<br>Ref: ASO:HR:20/568 |
| date for completion                              | 42nd day after the date of this contract (clause 15)   |  |
| land (address, plan details and title reference) | <b>414/16-20 SMAIL STREET, ULTIMO NSW 2007</b><br>Lot 42 in Strata Plan 74328<br>Folio Identifier 42/SP74328   |  |
| improvements                                     | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies<br><input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space<br><input type="checkbox"/> none <input type="checkbox"/> other: |  |
| attached copies                                  | <input type="checkbox"/> documents in the List of Documents as marked or as numbered:<br><input type="checkbox"/> other documents:   |  |

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

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

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

### Choices

Vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 30):

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

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

**Land tax** is adjustable

☐ NO ☒ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

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

### **GSTRW payment (residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

|   |  |
|---|--|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning, Industry and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land &amp; Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

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

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

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

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

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

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
  - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

## 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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



**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

## 24 Tenancies

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

## 25 Qualified title, limited title and old system title

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## **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.

## **SWIMMING POOLS**

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the Swimming Pools Act 1992. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirement of that Act.

### **ADDITIONAL CLAUSES**

Additional Clauses included in the Contract for Sale of Land between:

**VENDOR:** Tamara Jane Seeto

**PURCHASER:**

### **33. HEADINGS/INVALIDITY AND CONSTRUCTION**

- 33.1 In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in this Contract shall not in any way be affected or impaired thereby;
- 33.2 Headings are for ease of reference only and do not affect the interpretation of any clause.
- 33.3 In the event of any conflict between the printed clauses of the standard Contract for Sale of Land (2019 edition) and the additional special conditions, these condition clauses shall prevail.

### **34. AMENDMENTS TO STANDARD CONDITIONS**

- 34.1 Clause 7.1.1 is replaced from 5% with 1%;
- 34.2 Clause 7.1.3 is replaced from 14 days with 7 days;
- 34.3 Clause 7.2.1 is replaced from 10% with 5%;
- 34.4 Clause 8.1 the words "on reasonable grounds" are deleted;
- 34.5 Clause 16.12 delete

### **35. REPRESENTATIONS AND WARRANTIES**

- 35.1 No Warranty  
  
Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A (2) (b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations 2017, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents provided from the agent of the Vendor.
- 35.2 Entire Agreement  
  
To the extent permitted by law, in relation to the subject matter of this Contract:



- 35.2.1 This Contract embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and
- 35.2.2 Supersedes any prior written or other agreement between the parties.

**35.3 No Representation**

Without limiting the generality of clause 33.1, the Vendor makes no warranty or representation in respect of the accuracy or completeness of any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract and the Purchaser acknowledges and agrees that it has placed no reliance on any brochure, advertisement or other document.

The Purchaser acknowledges that the Purchaser:

- 35.3.1 Has made its own inquiries in relation to the property;
- 35.3.2 Does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
- 35.3.3 Is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the Purchaser of the property; and
- 35.3.4 Is fully satisfied as to the need for the existence or validity of any development or other approval.

**36. CONDITION**

The Purchaser purchases the Property in its present condition and state of repair, including any defects, non-compliance or want of repair. The Purchaser shall not make any requisitions, objection or claim against the Vendor in respect of anything contained in this Clause or as to the state and condition of the Property.

**37. DEATH, INCAPACITY AND BANKRUPTCY**

Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion:

- 37.1 being a natural person dies, becomes mentally ill or is otherwise incapable of managing their affairs or be declared bankrupt then Either Party may rescind this Contract by notice in writing to the Other Party's solicitor and the provisions of clause 19 shall apply; or
- 37.2 Or being a company resolves to go into liquidation or have a petition for winding up of the Other Party presented or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or if a liquidator, receiver or official manager be appointed to the Other Party, then the Other Party is in default and the First Party may, subject to any law to the contrary, affirm or terminate this Contract.

**38. OTHERWISE INCAPACITATED**

- 38.1 Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion, or at the time required for Completion under this Contract:
  - a) Is confirmed to have contracted the COVID-19 Virus and produces a letter confirming same by a medical practitioner or the Australian Government Department of Health.;
  - b) Is confirmed to be in self isolation for a period of 14 days and such exposure dates and exposure circumstances are advised to the other parties' representative in writing;

- c) Is confirmed to be appointed as a carer for a related person who has been directed to self isolate, details of the person for whom the party is appointed as carer and the period for which they are to be self isolated must be served on the other parties representative in writing;

then the parties agree that, should any party to the contract be in any of the above-mentioned circumstances set out in this Clause, the period the subject party is either in self-isolation or in treatment for the COVID-19 Virus will be referred to as the 'Isolation Period'.

The parties agree and acknowledge that, during the Isolation Period, no party is to issue a Notice to Complete until such time as the subject party produces a letter from a medical practitioner or the Australian Government Department of Health confirming that the subject party is medically cleared to no longer remain in self isolation or is no longer infected by the COVID-19 Virus and is cleared from quarantine for same.

#### **39. INTEREST**

If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent per annum (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion dated up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

#### **40. NOTICE TO COMPLETE**

Completion of this matter shall take place on or before 3:30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice.

A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

Should the Vendor issue the Notice to Complete then the Vendor shall be entitled to recover a fee of \$440.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

#### **41. AGENT**

The Purchaser warrants:

- 41.1 they were not introduced to the vendor or the property by an agent other than the agent noted on the front page of the contract; and
- 41.2 no agent is the effective cause of this sale other than the agent (if any) named as the Vendor's agent on page 1 of this contract.

If the purchaser is in breach of the warranty in this clause, the purchaser indemnifies and will save harmless the Vendor against all costs (on an indemnity basis), damages, expenses or other consequential losses touching upon the Purchaser's breach of this warranty.

This clause will not merge on completion.

## **42. DEPOSIT**

The Purchaser shall, upon request, release the deposit paid herein or part thereof to the Vendor's Licensed Conveyancer for:

- 42.1 Payment as directed to complete settlement on the vendors sale or purchase;
- 42.2 Towards the deposit on the vendors purchase of property;
- 42.3 For stamp duty on the Vendor's purchase;
- 42.4 Towards a deposit into a retirement institution.

The Vendor shall at any time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit monies.

If the deposit is released for the purposes of paying the deposit on a property it will only be released to a Real Estate Agents or a Conveyancer/ Solicitors trust account.

## **43. TRANSFER**

If this matter does not settle electronically, then The Purchaser acknowledges that a sufficient statement of the Vendor's title shall be deemed to be included in the description of the property herein and that such statement shall have been deemed to have given at the date of making of this Contract. If the Transfer or Conveyance is submitted by the Purchaser or their Solicitor/Conveyancer within 14 days prior to completion the Purchaser shall pay to the Vendor on settlement the amount of \$110.00 (GST inclusive).

## **44. SETTLEMENT**

If settlement of this matter does not take place at the time appointed for same due to the fault of the Purchaser or his/her mortgagee, then the Purchaser shall pay all fees including but not limited to agency fees and re-certification fees incurred by the Vendor's Conveyancer or his/her mortgagee in relation to any rearrangements of settlement. We estimate this fee to be \$220.00 (GST Inclusive).

Where the Vendor's Conveyancer hold the Certificate of Title or there is no bank included and the Purchaser requested or requires settlement to occur in a venue other than the Vendor's Conveyancers office, then the Purchaser shall allow to the Vendor the reasonable agency fee which the Vendor will incur in meeting the Purchaser's convenience. Nothing herein shall be construed as compelling the Vendor to meet the Purchaser's convenience. We estimate this fee to be approximately \$120.00 (GST Inclusive).

## **45. EXTENSION OF COOL OFF**

- 45.1 The purchaser agrees and acknowledges that in the event that an extension of the cooling – off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of \$100.00 plus GST directly to the vendors Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendors Conveyancer in that event.
- 45.2 This sum shall fall due and payable regardless of:
  - 45.2.1 Whether or not the extension of the cool-off period is granted
  - 45.2.2 Whether or not the purchaser elects or does not elect to exercise their rights to cool –off from the contract in due course

#### **46. REQUISITIONS**

The purchaser agrees that any general Requisition on Title pursuant to clause 5.1 served on the Vendor will be in the form as attached hereto. Notwithstanding clause 5.1 the Requisitions on Title are not deemed to have been raised by the inclusion of this further provision.

#### **47. CHRISTMAS PERIOD**

Despite any other clause in this contract, the vendor will not be required to complete the Contract during the period commencing on Friday 18th December 2020 and ending Friday 15th January 2021 ("the holiday period")

- 47.1 A notice to complete issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion within the holiday period.
- 47.2 Neither party may issue a Notice to Complete during the Holiday Period
- 47.3 If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable under by the purchaser under clause 39 will be calculated from the Completion Date to the date of actual completion after the end of the Holiday Period and shall include the Holiday Period notwithstanding that the Purchaser is ready, able and willing to settle within the Holiday Period.

#### **48. PAYMENT OF DEPOSIT BY INSTALMENTS**

- 48.1 If the Vendor agrees the parties acknowledge that:
  - 48.1.1 The vendor requires payment of a deposit of 10% of the purchase price to be paid as an earnest in performance of the purchaser's obligation to pay the purchase price on completion;
  - 48.1.2 The purchaser has requested that the vendor accept the payment of the deposit by instalments as set out in this clause; and
  - 48.1.3 The vendor has agreed to the purchaser's request to pay the deposit by instalments.
  - 48.1.4 The purchaser agrees that any interest earned on the investment of this deposit shall be payable to the Vendor only.
- 48.2 The purchaser must pay the deposit to the deposit holder as follows:
  - 48.2.1 as to 5% on the contract date; and
  - 48.2.2 as to the balance on or before completion

**49. GUARANTEE & INDEMNITY**

If the purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the directors of the Purchaser

.....

and

.....

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. In the event that no signature appears below this special condition and/ or no names are inserted at the commencement of this special condition, the Guarantor/s shall be that person or those people who sign this Contract on behalf of the Purchaser.

Signed, sealed and delivered by the **Guarantor** in the presence of:

.....  
Signature of witness:

.....  
Signature of Guarantor

.....  
Name of witness (please print)

.....  
Name of Guarantor (please print)

Signed, sealed and delivered by the **Guarantor** in the presence of:

.....  
Signature of witness:

.....  
Signature of Guarantor

.....  
Name of witness (please print)

.....

## SECTION 66W CERTIFICATE

I,  
of \_\_\_\_\_,  
certify as follows:

1. I am a \_\_\_\_\_ currently admitted to  
practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with  
reference to a contract for the sale of property at 414/16-20 Smail Street, Ultimo NSW 2007,  
from **Tamara Jane Seeto**  
to \_\_\_\_\_  
in order that there is no cooling off period in  
relation to that Contract.
3. I do not act for **Tamara Jane Seeto** and am not employed in the legal practice of a solicitor acting  
for **Tamara Jane Seeto** nor am I a member or employee of a firm of which a Solicitor acting for  
**Tamara Jane Seeto** is a member or employee.
4. I have explained  
to \_\_\_\_\_ :
  - (a) The effect of the Contract for the purchase of that property;
  - (b) The nature of this Certificate; and
  - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period  
in relation to the Contract.

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

\_\_\_\_\_  
Name:



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 42/SP74328

-----

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| -----       | ----    | -----      | ----      |
| 13/11/2020  | 3:24 PM | 5          | 22/1/2020 |

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

----

LOT 42 IN STRATA PLAN 74328  
AT BROADWAY  
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

-----

TAMARA JANE SEETO (CN AP846960)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74328  
2 AP846959 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

20/568

PRINTED ON 13/11/2020

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LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP74328

| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 13/11/2020  | 3:24 PM | 7          | 1/6/2020 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74328  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROADWAY  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF PETERSHAM COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP74328

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 74328  
ADDRESS FOR SERVICE OF DOCUMENTS:  
THE OWNERS OF STRATA PLAN 74328  
C/-STRATA PLUS PTY LTD  
PO BOX H181  
AUSTRALIA SQUARE 1215

SECOND SCHEDULE (17 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1071897
- 3 SP73608 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP73608  
AP944259 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 4 DP1071897 POSITIVE COVENANT
- 5 DP1071897 RIGHT OF CARRIAGEWAY (A) (LIMITED IN STRATUM)  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1071897 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 DP1071897 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1071897 EASEMENT FOR EMERGENCY EGRESS (LIMITED IN STRATUM)  
AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 9 DP1071897 EASEMENT FOR EMERGENCY EGRESS (LIMITED IN STRATUM)  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1071897 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
- 11 DP1071897 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 12 DP1071897 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP74328

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

OF THE LAND ABOVE DESCRIBED

13 DP1071897 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE  
LAND ABOVE DESCRIBED

14 DP1071897 EASEMENT FOR ACCESS AND USE OF GARBAGE ROOM (LIMITED  
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

15 SP74328 RESTRICTION(S) ON THE USE OF LAND

16 AM865453 CONSOLIDATION OF REGISTERED BY-LAWS

17 AM865453 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74328

| LOT | ENT   | LOT | ENT   | LOT | ENT   | LOT | ENT   |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 1   | - 112 | 2   | - 125 | 3   | - 123 | 4   | - 123 |
| 5   | - 125 | 6   | - 122 | 7   | - 122 | 8   | - 113 |
| 9   | - 85  | 10  | - 112 | 11  | - 87  | 12  | - 85  |
| 13  | - 85  | 14  | - 85  | 15  | - 85  | 16  | - 84  |
| 17  | - 86  | 18  | - 85  | 19  | - 82  | 20  | - 90  |
| 21  | - 123 | 22  | - 121 | 23  | - 110 | 24  | - 85  |
| 25  | - 89  | 26  | - 157 | 27  | - 123 | 28  | - 123 |
| 29  | - 87  | 30  | - 116 | 31  | - 126 | 32  | - 126 |
| 33  | - 126 | 34  | - 126 | 35  | - 125 | 36  | - 125 |
| 37  | - 117 | 38  | - 91  | 39  | - 118 | 40  | - 92  |
| 41  | - 90  | 42  | - 90  | 43  | - 90  | 44  | - 90  |
| 45  | - 88  | 46  | - 140 | 47  | - 144 | 48  | - 129 |
| 49  | - 151 | 50  | - 114 | 51  | - 88  | 52  | - 91  |
| 53  | - 91  | 54  | - 91  | 55  | - 119 | 56  | - 126 |
| 57  | - 126 | 58  | - 92  | 59  | - 126 | 60  | - 135 |
| 61  | - 135 | 62  | - 135 | 63  | - 135 | 64  | - 134 |
| 65  | - 134 | 66  | - 257 | 67  | - 165 | 68  | - 161 |
| 69  | - 161 | 70  | - 202 | 71  | - 154 | 72  | - 152 |
| 73  | - 180 | 74  | - 88  | 75  | - 160 | 76  | - 127 |
| 77  | - 97  | 78  | - 104 | 79  | - 100 | 80  | - 108 |
| 81  | - 134 | 82  | - 134 | 83  | - 101 | 84  | - 92  |
| 85  | - 97  | 86  | - 10  | 87  | - 10  |     |       |

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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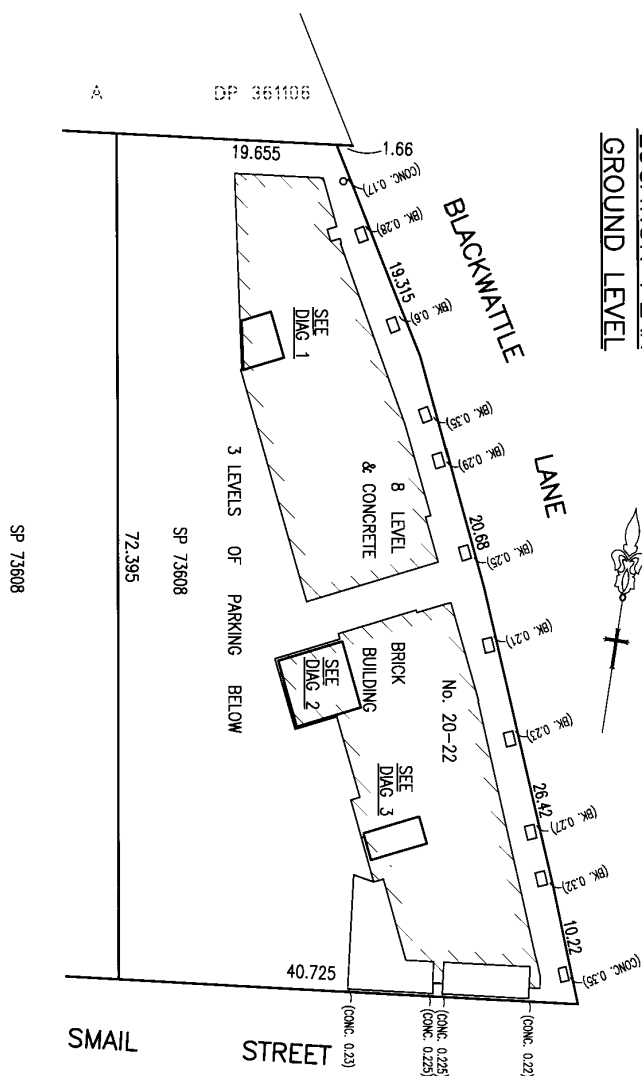
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

[illegible]

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

LOCATION PLAN  
GROUND LEVEL



THE ONLY PARTS OF THE STRATA PLAN AT THIS LEVEL ARE AS NOTED IN DIAGRAMS 1, 2 & 3.

LAND IS AFFECTED BY EASEMENTS NOTED ON DP.1071897  
FOR FULL DEFINITION OF EASEMENTS SEE DP.1071897.

POSITIVE COVENANT, RIGHT OF CARRIAGEWAY (LIMITED IN STRATUM)  
RESTRICTION ON USE OF LAND, RESTRICTION ON USE OF LAND,  
EASEMENT FOR EMERGENCY EGRESS (LIMITED IN STRATUM),  
EASEMENT FOR SERVICES (WHOLE LOT),  
EASEMENT FOR SUPPORT & SHELTER (WHOLE LOT),  
RIGHT OF WAY (LIMITED IN STRATUM), RIGHT OF FOOTWAY (LIMITED IN STRATUM),  
EASEMENT FOR ACCESS AND USE OF GARAGE ROOM (LIMITED IN STRATUM).

SEE SHEETS 3 TO 5 FOR ADDITIONAL LOCATION DIAGRAMS  
LOT 101 IS A STRATUM LOT. SEE DP.1071897  
FOR FULL BOUNDARY & HEIGHT LIMITATION.

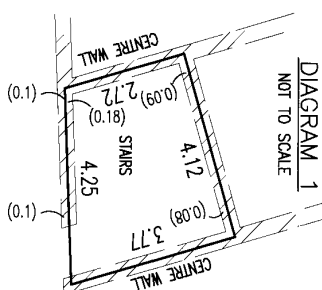


DIAGRAM 1  
NOT TO SCALE

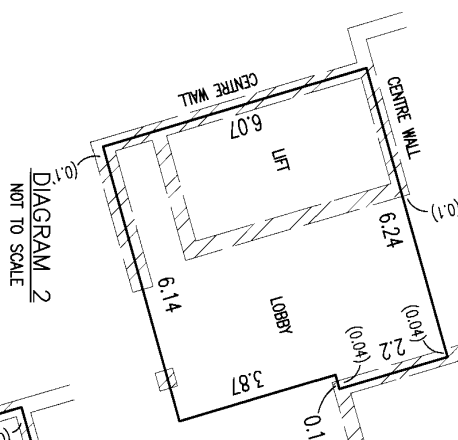


DIAGRAM 2  
NOT TO SCALE

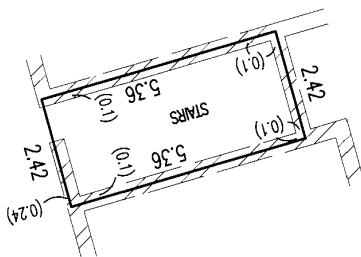


DIAGRAM 3  
NOT TO SCALE

Reduction Ratio 1 : 400

Lengths are in metres

Registered Surveyor

~~Authorized Person/General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE : R/020912

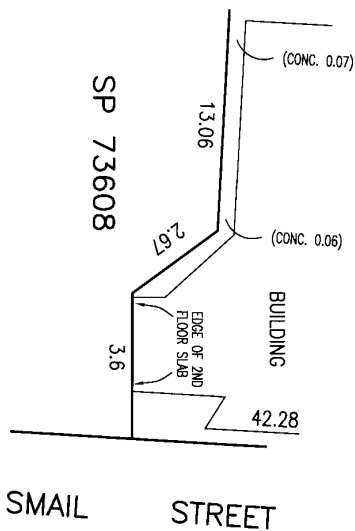
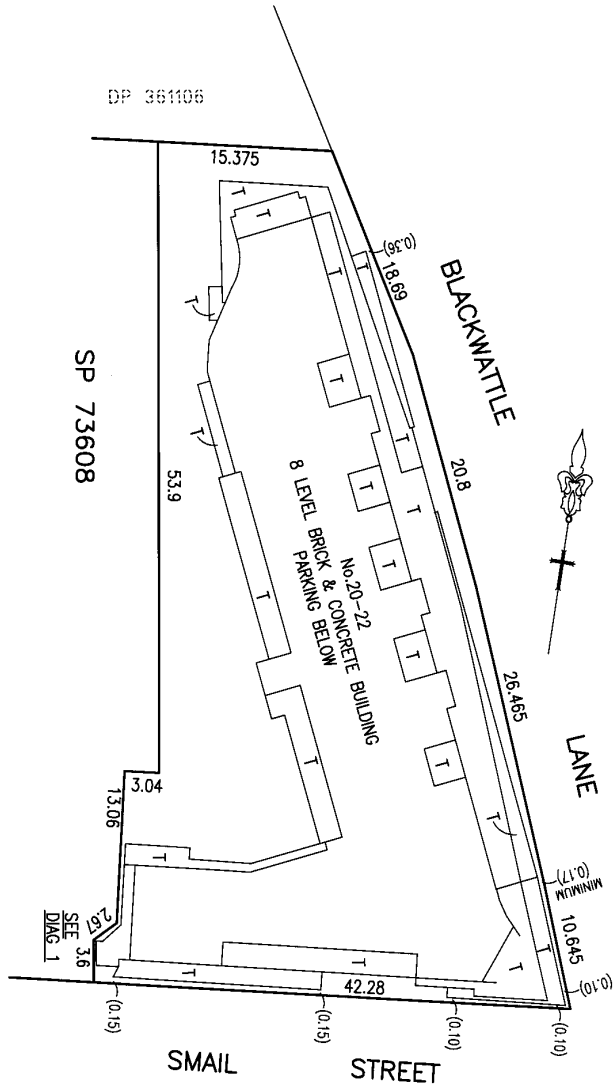
STRATA PLAN FORM 2

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Sheet No. 3 of 16 Sheets

LOCATION PLAN  
LEVEL 1 & ABOVE

SP74328



T DENOTES TERRACES  
SEE SHEETS 2, 4 & 5 FOR ADDITIONAL LOCATION DIAGRAMS  
LOT 101 IS A STRATUM LOT. SEE DP:1071897  
FOR FULL BOUNDARY & HEIGHT LIMITATION.

Reduction Ratio 1 : 400

Lengths are in metres

DIAGRAM 1  
NOT TO SCALE

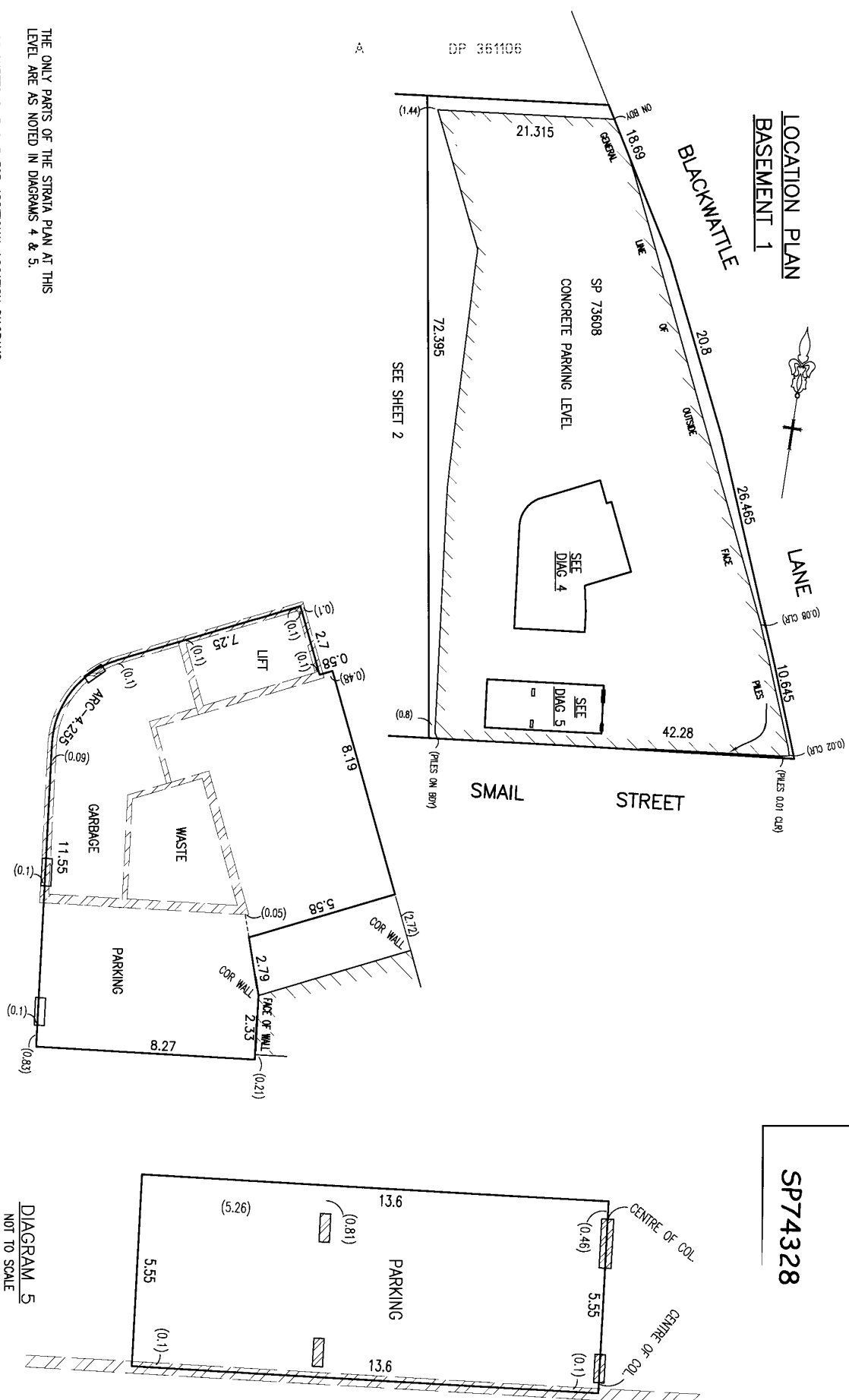
Registered Surveyor

*Michael*

Authorised Person/Registered Surveyor/Authorised Certifier

SURVEYOR'S REFERENCE : R/020912

## SP74328



THE ONLY PARTS OF THE STRATA PLAN AT THIS LEVEL ARE AS NOTED IN DIAGRAMS 4 & 5.

SEE SHEETS 2, 3, & 5 FOR ADDITIONAL LOCATION DIAGRAMS. LOT 101 IS A STRATUM LOT. SEE DP1071897 FOR FULL BOUNDARY & HEIGHT LIMITATION.

DIAGRAM 4  
NOT TO SCALE

Reduction Ratio 1 : 400

Lengths are in metres

Registered Surveyor

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

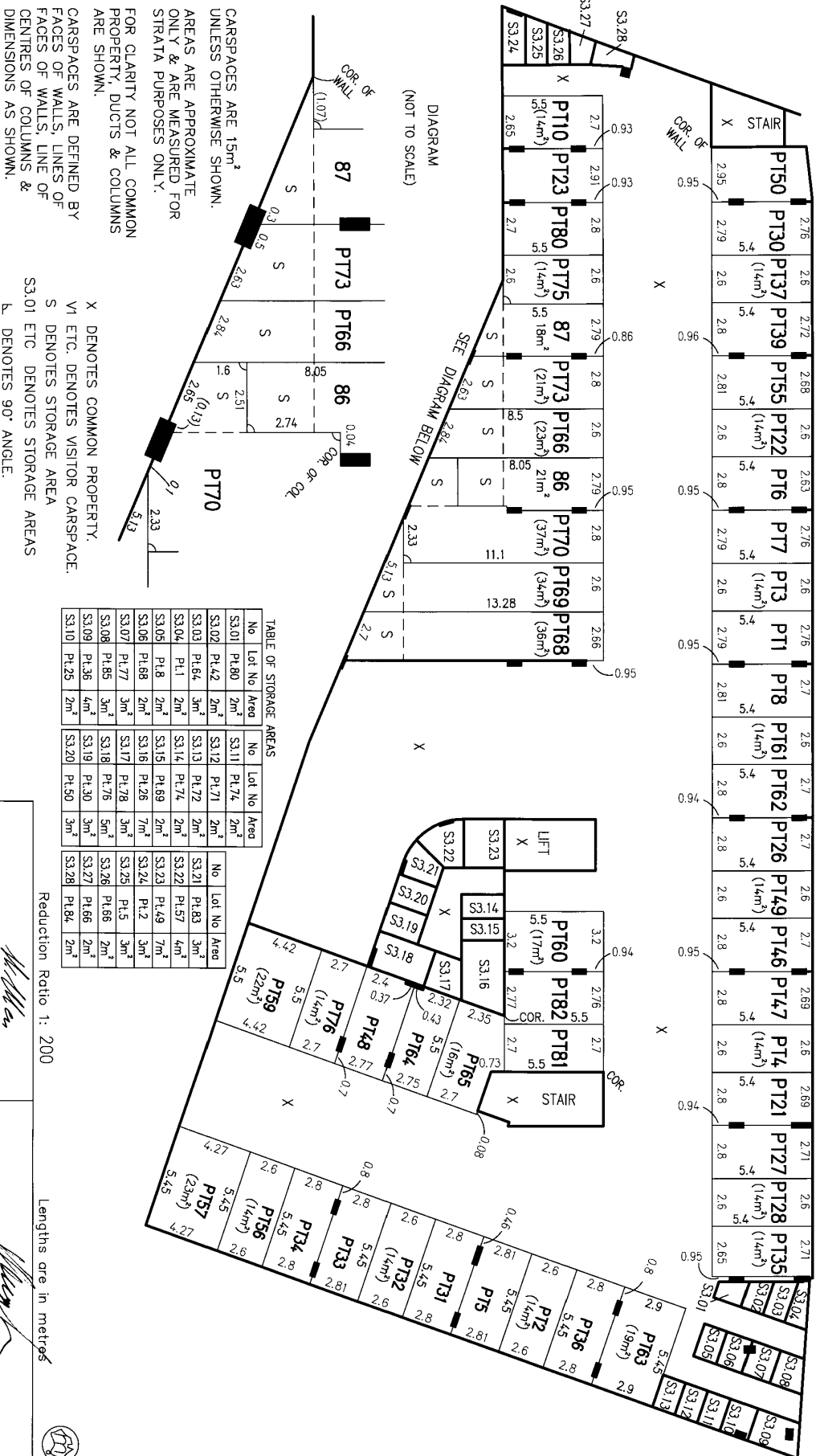
SURVEYOR'S REFERENCE : R/020912





### **BASEMENT 3 CARPARKING**

SP74328



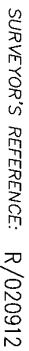
| No    | Lot No | Area            | No    | Lot No | Area            |
|-------|--------|-----------------|-------|--------|-----------------|
| S3.01 | Pt.80  | 2m <sup>2</sup> | S3.11 | Pt.74. | 2m <sup>2</sup> |
| S3.02 | Pt.42  | 2m <sup>2</sup> | S3.12 | Pt.71  | 2m <sup>2</sup> |
| S3.03 | Pt.64  | 3m <sup>2</sup> | S3.13 | Pt.72  | 2m <sup>2</sup> |
| S3.04 | Pt.1   | 2m <sup>2</sup> | S3.14 | Pt.74  | 2m <sup>2</sup> |
| S3.05 | Pt.8   | 2m <sup>2</sup> | S3.15 | Pt.69  | 2m <sup>2</sup> |
| S3.06 | Pt.68  | 2m <sup>2</sup> | S3.16 | Pt.26  | 7m <sup>2</sup> |
| S3.07 | Pt.77  | 3m <sup>2</sup> | S3.17 | Pt.28  | 3m <sup>2</sup> |
| S3.08 | Pt.95  | 3m <sup>2</sup> | S3.18 | Pt.76  | 3m <sup>2</sup> |
| S3.09 | Pt.46  | 4m <sup>2</sup> | S3.19 | Pt.50  | 3m <sup>2</sup> |
| S3.10 | Pt.25  | 2m <sup>2</sup> | S3.20 | Pt.50  | 3m <sup>2</sup> |
|       |        |                 |       |        |                 |
|       |        |                 | No    | Lot No | Area            |
|       |        |                 | S3.21 | Pt.63  | 3m <sup>2</sup> |
|       |        |                 | S3.22 | Pt.57  | 4m <sup>2</sup> |
|       |        |                 | S3.23 | Pt.49  | 7m <sup>2</sup> |
|       |        |                 | S3.24 | Pt.2   | 3m <sup>2</sup> |
|       |        |                 | S3.25 | Pt.5   | 3m <sup>2</sup> |
|       |        |                 | S3.26 | Pt.66  | 3m <sup>2</sup> |
|       |        |                 | S3.27 | Pt.66  | 2m <sup>2</sup> |
|       |        |                 | S3.28 | Pt.64  | 2m <sup>2</sup> |

Reduction Ratio 1: 200

Lengths are in metres

|                     |  |
|---------------------|--|
| Registered Surveyor | General Manager/Authorized Person/Accredited Certifier |
|---------------------|--|

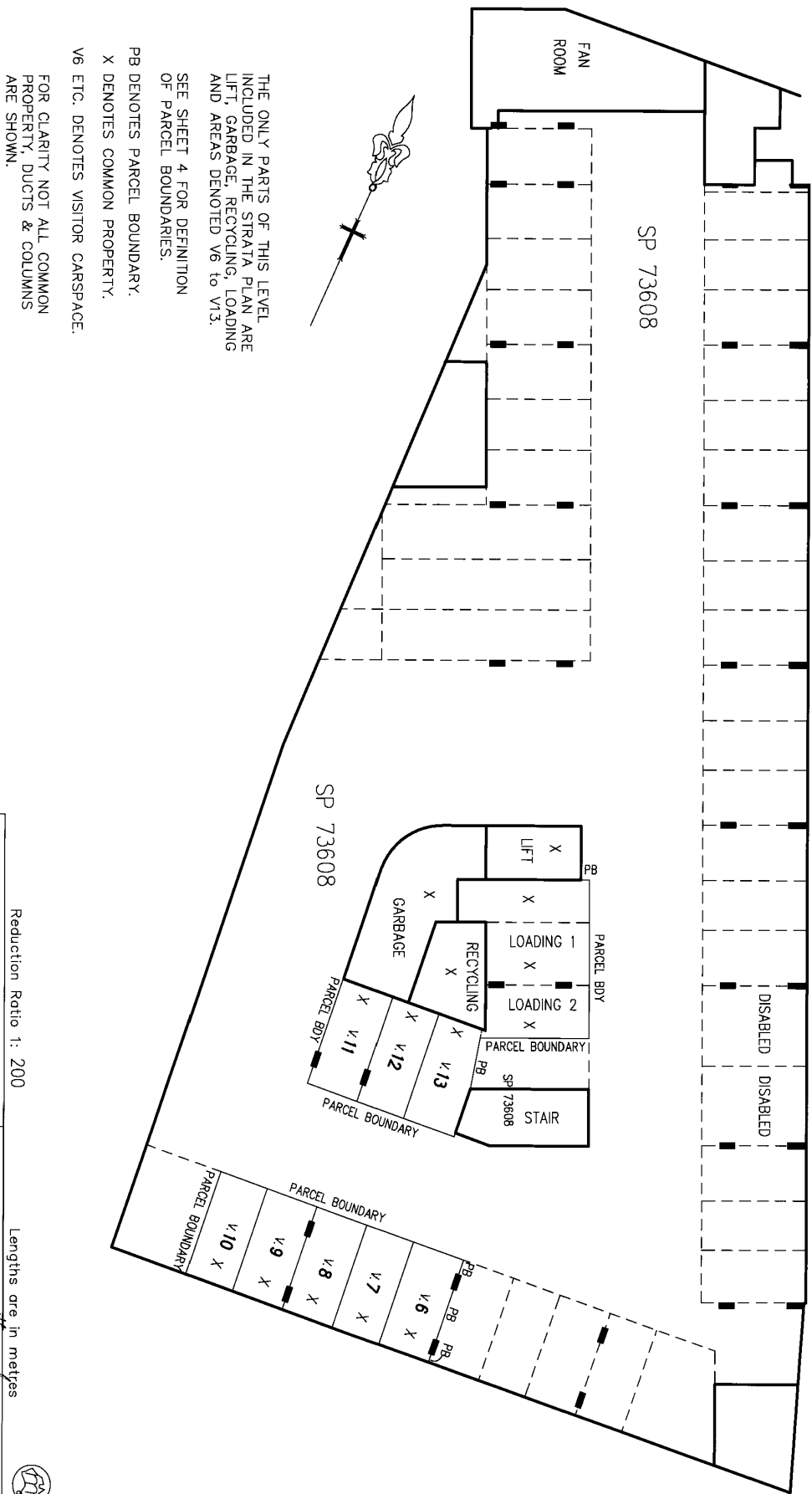
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# **BASEMENT 1 CARPARKING**

BUILDING A

**SP74328**



THE ONLY PARTS OF THIS LEVEL INCLUDED IN THE STRATA PLAN ARE LIFT, GARBAGE, RECYCLING, LOADING AND AREAS DENOTED V6 TO V13.

SEE SHEET 4 FOR DEFINITION OF PARCEL BOUNDARIES.

PB DENOTES PARCEL BOUNDARY.

X DENOTES COMMON PROPERTY.

V6 ETC. DENOTES VISITOR CARSPACE.

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

General Manager / Authorised Person / Accredited Certifier

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SP2

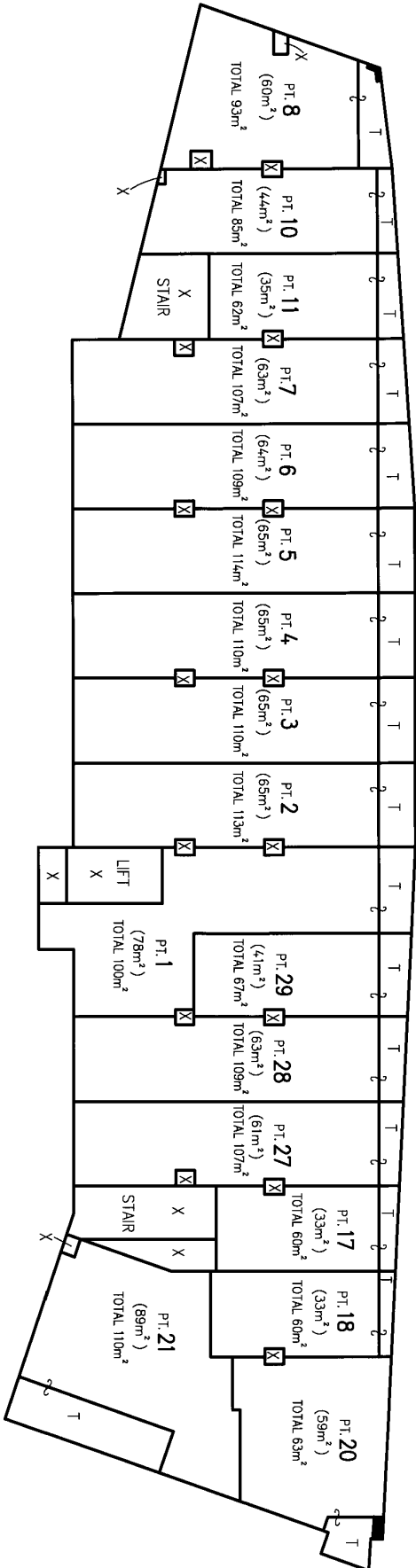
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Sheet No. 9 of 16 Sheets



## LEVEL 1

SP74328



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.

BALLUSTRADES AND LOUVERED SCREENS ON TERRACES ARE COMMON PROPERTY.

AREA BELOW STAIRS PASSING BETWEEN LEVELS WITHIN A LOT ARE PART OF THAT LOT.

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.

X DENOTES COMMON PROPERTY.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

General Manager / Manager / Accredited Certifier

SURVEYOR'S REFERENCE: R/020912



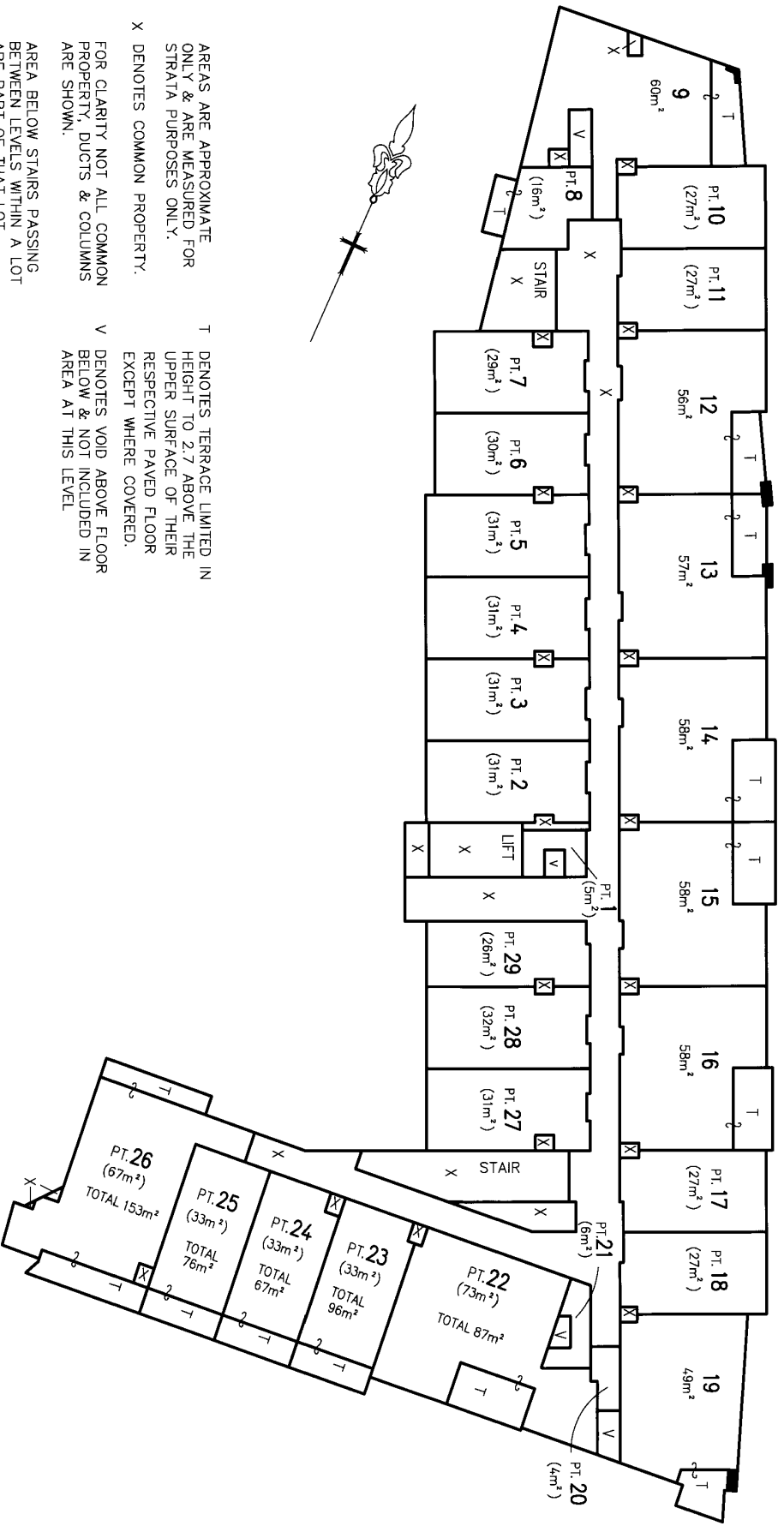
SP2

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Sheet No. 10 of 16 Sheets

## LEVEL 2

SP74328



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.  
 X DENOTES COMMON PROPERTY.  
 FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.  
 AREA BELOW STAIRS PASSING BETWEEN LEVELS WITHIN A LOT ARE PART OF THAT LOT.  
 T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.  
 V DENOTES VOID ABOVE FLOOR BELOW & NOT INCLUDED IN AREA AT THIS LEVEL.

BALLUSTRADES AND LOUVRED SCREENS ON TERRACES ARE COMMON PROPERTY.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

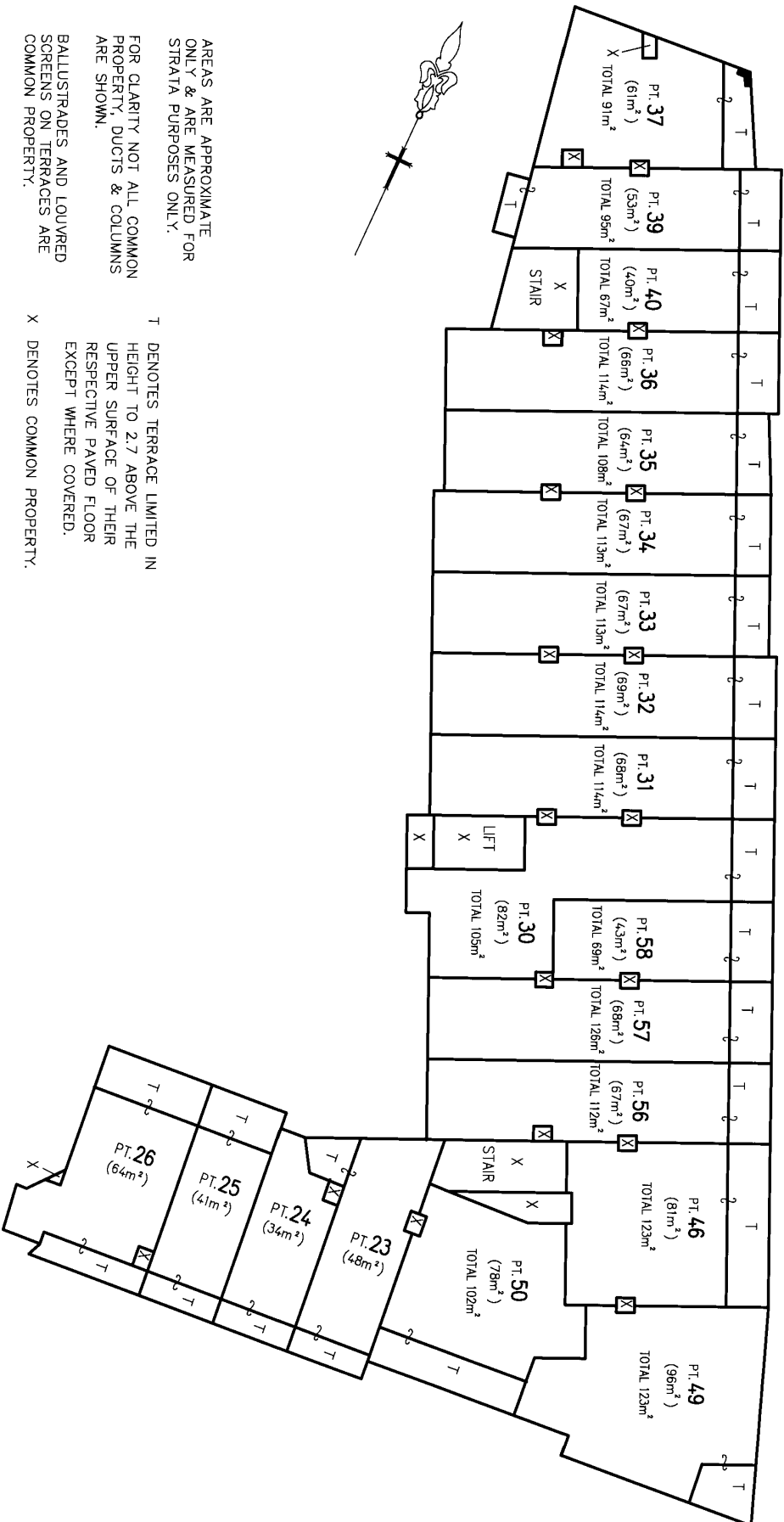
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### LEVEL 3

SP74328



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.

BALLUSTRADES AND LOUVRED SCREENS ON TERRACES ARE COMMON PROPERTY.

AREA BELOW STAIRS PASSING BETWEEN LEVELS WITHIN A LOT ARE PART OF THAT LOT.

1 DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.

X DENOTES COMMON PROPERTY.

AREA BELOW STAIRS PASSING  
BETWEEN LEVELS WITHIN A LOT  
ARE PART OF THAT LOT.

Reduction Ratio 1: 200

Lengths are in metres

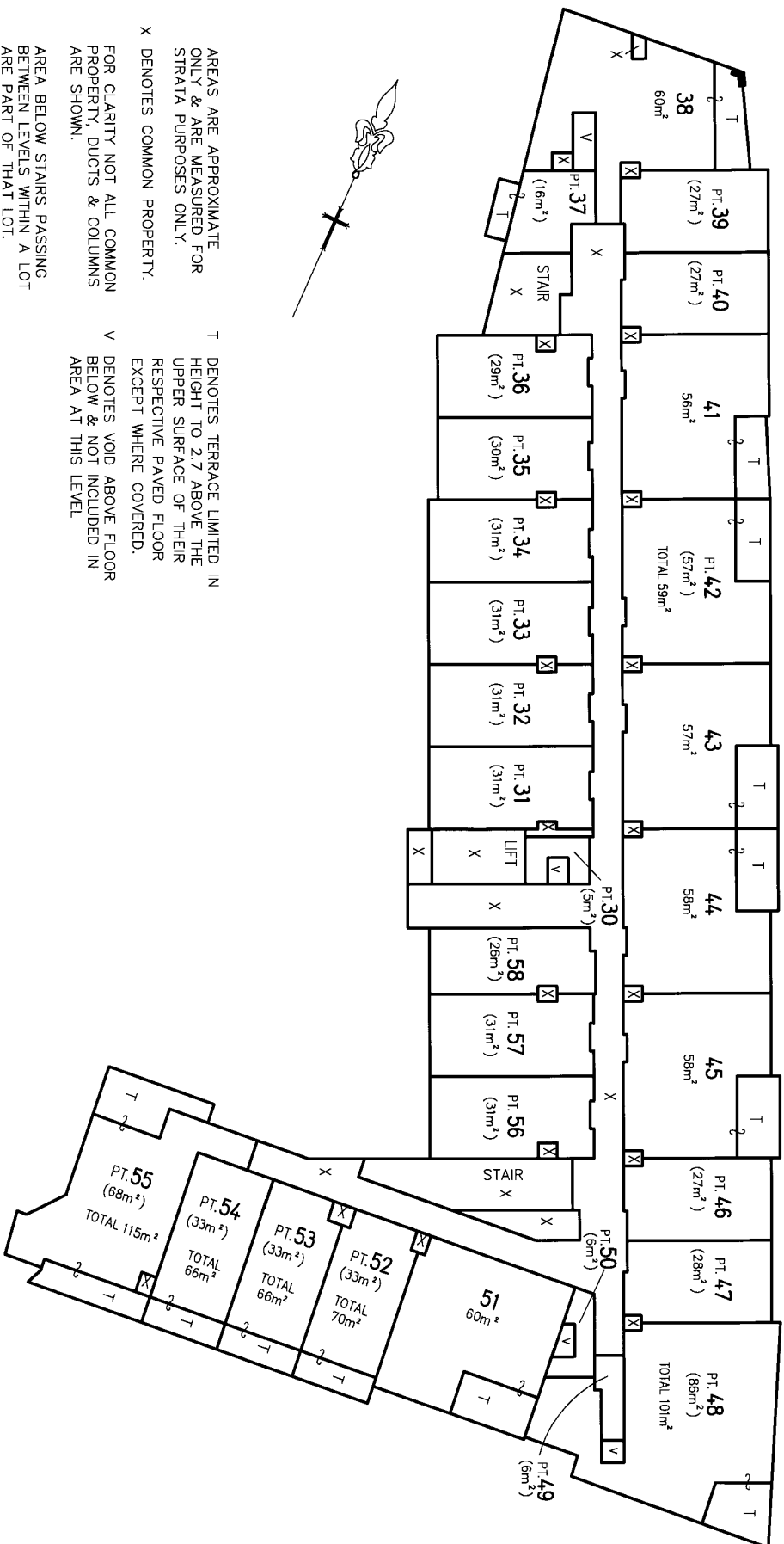
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## LEVEL 4

SP74328



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.

U DENOTES TERRACE LIMITED IN HEIGHT TO 2.7' ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.

V DENOTES VOID ABOVE FLOOR LEVEL & NOT INCLUDED IN AREA AT THIS LEVEL.

W DENOTES COMMON PROPERTY.

X DENOTES COMMON PROPERTY.

Y DENOTES COMMON PROPERTY.

Z DENOTES COMMON PROPERTY.

AA AREAS BELOW STAIRS PASSING BETWEEN LEVELS WITHIN A LOT ARE PART OF THAT LOT.

BB BALLUSTRADES AND LOUVRED SCREENS ON TERRACES ARE COMMON PROPERTY.

Reduction Ratio 1: 200

*M. Allen*

Registered Surveyor

Lengths are in metres

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

SURVEYOR'S REFERENCE: R/020912





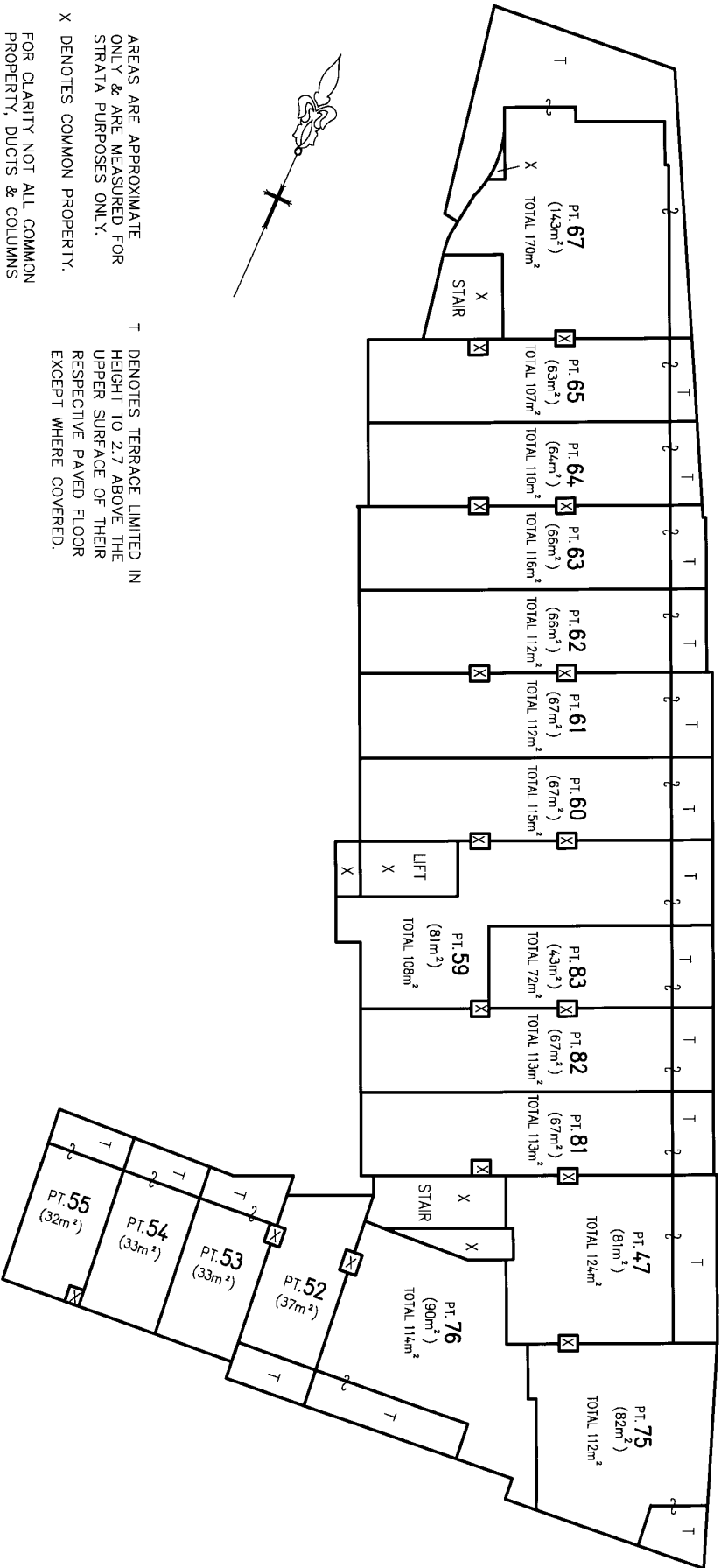
SP2

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Sheet No. 13 of 16 Sheets

## LEVEL 5

SP74328



T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.

X DENOTES COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.

AREA BELOW STAIRS, PASSING BETWEEN LEVELS WITHIN A LOT ARE PART OF THAT LOT.

BALLUSTRADES AND LOUVRED SCREENS ON TERRACES ARE COMMON PROPERTY.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: R/020912

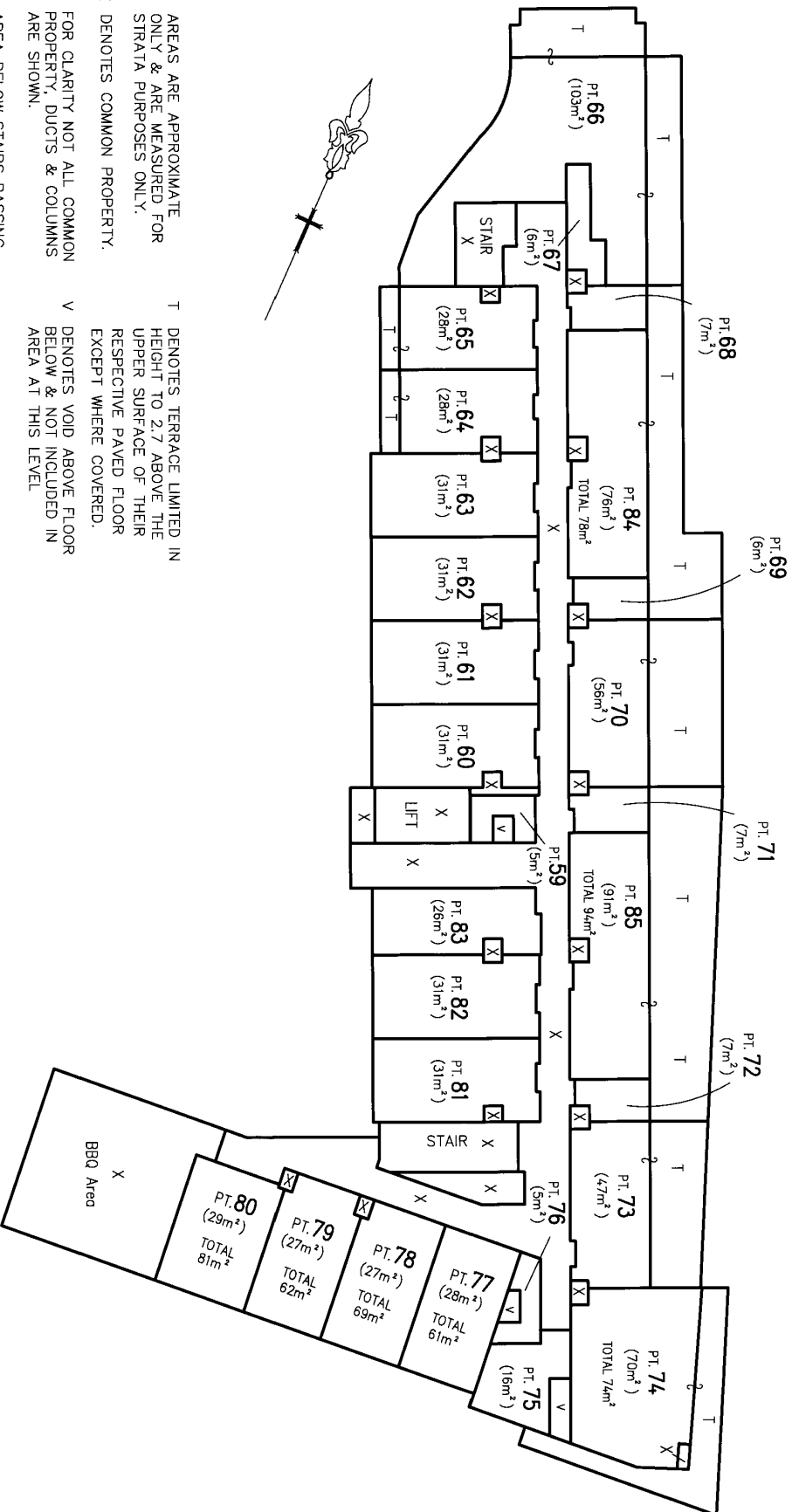
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Sheet No. 14 of 16 Sheets

## LEVEL 6

SP74328



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.  
X DENOTES COMMON PROPERTY.  
FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.  
AREA BELOW STAIRS PASSING BETWEEN LEVELS WITHIN A LOT ARE PART OF THAT LOT.  
BALLUSTRADES AND LOURED SCREENS ON TERRACES ARE COMMON PROPERTY.

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.  
V DENOTES VOID ABOVE FLOOR BELOW & NOT INCLUDED IN AREA AT THIS LEVEL

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: R/020912



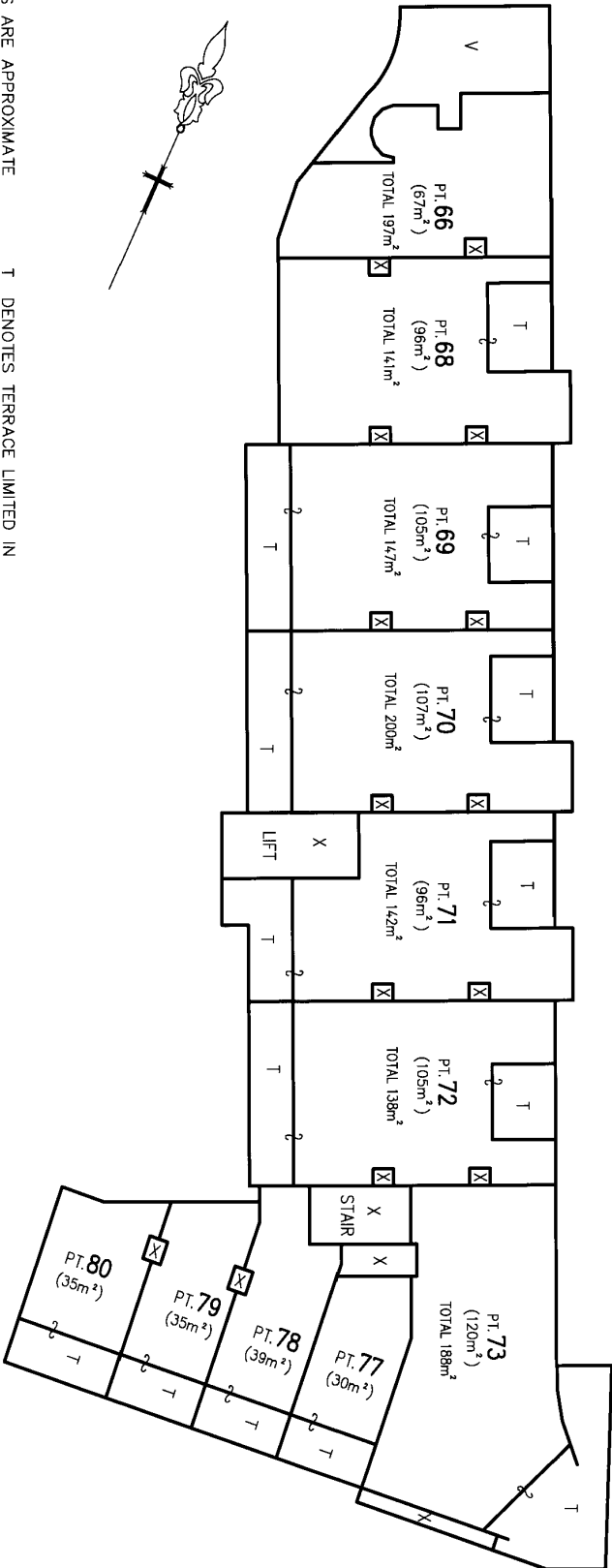
SP2

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Sheet No. 15 of 16 Sheets

## LEVEL 7

SP74328



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.

X DENOTES COMMON PROPERTY.

V DENOTES VOID ABOVE FLOOR BELOW & NOT INCLUDED IN AREA AT THIS LEVEL.

AREA BELOW STAIRS PASSING BETWEEN LEVELS WITHIN A LOT ARE PART OF THAT LOT.

BALLUSTRADES AND LOUVRED SCREENS ON TERRACES ARE COMMON PROPERTY.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: R/020912



SP74328

| SCHEDULE OF UNIT ENTITLEMENT |                  | LOT N° | UNIT ENTITLEMENT | LOT N° | UNIT ENTITLEMENT | LOT N°    | UNIT ENTITLEMENT |
|------------------------------|------------------|--------|------------------|--------|------------------|-----------|------------------|
| LOT N°                       | UNIT ENTITLEMENT | 20     | 90               | 42     | 90               | 64        | 134              |
| 1                            | 112              | 21     | 123              | 43     | 90               | 65        | 134              |
| 2                            | 125              | 22     | 121              | 44     | 90               | 66        | 257              |
| 3                            | 123              | 23     | 110              | 45     | 88               | 67        | 165              |
| 4                            | 123              | 24     | 85               | 46     | 140              | 68        | 161              |
| 5                            | 125              | 25     | 89               | 47     | 144              | 69        | 161              |
| 6                            | 122              | 26     | 157              | 48     | 129              | 70        | 202              |
| 7                            | 122              | 27     | 123              | 49     | 151              | 71        | 154              |
| 8                            | 113              | 28     | 123              | 50     | 114              | 72        | 152              |
| 9                            | 85               | 29     | 87               | 51     | 88               | 73        | 180              |
| 10                           | 112              | 30     | 116              | 52     | 91               | 74        | 88               |
| 11                           | 87               | 31     | 126              | 53     | 91               | 75        | 160              |
| 12                           | 85               | 32     | 126              | 54     | 91               | 76        | 127              |
| 13                           | 85               | 33     | 126              | 55     | 119              | 77        | 97               |
| 14                           | 85               | 34     | 126              | 56     | 126              | 78        | 104              |
| 15                           | 85               | 35     | 125              | 57     | 126              | 79        | 100              |
| 16                           | 84               | 36     | 125              | 58     | 92               | 80        | 108              |
| 17                           | 86               | 37     | 117              | 59     | 126              | 81        | 134              |
| 18                           | 85               | 38     | 91               | 60     | 135              | 82        | 134              |
| 19                           | 82               | 39     | 118              | 61     | 135              | 83        | 101              |
|                              |                  | 40     | 92               | 62     | 135              | 84        | 92               |
|                              |                  | 41     | 90               | 63     | 135              | 85        | 97               |
|                              |                  |        |                  |        |                  | 86 TO 87  | 10 EACH          |
|                              |                  |        |                  |        |                  | AGGREGATE | 10,000           |

Reduction Ratio 1:

Lengths are in metres



Registered Surveyor

General Manager/Authorized Person/Accredited Certifier

SURVEYOR'S REFERENCE: R/020912

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B. CONVEYANCING ACT, 1919**

Length:

Sheet 1 of 5 Sheets)

Plan: S:

**SP74328**

lan of Subdivision of Lot 101 in Deposited Plan  
covered by Certificate No. dated

Full name and address of proprietor of the land:

Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**PART 1 - Creation**

| Number of<br>item shown in<br>the intention<br>panel on the<br>plan: | Identity of easement, profit à<br>prendre, restriction or positive<br>covenant to be created and<br>referred to in the plan: | Burdened lot(s) or<br>parcel(s): | Benefited lot (s),<br>road(s), bodies or<br>Prescribed<br>Authorities: |
|--|--|----------------------------------|--|
| 1.   | Restriction on use of land   | Common Property                  | The Council of the<br>City of Sydney                                   |

  
.....  
Authorised Council Person

1

 L

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

(Sheet 2 of 5 Sheets)

**SP74328**

Plan of Subdivision of Lot 101 in Deposited Plan  
covered by Certificate No.

dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**PART 2 - TERMS**

**1. Definitions and interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

"**Authorised User**" means every other person authorized by the Grantee or the Grantor, as applicable, for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes:

- (a) the Building Management Committee;
- (b) the lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee or Grantor, as applicable; and
- (c) where the Grantee or Grantor is the City of Sydney, the officers, servants, agents and workmen of the City of Sydney, as applicable, and any other person authorised by either of them to exercise their rights or comply with their obligations under this instrument.

"**Building Management Committee**" means the building management committee for Fusion under the Development Act and a Strata Management Statement.

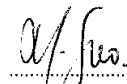
"**Development Act**" means the *Strata Schemes Freehold Development Act 1986* (NSW).

"**Easement Site**" means, in relation to an easement in this instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

"**Fusion**" means part Lots B and C in Deposited Plan 361106 and Lots X and Y in Deposited Plan 413123 (and any lots into which they are subdivided or re-subdivided).

"**Government Agency**" means any governmental, semi or local government, statutory, public or other authority.

  
.....  
Authorised Council Person

2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

(Sheet 3 of 5 Sheets)

**SP74328**

Plan of Subdivision of Lot 101 in Deposited Plan  
covered by Certificate No.  
dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**"Grantee" means:**

- (a) the registered proprietor or mortgagee in possession of the Lot Benefited;
- (b) the owner's corporation under the Development Act in respect of the Lot Benefited;  
and
- (c) any Government Agency benefited.

**"Grantor" means:**

- (a) the registered proprietor or mortgagee in possession of the Lot Burdened; and
- (b) the owner's corporation under the Development Act in respect of the Lot Burdened.

**"Grantor's Improvements"** means the improvements which are erected or to be erected on the Lot Burdened and in respect of which the Grantee and/or every Authorised User may exercise easement rights over.

**"Lot Benefited"** means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

**"Lot Burdened"** means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

**1.2 References to certain terms**

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacement of them;
- (b) **(singular includes plural)** the singular includes the plural and vice versa; and
- (c) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**1.3 Headings**

Headings do not affect the interpretation of this instrument.

.....  
Authorised Council Person

3

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 4 of 5 Sheets)

Plan of Subdivision of Lot 101 in Deposited Plan  
covered by Certificate No.  
dated

**SP74328**

**land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**1.4 Positive covenants and maintenance requirements**

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act* 1919 (NSW).

**2. Easements are covenants and agreements between Grantees and Grantors**

The conditions, covenants and restrictions, including in this clause and clauses 3 and 4, and in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

**3. Terms of restriction on use of land numbered 1 in the plan**

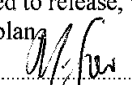
**3.1 Right**

The Grantor must not:

- (a) permit the common property to be used for the storage of vehicles or boats, provided that designated visitor car spaces may be used for the temporary parking of vehicles by visitors to the strata scheme; and
- (b) grant or permit to be granted any lease, licence or exclusive use rights over any part of the common property for the purpose of parking or storage of vehicles or boats.

**3.2 Release**

The Council of the City of Sydney is the body empowered to release, vary or modify the restriction on use numbered one in the abovementioned plan.

  
.....  
Authorised Council Person

4



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 5 Sheets)

Plan of Subdivision of Lot 101 in Deposited Plan  
covered by Certificate No.

dated

**SP74328**

Name and address of proprietor of the land:

Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**EXECUTION PAGE**

**DATED:**

Executed by **Multiplex (Mountain Street) Pty  
Ltd** by or in the presence of:



Signature of Director

**DAVID JOHN SWEENEY**

Name of Director in full

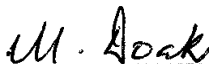


Signature of Secretary/other Director

**ROSS A McDIVEN**

Name of Secretary/other Director in full

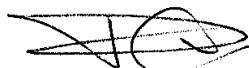
Signed for and on behalf of **Ing Custodians  
Pty Limited** by **[Paul Armstrong]** its  
Attorney under a Power of Attorney dated **26/11/04**  
and registered Book **4444** No. **387** and the  
Attorney declares that the Attorney has not  
received any notice of the revocation of such Power  
of Attorney, in the presence of:



Signature of Witness

**MEGAN DOAK**

Name of Witness in full



Signature



Authorised Council Person

5

SYDWORKDOCS\854\3498150.6



L



## Sheet No. 2 of 12 Sheets

GROUND & ABOVE WESTERN SIDE)



SEE SHEETS 3 & 4 FOR ADDITIONAL LOCATION DIAGRAMS  
LOT 102 IS A STRATUM LOT. SEE DP1071897  
FOR FULL BOUNDARY & HEIGHT LIMITATION.  
PT 101 DENOTES PART LOT 101 DP1071897  
AND IS NOT PART OF THIS STRATA PLAN.  
T DENOTES TERRACE

Registered Surveyor

SURVEYOR'S REFERENCE : C/020912

Authorized Person/General Manager/Accredited Certifier

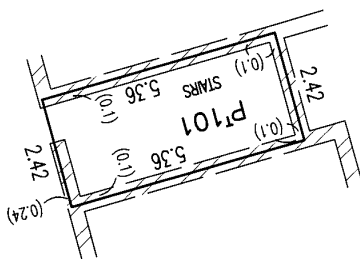


DIAGRAM  
NOT TO SCALE

2.42  
(0.2)

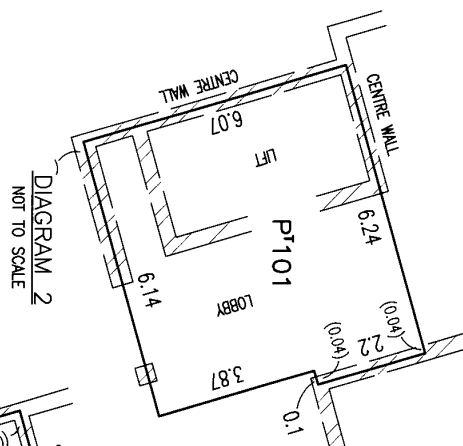


DIAGRAM 2  
NOT TO SCALE

SP73608

LANE

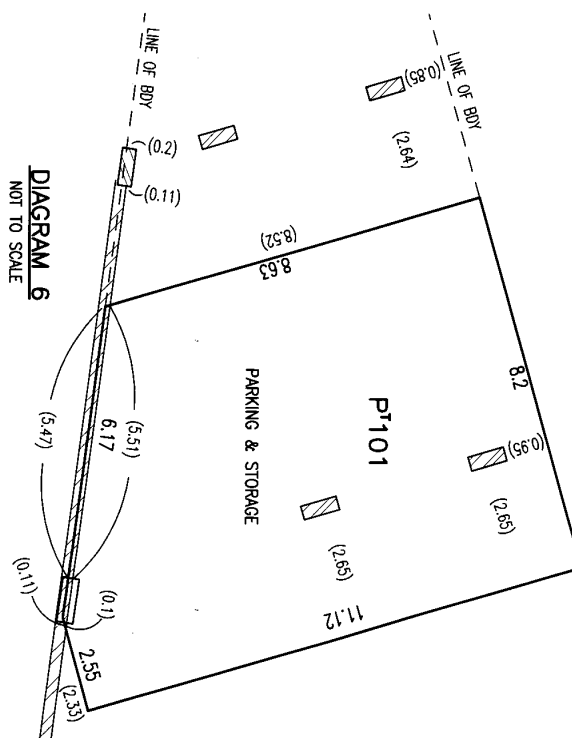
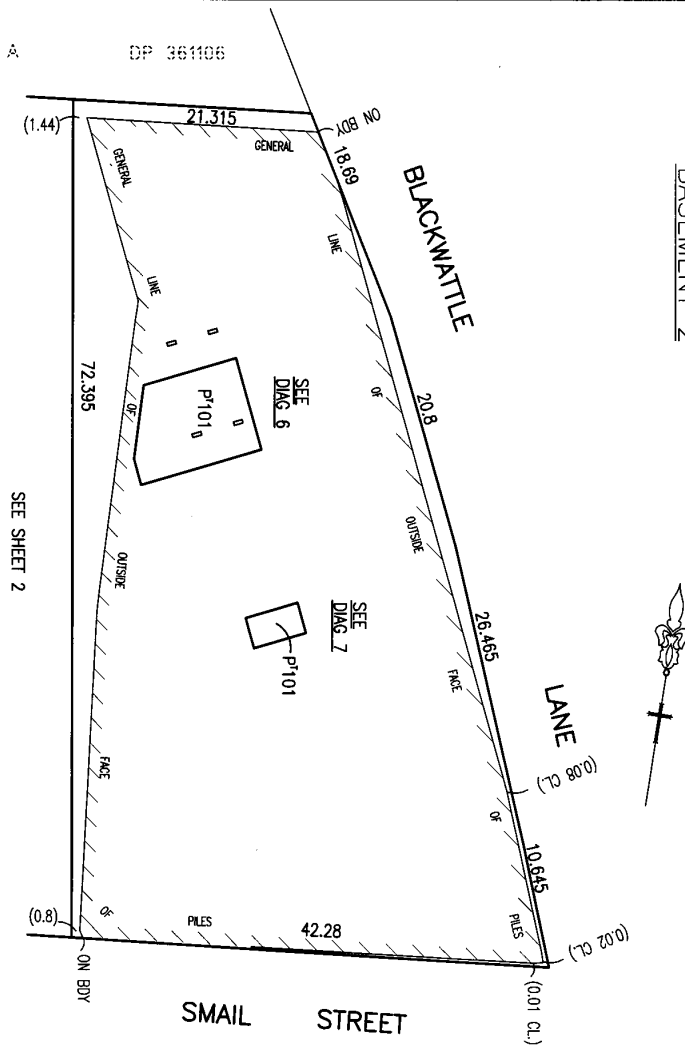
SP73608



**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 4 of 12 Sheets

LOCATION PLAN  
BASEMENT 2



**DIAGRAM 7**  
NOT TO SCALE

Lengths are in metres

Reduction Ratio 1 : 400

Registered Surveyor

SURVEYOR'S REFERENCE : C/020912

Authorized Person/General Manager/Accredited Certifier

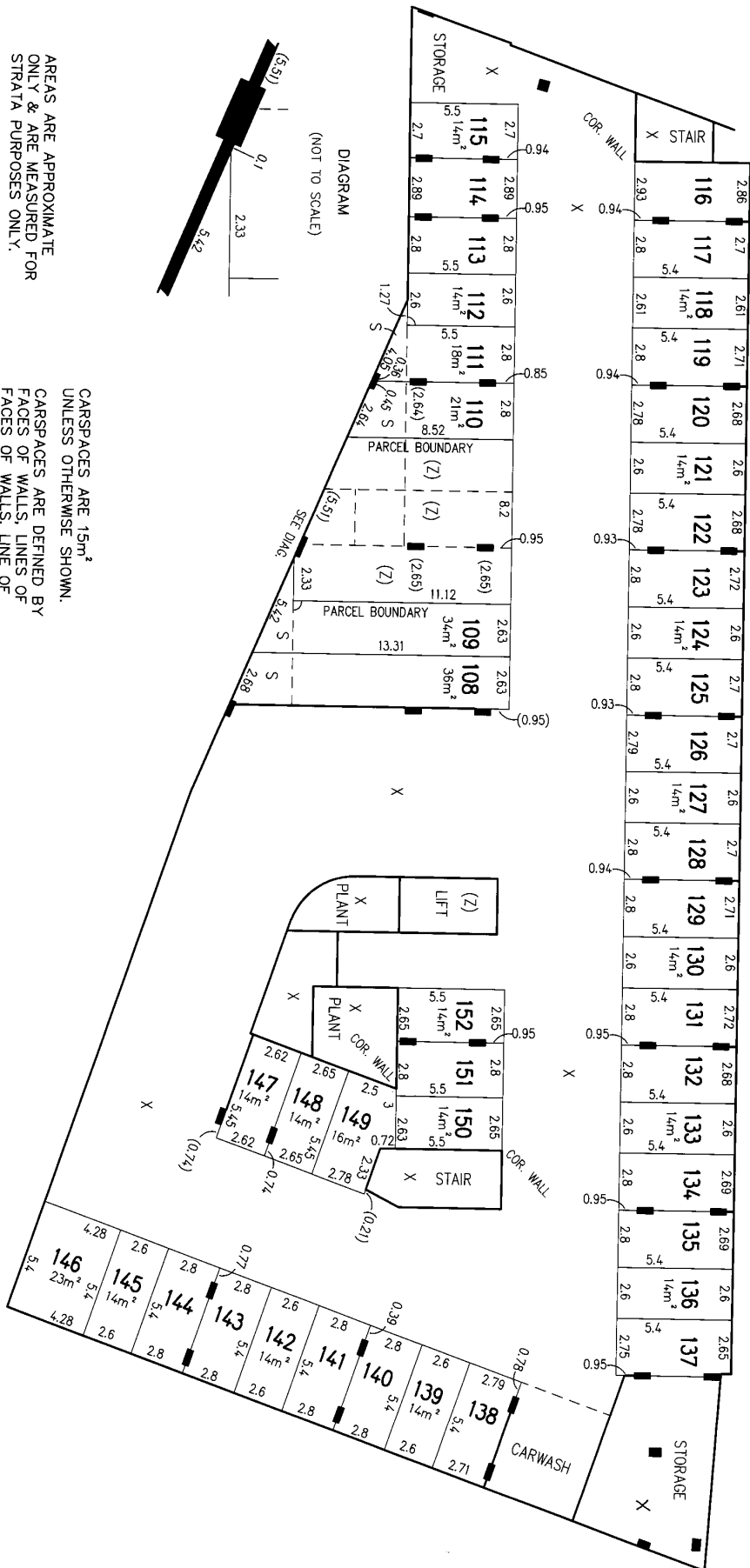
SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 12 Sheets

# **BASEMENT 2 CARPARKING**

**SP73608**



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.  
 X DENOTES COMMON PROPERTY.  
 S DENOTES STORAGE AREA.  
 D DENOTES 90 DEGREES ANGLE

CARPSPACES ARE 15m² UNLESS OTHERWISE SHOWN.  
 CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS, LINE OF CENTRES OF COLUMNS & DIMENSIONS AS SHOWN.  
 FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.

(Z) DENOTES PART LOT 101 DP1071897

Reduction Ratio 1: 200

Lengths are in metres



Registered Surveyor

General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: C/020912

SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 12 Sheets

# **BASEMENT 1 CARPARKING**

SP73608

AREAS ARE APPROXIMATE  
 ONLY & ARE MEASURED FOR  
 STRATA PURPOSES ONLY.

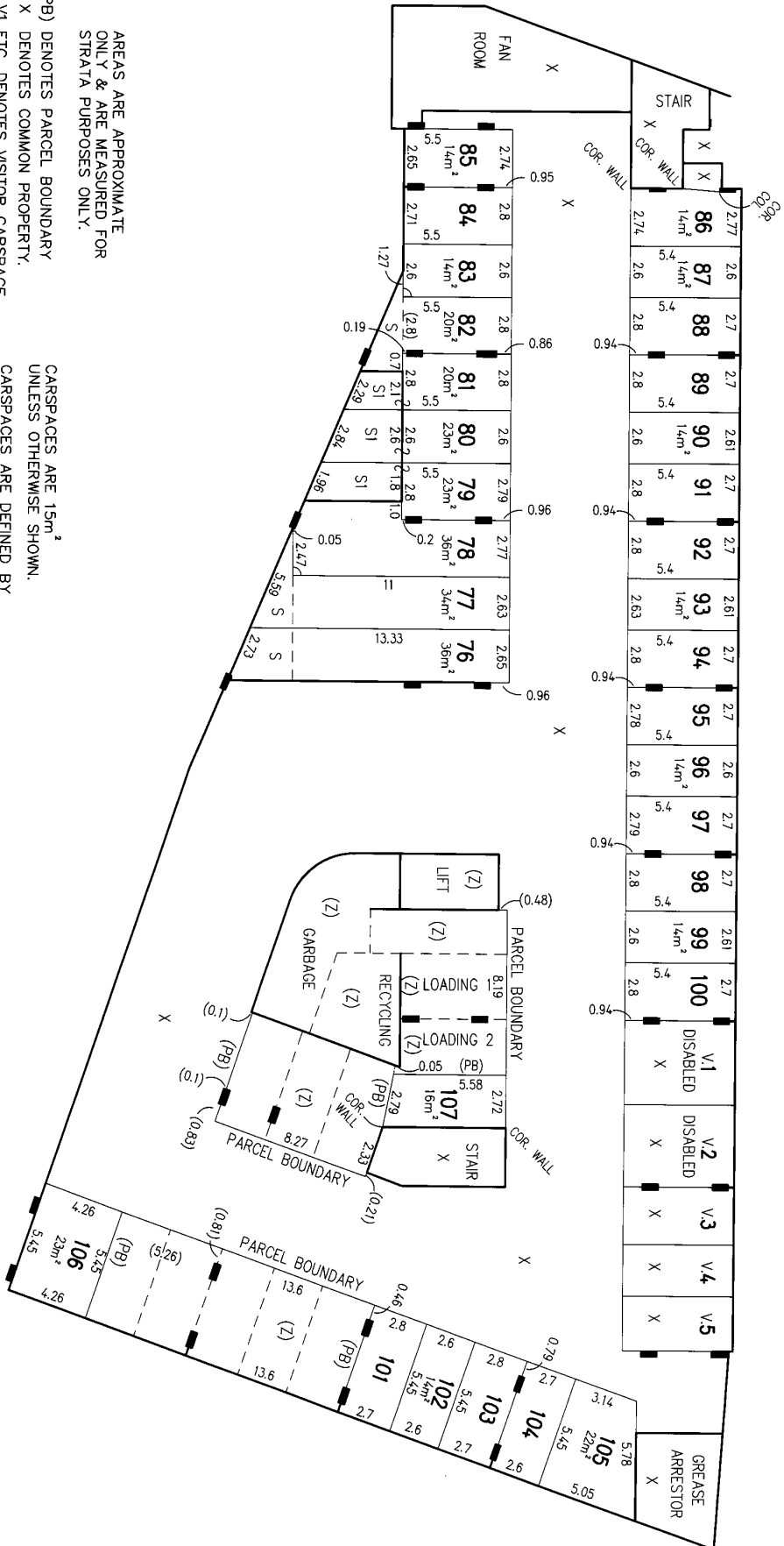
(PB) DENOTES PARCEL BOUNDARY  
 X DENOTES COMMON PROPERTY.  
 V1 ETC. DENOTES VISITOR CARSPACE.  
 S DENOTES STORAGE AREA  
 S1 DENOTES LOW HEIGHT STORAGE  
 AREAS BELOW DETENTION TANK.

(Z) DENOTES PART LOT 101 DP1071900  
 DENOTES 90 DEGREES ANGLE

CARPACES ARE 15m<sup>2</sup>  
 UNLESS OTHERWISE SHOWN.

CARPACES ARE DEFINED BY  
 FACES OF WALLS, LINES OF  
 CENTRES OF COLUMNS &  
 DIMENSIONS AS SHOWN.

FOR CLARITY NOT ALL COMMON  
 PROPERTY, DUCTS & COLUMNS  
 ARE SHOWN.



Reduction Ratio 1: 200

Registered Surveyor *[Signature]*

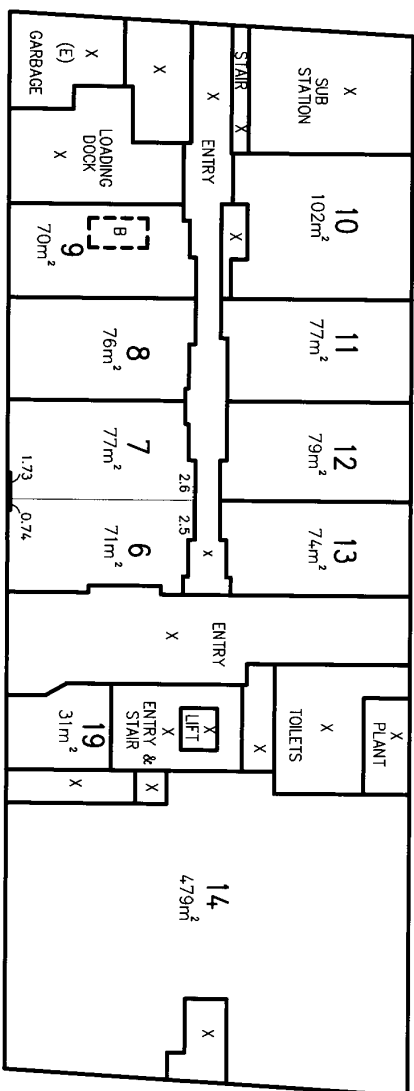
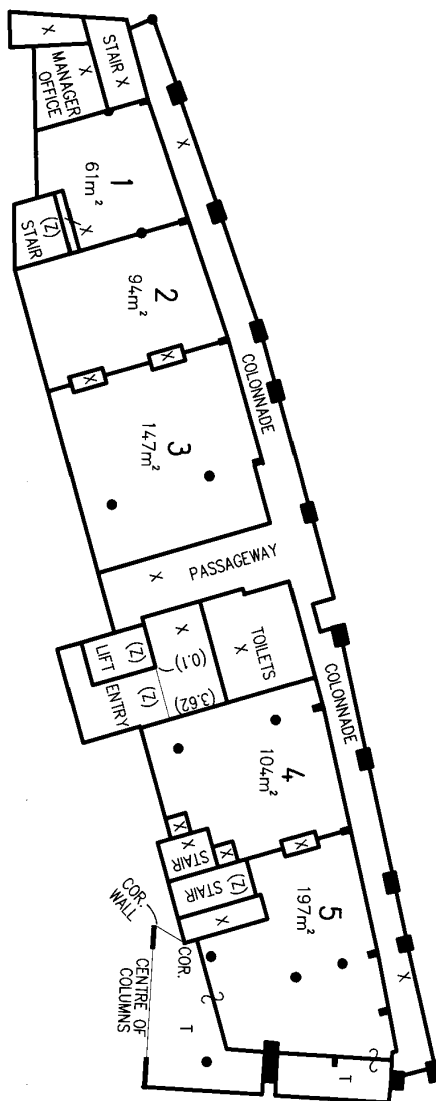
General Manager / Authorised Person / Accredited Certifier *[Signature]*

SURVEYOR'S REFERENCE: C/020912

Lengths are in metres

GROUND FLOOR

SP73608



Reduction Ratio 1 : 300

Lengths are in metres

Registered Surveyor

Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : C/020912

X:\02JOBS\020912\_MOUNTAIN-ST\

AREAS ARE APPROXIMATE ONLY & INCLUDE TERRACES WHERE SHOWN & ARE MEASURED FOR STRATA PURPOSES ONLY.

X DENOTES COMMON PROPERTY.  
FOR CLARITY NOT ALL COMMON PROPERTY  
DUCTS & COLUMNS ARE SHOWN.

T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.

B DENOTES UPPER LIMIT OF LOT IN THIS AREA IS THE LINE OF THE ADJOINING CEILING.

(E) EASEMENT FOR USE AND ACCESS TO  
GARBAGE ROOM. DP1071987

(Z) & PT 101 DENOTE PART LOT 101 DP1071897 AND ARE NOT PART OF THIS STRATA PLAN.

UPPER LIMIT OF LOTS 6 TO 14 AND 19 IS THE  
UNDERSIDE OF THE MAIN FLOOR AND TIMBER  
BEAMS OF THE FLOOR ABOVE.

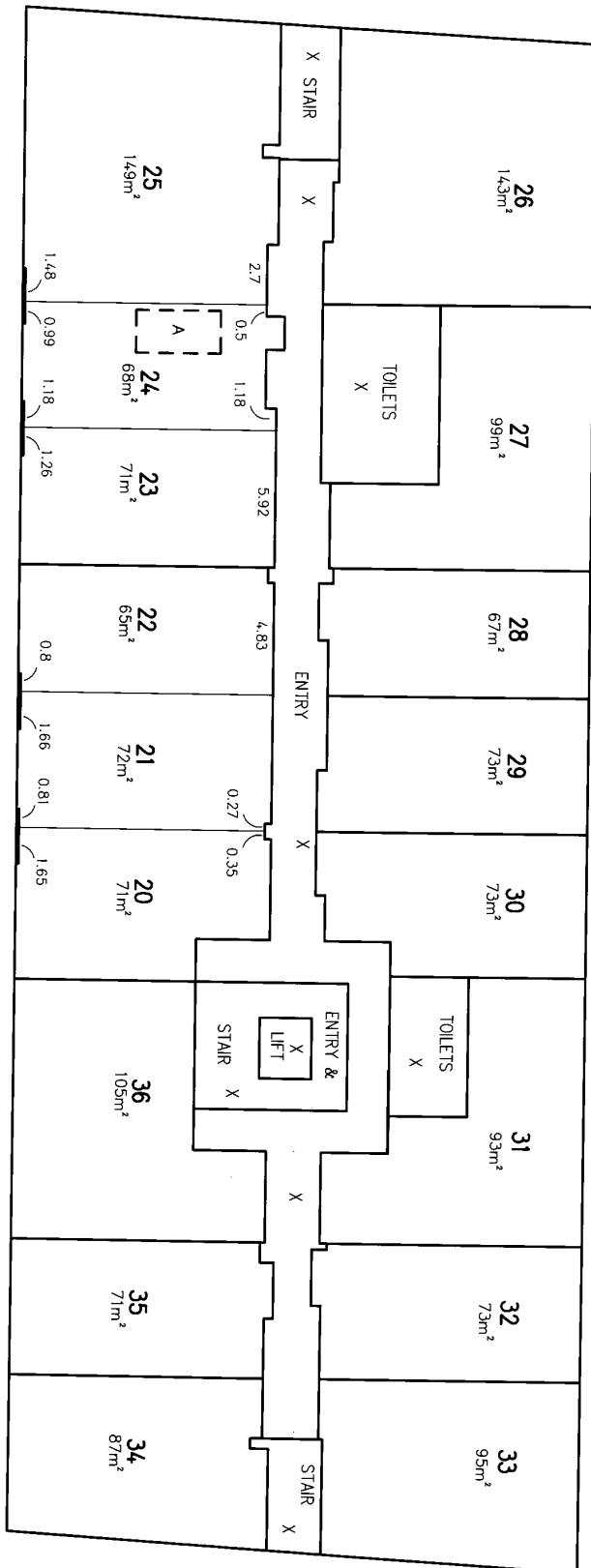




## LEVEL ONE

BUILDING B

SP73608



A DENOTES LOWER LIMIT OF LOT  
IN THIS AREA IS LINE OF UPPER  
SURFACE OF ADJOINING FLOOR.

UPPER LIMIT OF UNITS 20 TO 36  
IS UNDERSIDE OF THE MAIN FLOOR  
AND TIMBER BEAMS OF THE FLOOR ABOVE.

Reduction Ratio 1: 200

Lengths are in metres



Registered Surveyor *W. H. H.*

General Manager/Authorized Person/Accredited Certifier

SURVEYOR'S REFERENCE: C/020912

SP2

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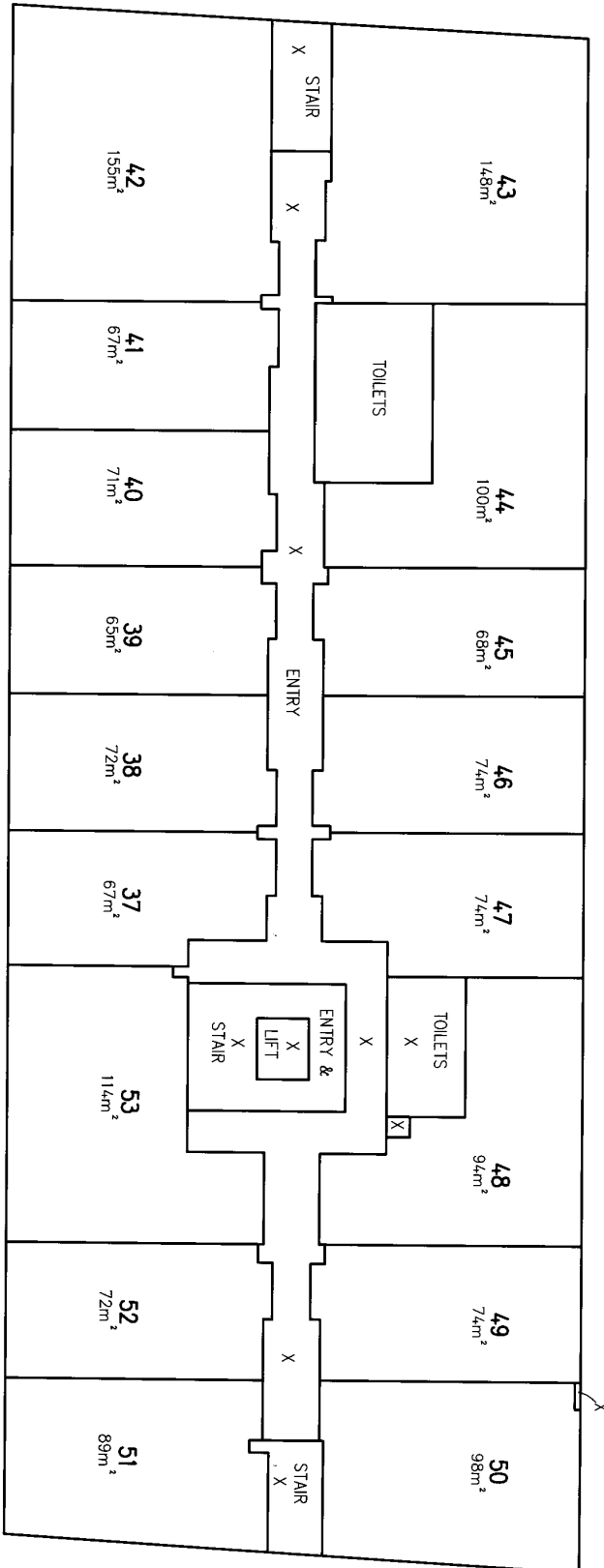
Sheet No. 9 of 12 Sheets



## LEVEL TWO

BUILDING B

SP73608



AREAS ARE APPROXIMATE  
 ONLY & ARE MEASURED FOR  
 STRATA PURPOSES ONLY.

X DENOTES COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON  
 PROPERTY, DUCTS & COLUMNS  
 ARE SHOWN.

UPPER LIMIT OF UNITS 37 TO 53  
 IS UNDERSIDE OF THE MAIN FLOOR  
 AND TIMBER BEAMS OF THE FLOOR ABOVE.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: C/020912



SP2

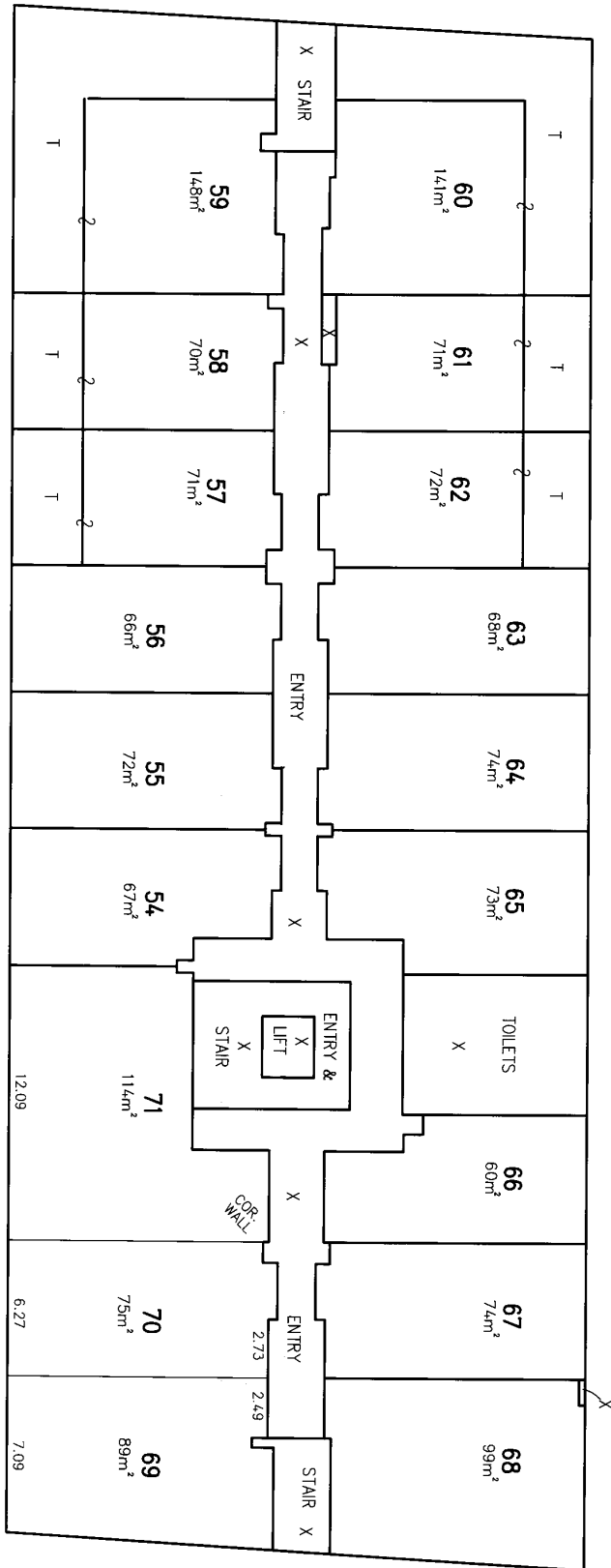
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Sheet No. 10 of 12 Sheets



**LEVEL THREE**  
BUILDING B

SP73608



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.  
 X DENOTES COMMON PROPERTY.  
 T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.

FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.

Reduction Ratio 1: 200

Lengths are in metres



Registered Surveyor *[Signature]* ~~General Manager / Accredited Certifier~~

SURVEYOR'S REFERENCE: C/020912

SP2

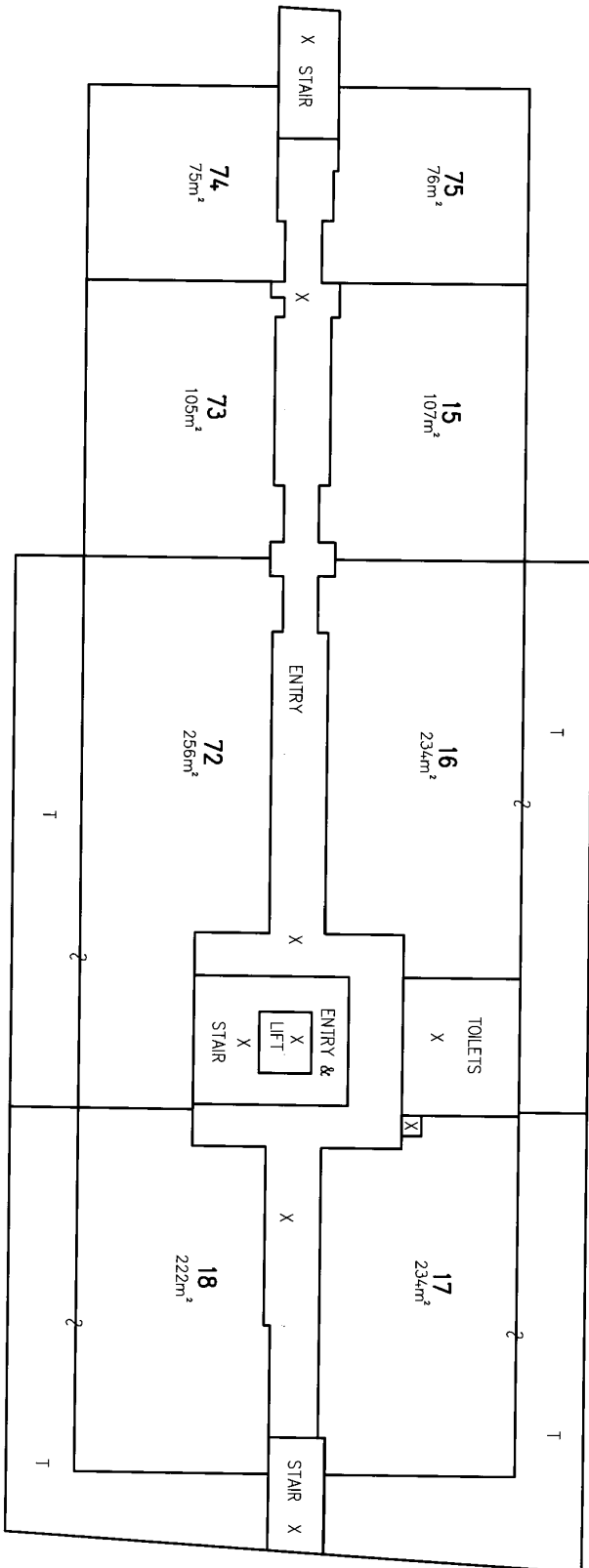
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 12 Sheets



**LEVEL FOUR**  
BUILDING B

SP73608



AREAS ARE APPROXIMATE ONLY & ARE MEASURED FOR STRATA PURPOSES ONLY.  
 X DENOTES COMMON PROPERTY.  
 T DENOTES TERRACE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOOR EXCEPT WHERE COVERED.  
 FOR CLARITY NOT ALL COMMON PROPERTY, DUCTS & COLUMNS ARE SHOWN.

Reduction Ratio 1: 200

Lengths are in metres



Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: C/020912

SP2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 12 Sheets

SP73608

| SCHEDULE OF UNIT ENTITLEMENT |                  | LOT N° |  | UNIT ENTITLEMENT |  | LOT N° |  | UNIT ENTITLEMENT |  | LOT N°    |  | UNIT ENTITLEMENT |  |
|------------------------------|------------------|--------|--|------------------|--|--------|--|------------------|--|-----------|--|------------------|--|
| LOT N°                       | UNIT ENTITLEMENT | 20     |  | 82               |  | 42     |  | 202              |  | 64        |  | 92               |  |
|                              |                  | 21     |  | 88               |  | 43     |  | 199              |  | 65        |  | 94               |  |
|                              |                  | 22     |  | 81               |  | 44     |  | 128              |  | 66        |  | 82               |  |
| 1                            | 78               | 23     |  | 92               |  | 45     |  | 86               |  | 67        |  | 96               |  |
| 2                            | 111              | 24     |  | 87               |  | 46     |  | 93               |  | 68        |  | 124              |  |
| 3                            | 167              | 25     |  | 142              |  | 47     |  | 93               |  | 69        |  | 102              |  |
| 4                            | 129              | 26     |  | 183              |  | 48     |  | 121              |  | 70        |  | 84               |  |
| 5                            | 204              | 27     |  | 125              |  | 49     |  | 93               |  | 71        |  | 135              |  |
| 6                            | 108              | 28     |  | 87               |  | 50     |  | 116              |  | 72        |  | 267              |  |
| 7                            | 119              | 29     |  | 91               |  | 51     |  | 108              |  | 73        |  | 150              |  |
| 8                            | 121              | 30     |  | 90               |  | 52     |  | 91               |  | 74        |  | 115              |  |
| 9                            | 86               | 31     |  | 120              |  | 53     |  | 138              |  | 75        |  | 113              |  |
| 10                           | 151              | 32     |  | 91               |  | 54     |  | 95               |  | 76 TO 152 |  | 12 EACH          |  |
| 11                           | 91               | 33     |  | 102              |  | 55     |  | 98               |  |           |  |                  |  |
| 12                           | 94               | 34     |  | 102              |  | 56     |  | 90               |  |           |  |                  |  |
| 13                           | 89               | 35     |  | 92               |  | 57     |  | 93               |  |           |  |                  |  |
| 14                           | 563              | 36     |  | 137              |  | 58     |  | 93               |  |           |  |                  |  |
| 15                           | 140              | 37     |  | 89               |  | 59     |  | 129              |  |           |  |                  |  |
| 16                           | 226              | 38     |  | 91               |  | 60     |  | 139              |  |           |  |                  |  |
| 17                           | 192              | 39     |  | 83               |  | 61     |  | 91               |  |           |  |                  |  |
| 18                           | 197              | 40     |  | 90               |  | 62     |  | 77               |  |           |  |                  |  |
| 19                           | 63               | 41     |  | 89               |  | 63     |  | 86               |  | AGGREGATE |  | 10,000           |  |

Reduction Ratio 1:

Lengths are in metres



Registered Surveyor

General Manager / Authorised Signatory / Accredited Certifier

SURVEYOR'S REFERENCE: C/020912

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 1 of 5 Sheets)

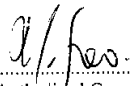
**SP73608**

Plan of Subdivision of Lot 102 in Deposited Plan  
covered by Certificate No. dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**PART 1 - Creation**

| <b>Number of<br/>item shown in<br/>the intention<br/>panel on the<br/>plan:</b> | <b>Identity of easement, profit à<br/>prendre, restriction or positive<br/>covenant to be created and<br/>referred to in the plan:</b> | <b>Burdened lot(s) or<br/>parcel(s):</b> | <b>Benefited lot (s),<br/>road(s), bodies or<br/>Prescribed<br/>Authorities:</b> |
|---|--|--|--|
| 1.  | Restriction on use of land   | Common Property                          | The Council of the<br>City of Sydney   |

  
..... 1  
Authorised Council Person





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 2 of 5 Sheets)

Plan: SP

**S P 73 6 0 8**

Plan of Subdivision of Lot 102 in Deposited Plan  
covered by Certificate No.  
dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**PART 2 - TERMS**

**1. Definitions and interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

"**Authorised User**" means every other person authorized by the Grantee or the Grantor, as applicable, for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes:

- (a) the Building Management Committee;
- (b) the lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee or Grantor, as applicable; and
- (c) where the Grantee or Grantor is the City of Sydney, the officers, servants, agents and workmen of the City of Sydney, as applicable, and any other person authorised by either of them to exercise their rights or comply with their obligations under this instrument.

"**Building Management Committee**" means the building management committee for Fusion under the Development Act and a Strata Management Statement.

"**Development Act**" means the *Strata Schemes Freehold Development Act* 1986 (NSW).

"**Easement Site**" means, in relation to an easement in this instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

"**Fusion**" means part Lots B and C in Deposited Plan 361106 and Lots X and Y in Deposited Plan 413123 (and any lots into which they are subdivided or re-subdivided).

"**Government Agency**" means any governmental, semi or local government, statutory, public or other authority.

  
.....  
Authorised Council Person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 3 of 5 Sheets)**

**Plan: SP**

**S P 73608**

Plan of Subdivision of Lot 102 in Deposited Plan  
covered by Certificate No.  
dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**"Grantee" means:**

- (a) the registered proprietor or mortgagee in possession of the Lot Benefited;
- (b) the owner's corporation under the Development Act in respect of the Lot Benefited;  
and
- (c) any Government Agency benefited.

**"Grantor" means:**

- (a) the registered proprietor or mortgagee in possession of the Lot Burdened; and
- (b) the owner's corporation under the Development Act in respect of the Lot Burdened.

**"Grantor's Improvements"** means the improvements which are erected or to be erected on the Lot Burdened and in respect of which the Grantee and/or every Authorised User may exercise easement rights over.

**"Lot Benefited"** means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

**"Lot Burdened"** means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

**1.2 References to certain terms**

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacement of them;
- (b) **(singular includes plural)** the singular includes the plural and vice versa; and
- (c) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**1.3 Headings**

Headings do not affect the interpretation of this instrument.

.....  
Authorised Council Person

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## INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres:

(Sheet 4 of 5 Sheets)

Plan: SP

**S P 73608**

Plan of Subdivision of Lot 102 in Deposited Plan  
covered by Certificate No.  
dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

### 1.4 Positive covenants and maintenance requirements

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act* 1919 (NSW).

## 2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause and clauses 3 and 4, and in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

## 3. Terms of restriction on use of land numbered 1 in the plan


### 3.1 Right

The Grantor must not:

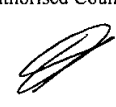
- (a) permit the common property to be used for the storage of vehicles or boats, provided that designated visitor car spaces may be used for the temporary parking of vehicles by visitors to the strata scheme; and
- (b) grant or permit to be granted any lease, licence or exclusive use rights over any part of the common property for the purpose of parking or storage of vehicles or boats.

### 3.2 Release

The Council of the City of Sydney is the body empowered to release, vary or modify the restriction on use numbered one in the abovementioned plan.

  
.....  
Authorised Council Person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 5 of 5 Sheets)

Plan: SP **S P 73608**

Plan of Subdivision of Lot 102 in Deposited Plan  
covered by Certificate No.  
dated

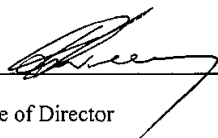
**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd, ACN 097  
833 951  
Level 4, 1 Kent Street, Sydney

**EXECUTION PAGE**

**DATED:** 25/10/04

**Executed by Multiplex (Mountain Street) Pty  
Ltd by or in the presence of:**

ABN 67 097 833 951



Signature of Director

**DAVID JOHN SWEENEY**

Name of Director in full



Signature of Secretary/other Director

**ROSS A McDIVEN**

Name of Secretary/other Director in full

**Signed for and on behalf of Ing Custodians  
Pty Limited by [ ] its  
Attorney under a Power of Attorney dated  
and registered Book No. and the  
Attorney declares that the Attorney has not  
received any notice of the revocation of such Power  
of Attorney, in the presence of:**

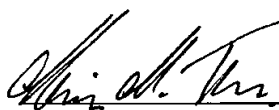
x 

Signature of ~~Witness~~ **DIRECTOR**

**STEPHEN ROUVRAY**

**DIRECTOR**

Name of ~~Witness~~ in full



Signature



**MARION MARGARET TRUMAN  
COMPANY SECRETARY**



Authorised Council Person

5

SYDWORKDOCS\854\3498150.6



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Form: 11R  
Release: 4.3

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



**AP944259N**

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

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

|                        |   |   |                  |
|------------------------|---|---|------------------|
| (A) STAMP DUTY         | If applicable. Revenue NSW use only   |   |                  |
| (B) TORRENS TITLE      | CP/SP73608; CP/SP74328  |   |                  |
| (C) REGISTERED DEALING | Number  |   | Torrens Title    |
| (D) LODGED BY          | Document Collection Box<br><b>1W</b>  | Name, Address or DX, Telephone, and Customer Account Number if any<br>STRATA TITLE LAWYERS<br>SUITE 1, LEVEL 10, 46 MARKET STREET, SYDNEY NSW 2000<br>(02) 9091 8068<br>Reference: DP 1071897 | CODE<br><b>R</b> |
| (E) APPLICANT          | THE OWNERS - STRATA PLAN 73608; THE OWNERS - STRATA PLAN 74328  |   |                  |
| (F) NATURE OF REQUEST  | TO AMEND THE STRATA MANAGEMENT STATEMENT PURSUANT TO S 103 OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 |   |                  |

(G) TEXT OF REQUEST

Clause 46.5 (Email) is amended to read as:

'Notices to be given under the strata management statement may be given by e-mail.'

in accordance with the special resolution of The Owners - Strata Plan 73608 (passed at their annual general meeting held on 9 January 2020, a copy of the minutes is annexed to this form and marked 'A') and the special resolution of The Owners - Strata Plan 74328 (passed at their annual general meeting held on 15 October 2019, a copy of the minutes is annexed to this form and marked 'B').

**DATE**

|   |   |
|---|---|
| (H) I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence.<br>[See note* below]. | Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below. |
| Signature of witness:   | Signature of authorised officer:  |
| Name of witness:  | Authorised officer's name: REFER TO PAGE 2 AND 3  |
| Address of witness:   | Authority of officer: FOR ATTESTATION   |
|   | Signing on behalf of:   |

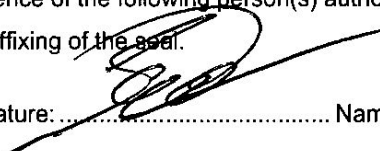
(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 73608 was affixed on .. 28 February 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: Sean Bermingham Authority: Strata Manager

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

^ Insert appropriate date

\_\_\_\_\_



Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 74328 was affixed on 28 February 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: Sean Bermingham Authority: Strata Manager

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Authority: \_\_\_\_\_

^ Insert appropriate date



MINUTES OF ANNUAL GENERAL MEETING  
Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 73608  
**FUSION | COMMERCIAL**  
22-36 Mountain Street, ULTIMO NSW 2007

The meeting was held on Thursday, 9 January 2020  
at The Building Manager’s Office

PRESENT: J Preston Lot 45 & 46

PRESENT BY PROXY: D Homes & P Boyle Lot 9,26, & 27 proxy to Neville Spencer

IN ATTENDANCE: N Spencer Lot 9, 26 & 27  
S Taylor Fusion Building Management  
J Chew Strata Plus

Those present determined that Jonathan Chew chair the meeting.  
Half-hour after 8:45 the chairperson declared that those present constituted a quorum.  
The meeting was declared open at 9.15am

MINUTES

| CONFIRMATION OF RECORDS         |  |   |
|---------------------------------|--|---|
| MOTION 1                        | CONFIRMATION OF MINUTES                  | <b>RESOLVED</b> that the minutes of the last general meeting of the owners corporation held 3 August 2019 be confirmed as a true record and account of the proceedings at that meeting.   |
| MOTION 2                        | ADOPTION OF FINANCIAL STATEMENTS         | (a) <b>RESOLVED</b> that the audited financial reports for the period ended 31 March 2019 be adopted.<br>(b) <b>RESOLVED</b> that the accounting records and statements of financial information for the period ended 30 November 2019 be adopted.  |
| COMMON PROPERTY RISK MANAGEMENT |  |   |
| MOTION 3                        | CONFIRMATION OF CURRENT INSURANCES       | <b>RESOLVED</b> that the owners corporation’s current insurances as detailed in the attachment to the Notice were confirmed.  |
| MOTION 4                        | INSURANCE COMMISSION & TRAINING SERVICES | The owners corporation <b>NOTED</b> that Strata Plus confirmed that no commission or broker fee was received at the time the premium was paid.  |
| MOTION 5                        | INSURANCE RENEWAL                        | <b>RESOLVED</b> that the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus to renew the insurances for the scheme.   |
| MOTION 6                        | BUILDING VALUATION                       | <b>RESOLVED</b> that the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.<br>Note: the last report was obtain in February 2016. |
| MOTION 7                        | WORKERS COMPENSATION INSURANCE           | <b>RESOLVED</b> that the owners corporation confirmed that it does employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore requires workers compensation insurance.  |

| MOTION 8  | ANNUAL FIRE SAFETY STATEMENT                 | <p>(a) <b>RESOLVED</b> that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) <b>RESOLVED</b> that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ul style="list-style-type: none"><li>i. The secretary of the scheme, then</li><li>ii. A member of the committee then</li><li>iii. A second member of the committee, then</li><li>iv. The managing agent</li></ul> <p>(c) <b>RESOLVED</b> that the owners corporation acknowledged that a fee of one hour of the directors' time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p>  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
|---|--|--|----------|-----------------|---|--------------|------------------------------|--------------|---------------------------------|--------------|----------------|--------------|--------------|---------------------|----------|-----------------|--------------|--------------|
| MOTION 9  | WORK, HEALTH & SAFETY – RISK & SAFETY REPORT | <p>The owners corporation acknowledged the <i>Work Health and Safety Act 2011 and Regulations</i> and <b>RESOLVED</b> to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting that a report is yet to be undertaken/noting the last report undertaken in August 2016; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p>  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| FINANCIAL MATTERS   |  |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| MOTION 10   | TERM DEPOSITS                                | <b>RESOLVED</b> that the treasurer of the owners corporation be authorised by standing authority to advise the strata managing agent of those amounts which may be placed on term deposit with the trust account bank.   |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| MOTION 11   | APPOINTMENT OF AUDITOR                       | <b>RESOLVED</b> that an auditor be appointed for the owners corporation for the financial year ending 31 March 2020.   |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| BUDGET & LEVY CONTRIBUTIONS   |  |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| MOTION 12   | ADMINISTRATIVE FUND BUDGET & LEVIES          | <p><b>RESOLVED</b> that the Administrative Fund Budget for the financial year commencing 1 April 2019 be adopted and that levies of \$572,000.00 incl. GST (\$520,000.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 April 2019 Date (already issued as per resolution of last year's AGM)</td><td>\$105,707.22</td></tr><tr><td>1 July 2019 (already issued)</td><td>\$105,707.22</td></tr><tr><td>1 October 2019 (already issued)</td><td>\$105,707.22</td></tr><tr><td>1 January 2020</td><td>\$254,878.34</td></tr><tr><td><b>Total</b></td><td><b>\$572,000.00</b></td></tr></table> <p><b>RESOLVED</b> that the first levy for the 1 April 2020 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year's annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 April 2020</td><td>\$143,000.00</td></tr></table> | Due Date | Admin Incl. GST | 1 April 2019 Date (already issued as per resolution of last year's AGM) | \$105,707.22 | 1 July 2019 (already issued) | \$105,707.22 | 1 October 2019 (already issued) | \$105,707.22 | 1 January 2020 | \$254,878.34 | <b>Total</b> | <b>\$572,000.00</b> | Due Date | Admin Incl. GST | 1 April 2020 | \$143,000.00 |
| Due Date  | Admin Incl. GST                              |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| 1 April 2019 Date (already issued as per resolution of last year's AGM) | \$105,707.22                                 |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| 1 July 2019 (already issued)  | \$105,707.22                                 |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| 1 October 2019 (already issued)   | \$105,707.22                                 |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| 1 January 2020  | \$254,878.34                                 |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| <b>Total</b>  | <b>\$572,000.00</b>                          |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| Due Date  | Admin Incl. GST                              |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |
| 1 April 2020  | \$143,000.00                                 |  |          |                 |   |              |                              |              |                                 |              |                |              |              |                     |          |                 |              |              |

| MOTION 13   | RECOMMENDATIONS OF CAPITAL WORKS PLAN         | <b>RESOLVED</b> that the recommendations of the Capital Works Plan (or last Sinking Fund Forecast Report) prepared by Sinking Funds Plans Consultants were acknowledged, noting the details of the forecasted expenditure and recommended contributions.   |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
|---|---|--|----------|-------------------------|---|-------------|------------------------------|-------------|---------------------------------|-------------|----------------|---------------|--------------|--------------------|----------|-------------------------|--------------|------------|
| MOTION 14   | CAPITAL WORKS FUND FORECAST REPORT            | That the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.<br><b>MOTION DEFEATED</b>  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| MOTION 15   | CAPITAL WORKS FUND BUDGET & LEVIES            | <b>RESOLVED</b> that the Capital Works Fund Budget for the financial year commencing 1 April 2019 be adopted and that levies of \$15,584.80 incl. GST (\$14,168.00 plus GST) be determined as detailed in the table below: <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 April 2019 Date (already issued as per resolution of last year's AGM)</td><td>\$28,019.78</td></tr><tr><td>1 July 2019 (already issued)</td><td>\$28,019.78</td></tr><tr><td>1 October 2019 (already issued)</td><td>\$28,019.78</td></tr><tr><td>1 January 2020</td><td>(\$68,474.54)</td></tr><tr><td><b>Total</b></td><td><b>\$15,584.80</b></td></tr></table><br><b>RESOLVED</b> that the first levy for the 1 April 2020 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year's annual general meeting: <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 April 2020</td><td>\$3,896.10</td></tr></table> | Due Date | Capital Works Incl. GST | 1 April 2019 Date (already issued as per resolution of last year's AGM) | \$28,019.78 | 1 July 2019 (already issued) | \$28,019.78 | 1 October 2019 (already issued) | \$28,019.78 | 1 January 2020 | (\$68,474.54) | <b>Total</b> | <b>\$15,584.80</b> | Due Date | Capital Works Incl. GST | 1 April 2020 | \$3,896.10 |
| Due Date  | Capital Works Incl. GST                       |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| 1 April 2019 Date (already issued as per resolution of last year's AGM) | \$28,019.78                                   |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| 1 July 2019 (already issued)  | \$28,019.78                                   |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| 1 October 2019 (already issued)   | \$28,019.78                                   |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| 1 January 2020  | (\$68,474.54)                                 |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| <b>Total</b>  | <b>\$15,584.80</b>                            |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| Due Date  | Capital Works Incl. GST                       |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| 1 April 2020  | \$3,896.10                                    |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| MOTION 16   | RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET | <b>RESOLVED</b> that the 10% per item limitation of budget to actual expenditure be removed.   |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| MOTION 17   | MANAGEMENT OF OUTSTANDING LEVIES              | <b>RESOLVED</b> that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs: <ul style="list-style-type: none"><li>(a) the managing agent to issue reminder notices;</li><li>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;</li><li>(c) the strata committee to provide consent for payment plans;</li><li>(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and</li><li>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</li></ul>   |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| <b>OWNERS CORPORATION GOVERNANCE</b>                                    |   |  |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |
| MOTION 18   | STRATA COMMITTEE                              | (a) <b>RESOLVED</b> that the following nominations were received given that consent was confirmed: <ul style="list-style-type: none"><li>+ Neville Spencer of Lot 9 volunteered to stand for election to the strata committee</li><li>+ Jennifer Preston of Lot 45 volunteered to stand for election to the strata committee</li><li>+ Patrick Brady of Lot 35 volunteered to stand for election to the strata committee</li></ul>   |          |                         |   |             |                              |             |                                 |             |                |               |              |                    |          |                         |              |            |



|           |  |   |
|-----------|--|---|
|           |  | <ul style="list-style-type: none"><li>+ The lot owner of 40 nominate Rowena Curlewis to stand for election to the strata committee</li><li>+ One vacancy is available for any owners to stand for election to the strata committee</li></ul> <p>(b) <b>RESOLVED</b> that the chairperson closed the nominations</p> <p>(c) <b>RESOLVED</b> that the number of strata committee members be determined at 5.</p>  |
| MOTION 19 | STRATA COMMITTEE ELECTION              | <b>RESOLVED</b> that given the number of nominations equals the number of members decided upon, then those members were duly elected.   |
| MOTION 20 | RESTRICTED MATTERS                     | <b>RESOLVED</b> that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.  |
| MOTION 21 | BMC REPRESENTATIVES                    | <p>THAT the owners corporation <b>SPECIALLY RESOLVED</b> to appoint a representative and substitute representative to the building management committee.</p> <p>(a) <b>RESOLVED</b> to appoint Patrick Brady of Lot 35 to represent the interests of the owners corporation as a member at meetings of the Building Management Committee; and</p> <p>(b) <b>RESOLVED</b> to appoint Neville Spencer of Lot 9 as substitute representative from the executive committee to represent the interests of the owners corporation in the representative's absence.</p> <p>Total unit entitlements voting: 573.00<br/>In favour: 573.00 unit entitlements (100 %)<br/>Against: 0.00 unit entitlements (0%)</p> |
| MOTION 22 | CHANGES TO STRATA MANAGEMENT STATEMENT | <b>RESOLVED</b> that the owners corporation instruct the BMC representatives to vote in favour of amending the Strata Management Statement to allow for email distribution of Notices.  |
| CLOSURE   |  | There being no further business the chairperson declared the meeting closed at 9:35 AM  |

MINUTES OF STRATA COMMITTEE MEETING  
Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 73608  
**FUSION | COMMERCIAL**  
22-36 Mountain Street, ULTIMO NSW 2007

The meeting was held immediately after the Annual General Meeting  
on Thursday, 8 January 2020  
at The Building Manager’s Office

PRESENT:                                N Spencer                                Lot 9  
   J Preston                                Lot 26

IN ATTENDANCE:                    S Taylor                                Fusion Building Management  
   J Chew                                Strata Plus

Those present determined that Jonathan Chew chair the meeting.  
The chairperson declared a quorum.

MINUTES

| STATUTORY MATTERS           |   |  |
|-----------------------------|---|--|
| MOTION 1                    | CONFIRMATION OF MINUTES                     | <b>RESOLVED</b> that the minutes of the last committee meeting held 29 July 2019 be confirmed as a true and accurate record of that meeting.   |
| MOTION 2                    | ELECTION OF OFFICE BEARERS                  | <b>RESOLVED</b> that the following office bearers be appointed.<br>Chairperson:           Patrick Brady<br>Secretary:            Jennifer Preston<br>Treasurer:            Neville Spencer                                   |
| STRATA COMMITTEE GOVERNANCE |   |  |
| MOTION 3                    | ELECTRONIC SERVICE OF INSURANCE INFORMATION | <b>RESOLVED</b> that the strata committee would accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation was determined to be that of the committee |
| PECUNIARY INTERESTS         |   |  |
| MOTION 4                    | TERM DEPOSITS                               | <b>RESOLVED</b> that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.  |
| CODE OF CONDUCT             |   |  |
| MOTION 5                    | CODE OF CONDUCT                             | <b>RESOLVED</b> that the Code of Conduct was accepted and signed by all members.   |
| NEXT MEETING                |   |  |
| MOTION 6                    | NEXT MEETING                                | <b>RESOLVED</b> that the next strata committee meeting will be held at 8:45AM on a Thursday in May (date to be confirmed) in the Building Manager’s Office.  |
| CLOSURE                     |   | There being no further business the chairperson declared the meeting closed at 9:40 AM   |



MINUTES OF ANNUAL GENERAL MEETING  
Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74328

FUSION | RESIDENTIAL

16-20 Smail Street, ULTIMO NSW 2007

The meeting was held on Tuesday 15 October 2019  
at the rooftop of 16- 20 Smail Street, ULTIMO NSW 2007

|          |                      |             |
|----------|----------------------|-------------|
| PRESENT: | P Cooke              | Lot 21      |
|          | Q Jiang              | Lot 22      |
|          | L Kolenberg & Y Nyss | Lot 27      |
|          | B Villenoisy         | Lot 37      |
|          | M Simonson           | Lot 46      |
|          | B Bates              | Lot 54      |
|          | C Paroli             | Lot 70      |
|          | C Lyttleton          | Lot 72      |
|          | I Brittain           | Lot 73 & 87 |

|                   |                     |                   |
|-------------------|---------------------|-------------------|
| PRESENT BY PROXY: | P Kadak (Lot30)     | proxy to C Paroli |
|                   | N Jozelich (Lot 60) | proxy to J Chew   |

|                |          |             |
|----------------|----------|-------------|
| IN ATTENDANCE: | D Cooke  | Lot 21      |
|                | S Sestha | Lot 76      |
|                | J Chew   | Strata Plus |

Those present determined that Jonathan Chew chair the meeting.  
Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.  
The meeting was declared open at 6:30pm

MINUTES

| CONFIRMATION OF RECORDS         |  |  |
|---------------------------------|--|--|
| MOTION 1                        | CONFIRMATION OF MINUTES                  | RESOLVED that the minutes of the last general meeting of the owners corporation held 3 May 2019 be confirmed as a true record and account of the proceedings at that meeting.  |
| MOTION 2                        | ADOPTION OF FINANCIAL STATEMENTS         | RESOLVED that the audited financial reports for the period ended 30 June 2019 be adopted.  |
| COMMON PROPERTY RISK MANAGEMENT |  |  |
| MOTION 3                        | CONFIRMATION OF CURRENT INSURANCES       | RESOLVED that the owners corporation’s current insurances as detailed in the attachment to the Notice were confirmed.  |
| MOTION 4                        | INSURANCE COMMISSION & TRAINING SERVICES | The owners corporation NOTED that Strata Plus confirmed that no commission or broker fee was received at the time the premium was paid.  |
| MOTION 5                        | INSURANCE RENEWAL                        | RESOLVED that the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus to renew the insurances for the scheme. |
| MOTION 6                        | BUILDING VALUATION                       | RESOLVED that the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation  |

|  |  | for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.  |          |                 |  |             |                                 |             |                |              |              |              |       |              |
|--|--|---|----------|-----------------|--|-------------|---------------------------------|-------------|----------------|--------------|--------------|--------------|-------|--------------|
| MOTION 7   | WORKERS COMPENSATION INSURANCE               | <b>RESOLVED</b> that the owners corporation confirmed that it does employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore requires workers compensation insurance.  |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| MOTION 8   | ANNUAL FIRE SAFETY STATEMENT                 | <p>(a) <b>RESOLVED</b> that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) <b>RESOLVED</b> that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ul style="list-style-type: none"><li>i. The secretary of the scheme, then</li><li>ii. A member of the committee then</li><li>iii. A second member of the committee, then</li><li>iv. The managing agent</li></ul> <p>(c) <b>RESOLVED</b> that the owners corporation acknowledged that a fee of one hour of the directors' time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p> |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| MOTION 9   | WORK, HEALTH & SAFETY – RISK & SAFETY REPORT | <p>The owners corporation acknowledged the <i>Work Health and Safety Act 2011 and Regulations</i> and <b>RESOLVED</b> to:</p> <p>(a) instruct the managing agent to organise for a new risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting that a report is yet to be undertaken/noting the last report undertaken in 2012; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p>   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| FINANCIAL MATTERS  |  |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| MOTION 10  | TERM DEPOSITS                                | <b>RESOLVED</b> that the treasurer of the owners corporation be authorised by standing authority to advise the strata managing agent of those amounts which may be placed on term deposit with the trust account bank.  |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| MOTION 11  | APPOINTMENT OF AUDITOR                       | <b>RESOLVED</b> that an auditor be appointed for the owners corporation for the financial year ending 30 June 2020.   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| BUDGET & LEVY CONTRIBUTIONS  |  |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| MOTION 12  | ADMINISTRATIVE FUND BUDGET & LEVIES          | <p><b>RESOLVED</b> that the Administrative Fund Budget for the financial year commencing 1 July 2019 be adopted and that levies of \$447,700.00 incl: GST (\$407,000.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 July 2019 Date (already issued as per resolution of last year's AGM)</td><td>\$98,333.87</td></tr><tr><td>1 October 2019 (already issued)</td><td>\$98,333.87</td></tr><tr><td>1 January 2020</td><td>\$125,516.13</td></tr><tr><td>1 April 2020</td><td>\$125,516.13</td></tr><tr><td>Total</td><td>\$447,700.00</td></tr></table> <p><b>RESOLVED</b> that the first levy for the 1 July 2020 financial year be due and payable to the Administrative Fund in accordance with below and that this</p>   | Due Date | Admin Incl. GST | 1 July 2019 Date (already issued as per resolution of last year's AGM) | \$98,333.87 | 1 October 2019 (already issued) | \$98,333.87 | 1 January 2020 | \$125,516.13 | 1 April 2020 | \$125,516.13 | Total | \$447,700.00 |
| Due Date   | Admin Incl. GST                              |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| 1 July 2019 Date (already issued as per resolution of last year's AGM) | \$98,333.87                                  |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| 1 October 2019 (already issued)  | \$98,333.87                                  |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| 1 January 2020   | \$125,516.13                                 |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| 1 April 2020   | \$125,516.13                                 |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |
| Total  | \$447,700.00                                 |   |          |                 |  |             |                                 |             |                |              |              |              |       |              |

|   |                                       | amount continues to fall due and payable on a quarterly basis until re-determined at next year's annual general meeting: <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 July 2020</td><td>\$111,925.00</td></tr></table>   | Due Date | Admin Incl. GST         | 1 July 2020   | \$111,925.00 |                                 |             |                |             |              |             |       |             |          |                         |             |             |
|---|---------------------------------------|--|----------|-------------------------|---|--------------|---------------------------------|-------------|----------------|-------------|--------------|-------------|-------|-------------|----------|-------------------------|-------------|-------------|
| Due Date  | Admin Incl. GST                       |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| 1 July 2020   | \$111,925.00                          |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| MOTION 13   | RECOMMENDATIONS OF CAPITAL WORKS PLAN | <b>RESOLVED</b> that the recommendations of the Capital Works Plan (or last Sinking Fund Forecast Report) prepared by Sinking Funds Plans Consultants were acknowledged, noting the details of the forecasted expenditure and recommended contributions.   |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| MOTION 14   | CAPITAL WORKS FUND FORECAST REPORT    | That the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.<br><b>MOTION DEFEATED</b>  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| MOTION 15   | CAPITAL WORKS FUND BUDGET & LEVIES    | <b>RESOLVED</b> that the Capital Works Fund Budget for the financial year commencing 1 July 2019 be adopted and that levies of \$64,395.80 incl. GST (\$58,541.64 plus GST) be determined as detailed in the table below: <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 July 2019 (already issued as per resolution of last year's AGM)</td><td>\$16,098.95</td></tr><tr><td>1 October 2019 (already issued)</td><td>\$16,098.95</td></tr><tr><td>1 January 2020</td><td>\$16,098.95</td></tr><tr><td>1 April 2020</td><td>\$16,098.95</td></tr><tr><td>Total</td><td>\$64,395.80</td></tr></table><br><b>RESOLVED</b> that the first levy for the 1 July 2020 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year's annual general meeting: <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 July 2020</td><td>\$16,098.95</td></tr></table> | Due Date | Capital Works Incl. GST | 1 July 2019 (already issued as per resolution of last year's AGM) | \$16,098.95  | 1 October 2019 (already issued) | \$16,098.95 | 1 January 2020 | \$16,098.95 | 1 April 2020 | \$16,098.95 | Total | \$64,395.80 | Due Date | Capital Works Incl. GST | 1 July 2020 | \$16,098.95 |
| Due Date  | Capital Works Incl. GST               |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| 1 July 2019 (already issued as per resolution of last year's AGM) | \$16,098.95                           |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| 1 October 2019 (already issued)                                   | \$16,098.95                           |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| 1 January 2020  | \$16,098.95                           |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| 1 April 2020  | \$16,098.95                           |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| Total   | \$64,395.80                           |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| Due Date  | Capital Works Incl. GST               |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| 1 July 2020   | \$16,098.95                           |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| MOTION 16   | MANAGEMENT OF OUTSTANDING LEVIES      | <b>RESOLVED</b> that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:<br>(a) the managing agent to issue reminder notices;<br>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;<br>(c) the strata committee to provide consent for payment plans;<br>(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and<br>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| OWNERS CORPORATION GOVERNANCE                                     |                                       |  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |
| MOTION 17   | STRATA COMMITTEE                      | (a) <b>RESOLVED</b> that the following nominations were received given that consent was confirmed:<br>Yolande Nyss Lot 27 nominated by Self Nomination<br>Paul Kadak - Lot 30 nominated by Self Nomination<br>Brigitte Bates Lot 54 nominated by Self Nomination<br>Claudio Paroli Lot 70 nominated by Self Nomination<br>Christopher Lyttleton Lot 72 nominated by Self Nomination  |          |                         |   |              |                                 |             |                |             |              |             |       |             |          |                         |             |             |



|           |  |   |
|-----------|--|---|
|           |  | Ian Brittain Lot 73 nominated by Self Nomination<br>William Spence Lot 87 nominated by Ian Brittain<br>(b) <b>RESOLVED</b> that the chairperson closed the nominations<br>(c) <b>RESOLVED</b> that the number of strata committee members be determined at seven (7).   |
| MOTION 18 | STRATA COMMITTEE ELECTION              | <b>RESOLVED</b> that given the number of nominations equals the number of members decided upon, then those members were duly elected.   |
| MOTION 19 | RESTRICTED MATTERS                     | <b>RESOLVED</b> that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.  |
| MOTION 21 | BMC REPRESENTATIVES                    | In accordance with section 8.2 of the <i>Strata Management Statement</i> , the owners corporation:<br>(a) <b>RESOLVED</b> to appoint Y Nyss of Lot 27 to represent the interests of the owners corporation as a member at meetings of the Building Management Committee; and<br>(b) <b>RESOLVED</b> to appoint C Paroli of Lot 70 as substitute representative from the executive committee to represent the interests of the owners corporation in the representative's absence. |
| MOTION 22 | CHANGES TO STRATA MANAGEMENT STATEMENT | <b>RESOLVED</b> that the owners corporation instruct the BMC representatives to vote in favour of amending the Strata Management Statement to allow for email distribution of Notices.  |
| CLOSURE   |  | There being no further business the chairperson declared the meeting closed at 6:50PM   |



MINUTES OF STRATA COMMITTEE MEETING  
Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74328

FUSION | RESIDENTIAL

16-20 Smail Street, ULTIMO NSW 2007

The meeting was held immediately after the Annual General Meeting  
The meeting was held on Tuesday 15 October 2019.  
At the rooftop of 16- 20 Smail Street, ULTIMO NSW 2007.

|                |              |             |
|----------------|--------------|-------------|
| PRESENT:       | Y Nyss       | Lot 27      |
|                | B Bates      | Lot 54      |
|                | C Paroli     | Lot 70      |
|                | C Lyttleton  | Lot 72      |
|                | I Brittain   | Lot 73      |
| IN ATTENDANCE: | P & D Cooke  | Lot 21      |
|                | Q Jiang      | Lot 22      |
|                | L Kolenberg  | Lot 27      |
|                | B Villenoisy | Lot 37      |
|                | M Simonson   | Lot 46      |
|                | J Chew       | Strata Plus |

Those present determined that Jonathan Chew chair the meeting.  
The chairperson declared a quorum.

MINUTES

| STATUTORY MATTERS           |   |  |
|-----------------------------|---|--|
| MOTION 1                    | CONFIRMATION OF MINUTES                     | <b>RESOLVED</b> that the minutes of the last committee meeting held 29 July 2019 be confirmed as a true and accurate record of that meeting.   |
| MOTION 2                    | ELECTION OF OFFICE BEARERS                  | <b>RESOLVED</b> that the following office bearers be appointed.<br>Chairperson: Ian Brittain<br>Secretary: Claudio Paroli<br>Treasurer: Brigitte Bates   |
| STRATA COMMITTEE GOVERNANCE |   |  |
| MOTION 3                    | ELECTRONIC SERVICE OF INSURANCE INFORMATION | <b>RESOLVED</b> that the strata committee would accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation was determined to be that of the committee |
| PECUNIARY INTERESTS         |   |  |
| MOTION 4                    | TERM DEPOSITS                               | <b>RESOLVED</b> that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.  |
| CODE OF CONDUCT             |   |  |
| MOTION 5                    | CODE OF CONDUCT                             | <b>RESOLVED</b> that the Code of Conduct was accepted and signed by all members.   |
| NEXT MEETING                |   |  |
| MOTION 6                    | NEXT MEETING                                | <b>RESOLVED</b> that the next strata committee meeting will be held upon completion of the capital works fund report.  |



|         |  |   |
|---------|--|---|
| CLOSURE |  | There being no further business the chairperson declared the meeting closed at 7:10PM |
|---------|--|---|





## Major Works 2018-2019

### **CCTV installation in the Residential Building**

The residential EC have requested BM to obtain quotes for a stand alone CCTV system to cover all areas of the internal corridors of the building. This was to cover the lift areas and the hallways on each level of the building.

The reason was to ensure that any damage caused to the internal areas of the building, or security issues could be covered and addressed.

A total of 18 cameras were then installed covering a larger portion of the internal areas of the building as well as additional cameras externally covering the front of the building towards Smail St as well as the courtyard

### **Fire indicator panel**

A number of false alarms occurred on the evening/early morning of the 8th February. The panel was isolated and Superior Fire advised to look into the cause of the problem. Each false alarm resulted in a fine of \$1600.00. This is not the first time that false alarms have occurred over the past 12 months. Numerous "fixes" have been implemented which have worked for a couple of months but the problems would happen again.

The panel has continued to be isolated, as numerous faults have caused it to go into permanent alarm. It has been reset numerous times to try and clear the system to no avail.

It was decided the no further repair work could be undertaken to stop the false alarms and a new panel was needing to be installed.

### **Solar installation for Residential building**

The BM has been approached to source the costs involved in potentially installing Solar power to the roof to reduce the power usage of the building.

BM to obtain quotes to determining the costs involved in the installation as well as what power reduction savings could be made over the course of the year.

A 45Kw system has now been installed onto the roof area of the residential building which will generate approximately \$1000pm in savings to the Body Corporate. A TV monitor has also been installed in the foyer area that displays the amount of electricity being generated per hour, each day as well as the amount of greenhouse gases that have been saved per day and for the month as well as the dollars saved per day and for the month.

There is also a picture of the roof with the panels on it and an up to date weather report for the coming week.

Building Management

|fusion|

## FILM WITH AP944259



17 April 2020

Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

**Ausgrid lease of Substation No. 8294 from The Owners – SP73608**  
**Property: 22-36 Mountain Street, Ultimo**  
**Registered Lease No.: AC291878**  
**Our ref: HEM/AUS096-02237**

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising these partnerships are set out in the annexure together with a **copy** of our letter to the LPI dated 13 September 2017 which has been accepted by LPI Legal providing our authority to issue consents on behalf of ADMHC, AAP and AOP.

We are instructed to consent to the registration of Request AP944259 – an Amendment of strata management statement affecting DP1071897.

If you require any additional information please contact our office.

Yours faithfully

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

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

Encl.

### Newcastle

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

HEM\LBW\73480758\1

## **Annexure to Lessee Consent**

### **Dealing AK971351**

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

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

### **Dealing AK971352**

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

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



13 September 2017

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

Dear Sir/Madam

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

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

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

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

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

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

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

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

Yours faithfully

A handwritten signature in dark ink, appearing to read "Helen Murray", with a long horizontal flourish extending to the right.

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

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

cc: Ms J Smith, General Counsel, Ausgrid

**Newcastle**

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

HEM\JBF\61734211\1

FILM WITH AP944259

Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on <sup>11/01/2020</sup> ^....., it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.  
The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

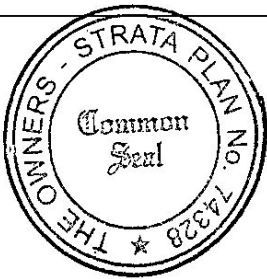
Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015*.

The seal of The Owners - Strata Plan No 74328 was affixed on <sup>14/04/2020</sup> ^..... 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: SEAN BERMINGHAM Authority: Strata Manager

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

^ Insert appropriate date



FILM WITH AP944259  
Approved Form 13

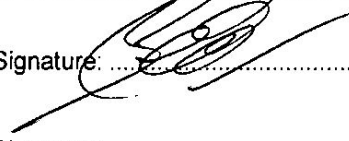
Certificate of Owners Corporation

Special Resolution

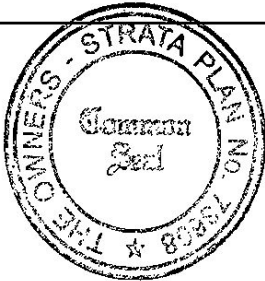
The owners corporation certifies that on <sup>09/01/2020</sup>, it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.  
The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

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

The seal of The Owners - Strata Plan No <sup>T3608 SB</sup> was affixed on <sup>14/04/2020</sup> 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: SEAN BERMINGHAM Authority: Strata Manager  
Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Authority: \_\_\_\_\_

^ Insert appropriate date



Plan Drawing only to appear in this space

\* OFFICE USE ONLY

Multiplex (Mountain Street) Phyle  
ABN: 67097833951

Director \_\_\_\_\_  
Director \_\_\_\_\_

Murphy  
Director

PAKISTAN CUSTODIANS TRM LIMITED

ACN 008 508 496

DILETTO

MARION MARGARET TRUJANO

**COMPANY SECRETARY**

..... (Authorized Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature: .....

File Number: .....

Office: .....

I certify that the provisions of s.109j of the

relation to the proposed

.....subdivision.....

.....*Mr. J. J. J.*.....

Date of endorsement: 4 August 20

Subdivision Certificate no: 2004/38  
File no: S2004/0002/

**Note:** When the plan is to be lodged electronically in

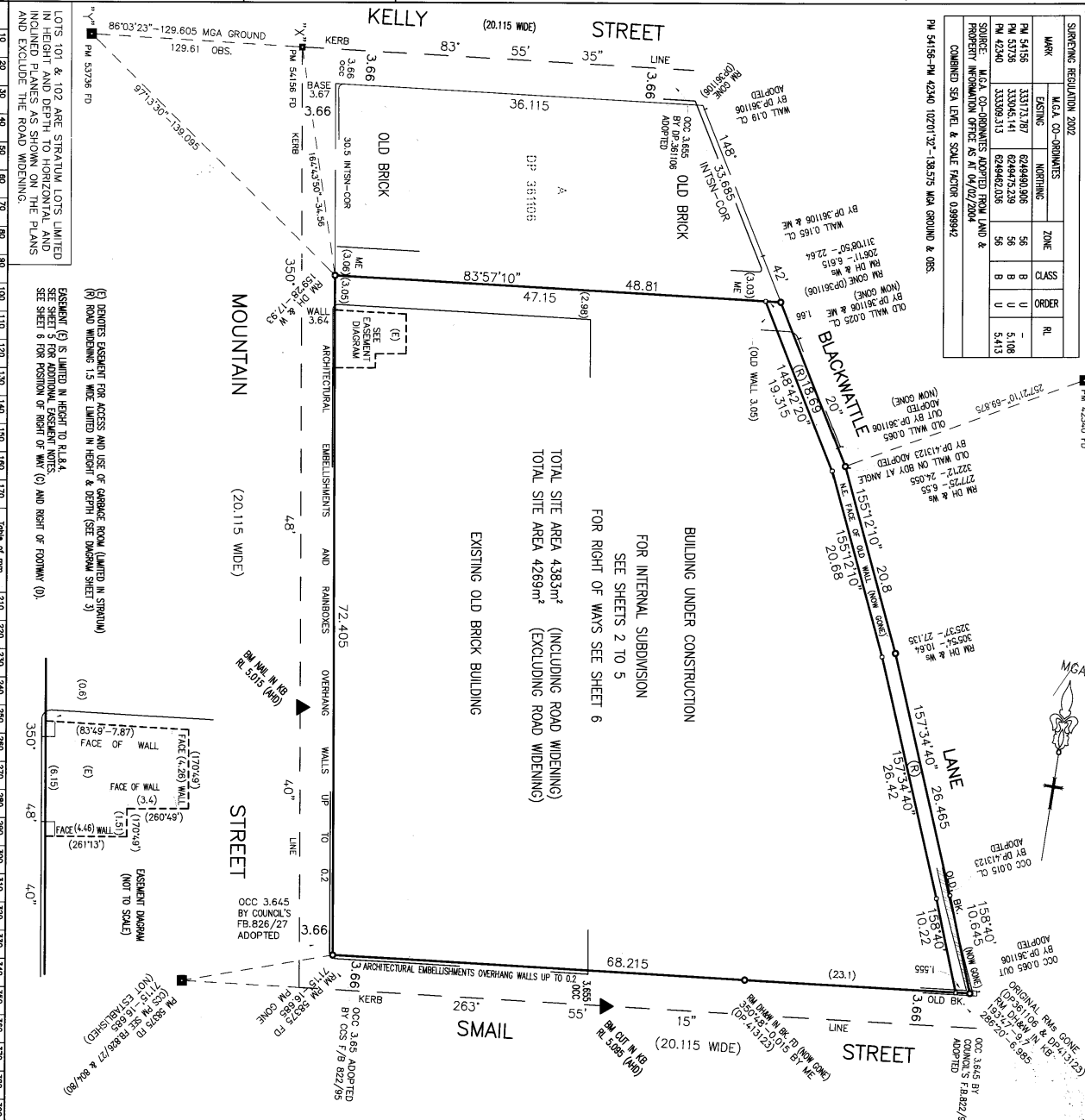
format approved by the Registrar-General.

SURVEYOR'S REFERENCE: 020912 DI

| STRENGTH REGULATION 2002 |                  |            |      |       |       |       |
|--------------------------|------------------|------------|------|-------|-------|-------|
| MARK                     | MGA CO-ORDINATES |            | ZONE | CLASS | ORDER | RL    |
|                          | EASTING          | NORTHING   |      |       |       |       |
| PM 54156                 | 33173.747        | 624040.976 | 56   | B     | U     | -5.08 |
| PM 54157                 | 33300.514        | 624043.229 | 56   | B     | B     | 5.10  |
| PM 42340                 | 33330.913        | 624042.036 | 56   | B     | U     | 5.415 |

SOURCE: MGA CO-ORDINATES ADAPTED FROM LAND & PROPERTY INFORMATION OFFICE AS AT 04/02/2004

COMBINED SEA LEVEL & SCALE FACTOR 0.999942

[illegible]

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create easements for public use, or to place restrictions on the use of land of positive easements.

PURSUANT TO SEC. 888 OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO GRANT:

1. POSITIVE COVENANT
2. RIGHT OF CARRIAGEWAY (A) (LIMITED IN STRUTUM)
3. RESTRICTION ON USE OF LAND.
4. RESTRICTION ON USE OF LAND.
5. EASEMENT FOR EMERGENCY EGRESS (LIMITED IN STRUTUM)
6. EASEMENT FOR SERVICES (WHOLE LOT)
7. EASEMENT FOR SUPPORT AND SHELTER (WHOLE LOT)
8. RIGHT OF WAY (C) (LIMITED IN STRUTUM)
9. RIGHT OF FOOTWAY (D) (LIMITED IN STRUTUM)
10. EASEMENT FOR ACCESS AND USE OF GARAGE ROOM (E) (LIMITED IN STRUTUM),

IT IS INTENDED TO DEDICATE THE LIMITED ROAD WIDENING 1.5 MERE (LIMITED IN STRUTUM) TO THE PUBLIC FOR ROAD PURPOSES.



PLAN FORM 3

To be used in conjunction with Plan Form 2

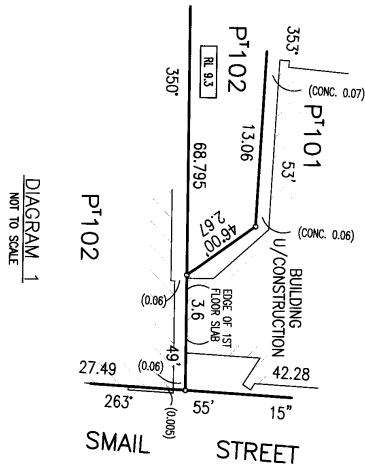
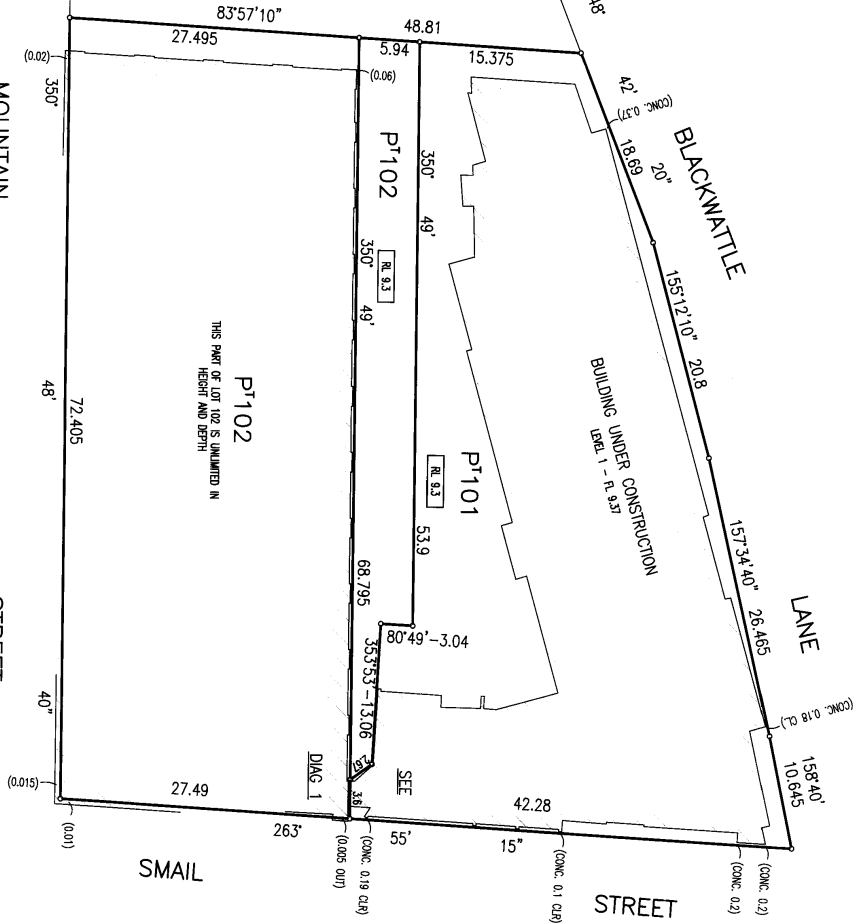
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ST-1000/1200 MOUNTAIN STONE

\* OFFICE USE ONLY

RL - DENOTES BOUNDARY LEVEL.  
FL - DENOTES GENERAL CONCRETE FLOOR LEVEL.  
ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.  
HORIZONTAL BOUNDARIES ARE GENERALLY WITHIN FLOOR SLABS.  
UNLESS SHOWN OTHERWISE, THE LOWER LIMITS OF LOTS ON THIS SHEET ARE  
HORIZONTAL PLANS AND ELEVATIONS SHOWN THIS SHEET. THE LOTS  
ON THIS SHEET ARE UNLIMITED IN HEIGHT.  
THIS SHEET GENERALLY REPRESENTS ALL THE LOTS ON  
LEVEL 1 AND ABOVE.

MOUNTAIN  
LEVEL 1 AND ABOVE  
STREET



DP1071897

Registered 09/11/2004

This is sheet 2 of my plan in 6 sheets  
dated 17/06/2004

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 6 sheets  
dated 17/06/2004  
of 17/06/2004

Authorised Person/Agent/Designer/Professional  
For use where space is insufficient in any panel on Plan  
Form 3.

Reduction Ratio 1: 300

SURVEYOR'S REFERENCE: 0209120P

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO INACCURACY

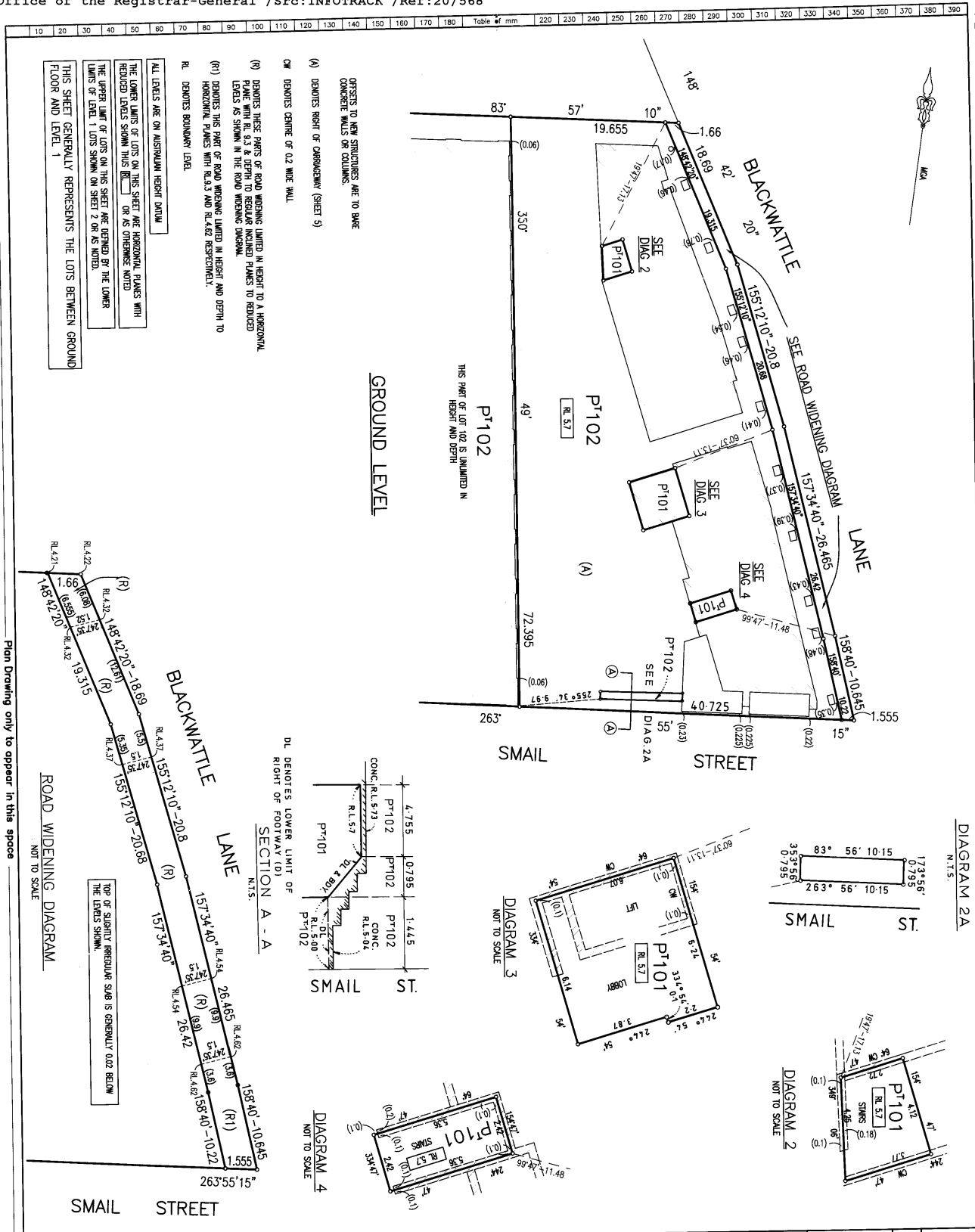
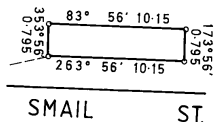


DIAGRAM 2A

N.T.S.



SMAIL ST.

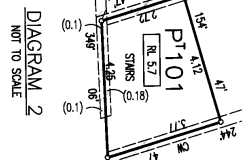


DIAGRAM 2

NOT TO SCALE

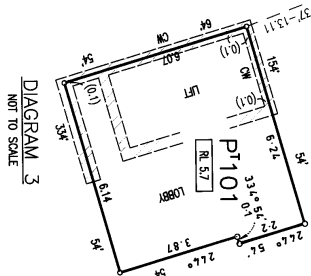


DIAGRAM 3

NOT TO SCALE

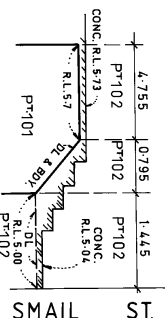


DIAGRAM 4

NOT TO SCALE

DP1071897

Registered: 09. 11. 2004

This is sheet 3 of my plan in 6 sheets dated 17/06/2004

Surveyor registered under Surveying Act 2002

This is sheet 3 of the plan of 6 sheets covered by subdivision certificate No. 39/2004 of 4/12/2007 2004

Authorised Person/Deputy Surveyor/Deputy Registrar

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio: 1:500

SURVEYOR'S REFERENCE: 0209120P

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

NSW GOVERNMENT

\* OFFICE USE ONLY

DP1071897

Registered 08/11/2004

This is sheet 4 of my plan in 6 sheets dated 17/06/2004

Surveyor registered under Surveying Act 2002

This is sheet 4 of the plan of 6 sheets created by registration certificate No. 38/2004 of 14/08/97 2004

Office  
 Multi-level Person/General Manager/Accounted Certificate  
 For use where space is insufficient in any point on Plan Form 2.

Reduction Ratio 1: 300

SURVEYOR'S REFERENCE: 020912DP

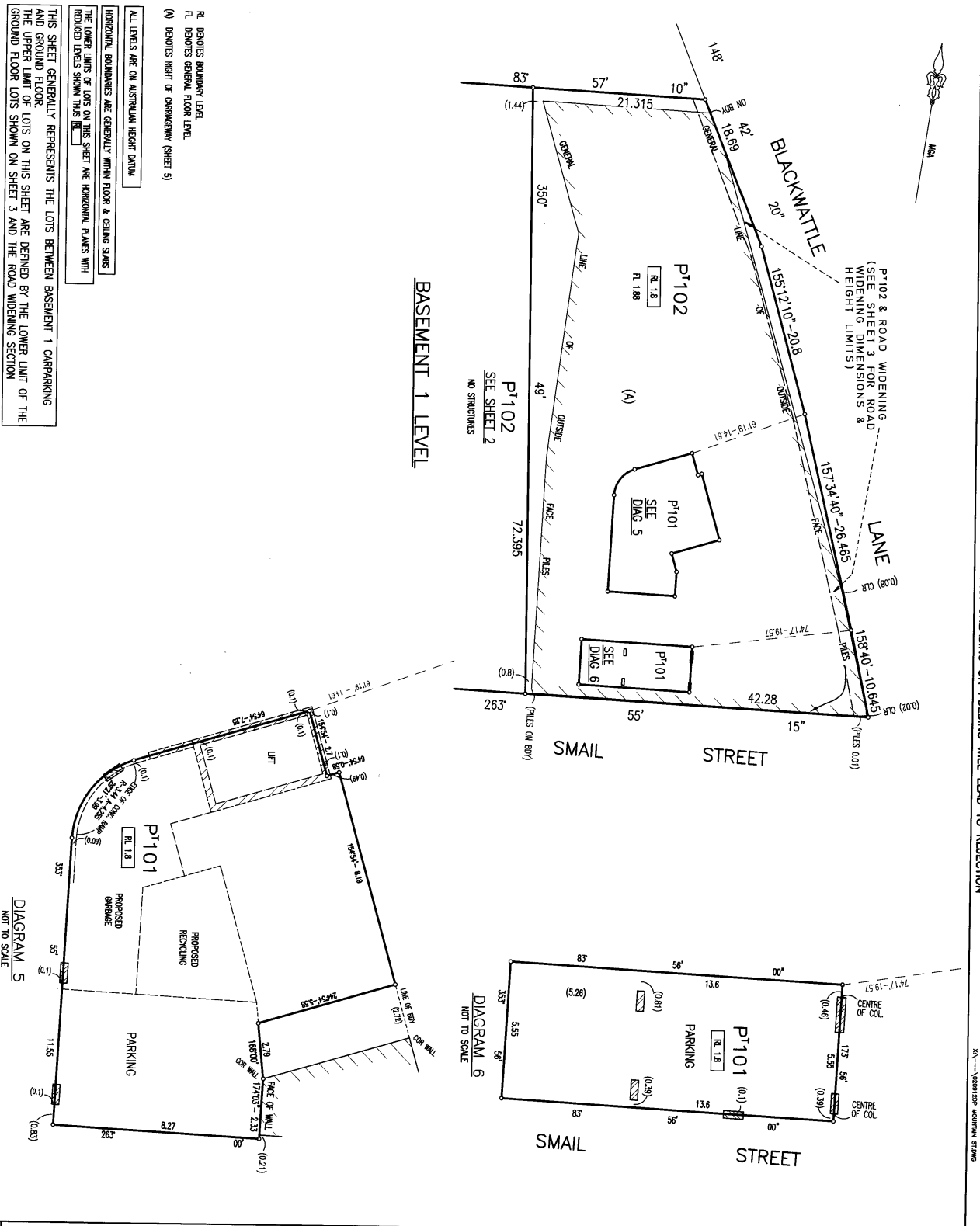


DIAGRAM 5  
 NOT TO SCALE

DIAGRAM 6  
 NOT TO SCALE

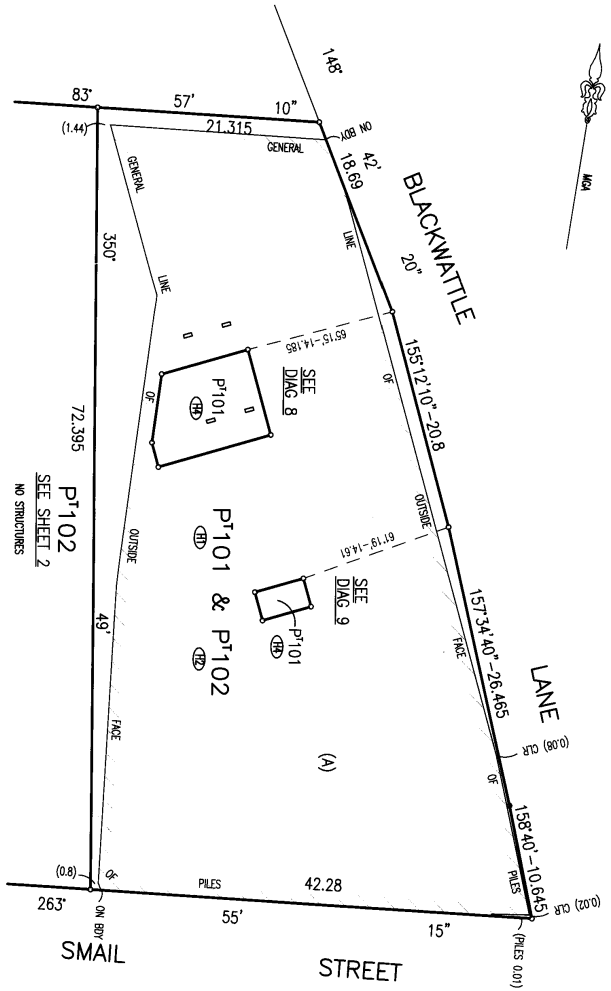
PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

X1-1000120P MOUNTAIN STONE

\* OFFICE USE ONLY



BASEMENT 2 LEVEL

TABLE OF PART LOT HEIGHTS

| No   | UPPER | LOWER     |
|------|-------|-----------|
| (10) | -1.00 | UNLIMITED |
| (11) | 1.8   | -1.00     |
| (12) | 1.8   | UNLIMITED |

THE UPPER & LOWER LIMIT OF LOTS ON THIS SHEET ARE DEFINED IN THE TABLE OF PART LOT HEIGHTS

THIS SHEET GENERALLY REPRESENTS THE LOTS AT BASEMENT 2 LEVEL AND BELOW.

EASEMENT NOTES:

1. POSITIVE COORDINATE AFFECTS THE WHOLE OF EACH LOT.
2. RIGHT OF CONVEYANCE (A) AFFECTS THE WHOLE OF LOT 102 BELOW R.L.9.3 AS NOTED.
3. RESTRICTION ON USE OF LAND AFFECTS THE WHOLE OF EACH LOT.
4. RESTRICTION ON USE OF LAND AFFECTS THE WHOLE OF LOT 101.
5. EASEMENT FOR SERVICES AFFECTS THE WHOLE OF EACH LOT.
6. EASEMENT FOR SERVICES AFFECTS THE WHOLE OF EACH LOT.
7. EASEMENT FOR SUPPLY AND SHELTER AFFECTS THE WHOLE OF EACH LOT.
8. RIGHT OF WAY (C) - SEE SHEET 6.
9. RIGHT OF FOOTING (D) - SEE SHEET 6.
10. EASEMENT FOR ACCESS AND USE OF GARAGE ROOM (E) SEE SHEET 1.

DIAGRAM 8  
NOT TO SCALE

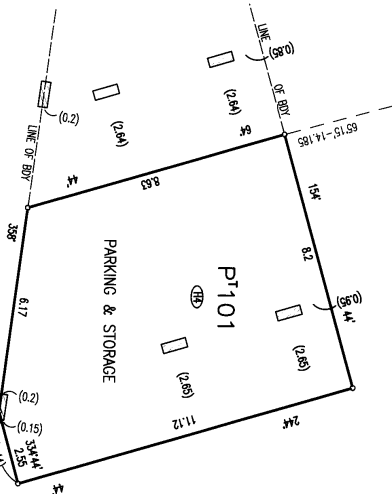
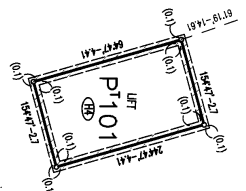


DIAGRAM 9  
NOT TO SCALE



DP1071897

Registered: 09.11.2004

This is sheet 5 of my plan in 6 sheets dated 17/06/2004

Surveyor registered under Surveyors Act 1923

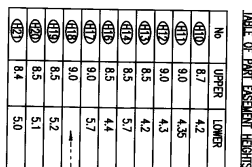
This is sheet 5 of the plan of 8 sheets covered by subdivision certificate No. 39/2004 of 19/06/2004

Authorised person/Registered Surveyor/Professional Engineer

For use where space is insufficient in any point on Plan Form 2.

Plan Drawing only to appear in this space

Reduction Ratio 1: 300  
SURVEYOR'S REFERENCE: 0209120P



RIGHT OF WAY & RIGHT OF FOOTWAY AT GROUND FLOOR LEVEL

THE UPPER & LOWER LIMIT OF EASEMENTS (C) AND (D) ON THIS SHEET ARE DEFINED IN THE TABLE OF PART EASEMENT HEIGHTS

(C) DENOTES RIGHT OF WAY (LIMITED IN STRUTUM)  
(D) DENOTES RIGHT OF FOOTWAY (LIMITED IN STRUTUM)

**DIAGRAM 12**

**NOT TO SCALE**

DIAGRAM 12  
NOT TO SCALE

SCALE

DIAGRAM 11  
NOT TO SCALE

SALE

DIAGRAM 1C  
NOT TO SCALE

SALE

DP1071897

Registered:  09.11.2004

dated 17/06/2004

Surveyor registered under Surveyors Act 1929

---

This is sheet 6 of the plan of 6 sheets covered by subdivision certificate No. 38/2004 of 4th August 2004

Authorized Person ~~General Manager/Accredited Officer~~  
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 300

SURVEYOR'S REFERENCE: 020912DP

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 1 of 16 Sheets)

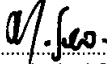
Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**PART 1 - CREATION**

| Number of item shown in the intention panel on the plan: | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: | Burdened lot(s) or parcel(s): | Benefited lot (s), road(s), bodies or Prescribed Authorities: |
|--|---|-------------------------------|---|
| 1.   | Positive covenant   | Each Lot                      | The Council of the City of Sydney                             |
| 2.   | Right of carriageway (A)<br>(Limited in Stratum)  | Lot 102                       | Lot 101   |
| 3.   | Restriction on use of land  | Each Lot                      | The Council of the City of Sydney                             |
| 4.   | Restriction on use of land  | Lot 101                       | The Council of the City of Sydney                             |
| 5.   | Easement for emergency egress<br>(Limited in Stratum)   | Each Lot                      | Every other Lot   |
| 6.   | Easement for services<br>(Whole Lot)  | Each Lot                      | Every other Lot   |
| 7.   | Easement for support and shelter<br>(Whole Lot)   | Each Lot                      | Every other Lot   |
| 8.   | Right of way (C)<br>(Limited in Stratum)  | Lot 102                       | The Council of the City of Sydney                             |
| 9.   | Right of footway (D)<br>(Limited in Stratum)  | Lot 102                       | The Council of the City of Sydney                             |
| 10.  | Easement for access and use of<br>Garbage Room (E)<br>(Limited in Stratum)  | Lot 102                       | Lot 101   |

  
.....  
Authorised Council Person

1



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 2 of 16 Sheets)

Plan:

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

Full name and address of proprietor of the land:

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**PART 2 - TERMS**

**1. Definitions and interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

"**Authorised User**" means every other person authorized by the Grantee or the Grantor, as applicable, for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes:

- (a) the Building Management Committee;
- (b) the lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee or Grantor, as applicable; and
- (c) where the Grantee or Grantor is the City of Sydney, the officers, servants, agents and workmen of the City of Sydney and any other person authorised by either of them to exercise its rights or comply with its obligations under this instrument.

"**Building Management Committee**" means the building management committee for Fusion under the Development Act and a Strata Management Statement.

"**Development Act**" means the *Strata Schemes (Freehold Development) Act 1986* (NSW)


"**Easement Site**" means, in relation to an easement in this instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

"**Fusion**" means part Lots B and C in Deposited Plan 361106 and Lots X and Y in Deposited Plan 413123 (and any lots into which they are subdivided or re-subdivided).

"**Garbage Room**" means the garbage room and equipment located in Lot 102 in the Plan and subject to the easement numbered 10 in the Plan.

"**Government Agency**" means any governmental, semi or local government, statutory, public or other authority.

  
.....  
Authorised Council Person

2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 3 of 16 Sheets)**

**Plan:**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:**

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**"Grantee" means:**

- (a) the registered proprietor or mortgagee in possession of the Lot Benefited;
- (b) the owners corporation under the Development Act in respect of the Lot Benefited;  
and
- (c) any Government Agency benefited.

**"Grantee's Improvements"** means the improvements which are erected on the Lot Benefited  
and in respect of which the Grantee and/or every Authorised User may exercise easement  
rights.

**"Grantor" means:**

- (a) the registered proprietor or mortgagee in possession of the Lot Burdened; and
- (b) the owners corporation under the Development Act in respect of the Lot Burdened.

**"Grantor's Improvements"** means the improvements which are erected or to be erected on  
the Lot Burdened and in respect of which the Grantee and/or every Authorised User may  
exercise easement rights over.

**"Lot Benefited"** means a lot benefited by an easement, positive covenant or restriction on use  
in this instrument.


**"Lot Burdened"** means a lot burdened by an easement, positive covenant or restriction on use  
in this instrument.

**"Plan"** means the plan of subdivision to which this instrument relates.

**"Services"** includes plant rooms, plant, recyclables and garbage rooms and any service for  
electricity, oil, gas, telecommunications and cable television or radio impulses, air  
conditioning, garbage, signal or data transmission, water, drainage and discharge of sewage,  
sullage and other fluids and, where the context requires, includes the Service Lines.

**"Service Lines"** means any pipes, poles, wires, conduits and equipment for the passage of  
Services or any replacement of any of them.

**"Strata Management Statement"** means a strata management statement registered according  
to the *Development Act* which applies to Fusion.



Authorised Council Person

3



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 4 of 16 Sheets)**

**Plan**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:**

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**1.2 References to certain terms**

Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacement of them;
- (b) **(singular includes plural)** the singular includes the plural and vice versa; and
- (c) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**1.3 Headings**

Headings do not affect the interpretation of this instrument.


**1.4 Positive covenants and maintenance requirements**

A requirement in an easement which requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the *Conveyancing Act 1919* (NSW).

**2. Easements are covenants and agreements between Grantees and Grantors**

The conditions, covenants and restrictions, including in this clause and clauses 5 and 6, and in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

  
.....  
Authorised Council Person

4

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 5 of 16 Sheets)**

**Plan**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

to the intent that the benefit and burden of those covenants and agreements are annexed to and  
pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

**3. General conditions**

**3.1 General conditions to apply**


Clauses 3.2 and 3.3 apply to each easement, positive covenant and restriction on use in this  
instrument, unless otherwise stated.

**3.2 Release and indemnity**

- (a) The Grantee and every Authorised User entering upon the Lot Burdened pursuant to  
the rights granted by this easement shall do so at his or her own risk and the Grantee  
hereby releases the Grantor and its Authorised Users from all claims and demands  
of every kind and from all liabilities which may arise in respect of any accident or  
damage to property or death of or injury to any person entering upon the Lot  
Burdened in pursuance of the rights granted under this easement other than as may  
be caused or contributed to by the wilful or negligent act or omission of the Grantor  
or its Authorised Users.
- (b) The Grantee shall indemnify and keep indemnified the Grantor and its Authorised  
Users from and against all claims, actions, demands, losses, damages, costs and  
expenses incurred by the Grantor or for which such Grantor and its Authorised  
Users may become liable in respect of any loss, damage, death or injury from any  
cause whatsoever to the Lot Burdened or to any person or property within or  
without the Lot Burdened, occasioned or contributed to by any act, omission,  
neglect, breach of the conditions of this easement or default of the Grantee or every  
Authorised User upon the Lot Burdened in pursuance of the rights hereby granted  
except to the extent caused or contributed to by the wilful or negligent act or  
omission of the Grantor or its Authorised Users.

**3.3 Damage and interference**

- (a) The Grantee and every Authorised User must not unreasonably interfere with the  
enjoyment of the Lot Burdened.
- (b) The Grantee and every Authorised User must cause as little disturbance or damage  
as possible to the Lot Burdened.

  
.....  
Authorised Council Person

5

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 6 of 16 Sheets)**

**Plan**

**DP1071897**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

- (c) The Grantee and every Authorised User must restore promptly and at their own expense the Lot Burdened as nearly as practical to its original condition if there is any disturbance or damage to it.

---

**4. Additional conditions**

**4.1 Additional conditions to apply**

Clauses 4.2 and 4.3 apply to each easement, the terms of which provide that these clauses apply.

**4.2 Repair maintenance and replacement**

- (a) The Grantor, at all times, must keep the Grantor's Improvements in good and substantial repair and condition.
- (b) The Grantor must at all times replace, reinstate and renew the Grantor's Improvements and every part of them which require replacing, reinstating or renewing so as to ensure the Lot Burdened and the Grantor's Improvements are kept in a state of good and substantial repair and condition.
- (c) The Grantor must at all times keep the Lot Burdened and the Grantor's Improvements in a clean state and free of rubbish.

**4.3 Grantee's rights**

- (a) In the event the Grantor fails to comply with any of its obligations under clause 4.2 then the Grantee has the right at any time and from time to time to serve a written notice on the Grantor requiring the Grantor to comply with that obligation.
- (b) If the Grantor fails to comply with any such notice within a reasonable time of service of the notice (having regard to the type of work required) the Grantee has the right to carry out the work or perform the act the Grantee was required to have carried out or performed by the notice.
- (c) The Grantor will pay the Grantee within 14 days of a written demand from the Grantee all costs incurred by the Grantee under clause 4.3(b) in undertaking the work or performing the act the Grantor has failed to carry out.
- (d) The Grantee may enter and remain on the Lot Burdened with necessary machinery and equipment for the purpose of exercising the Grantee's rights without hindrance by the Grantor.

*M. Ser.*  
.....  
Authorised Council Person

6



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 7 of 16 Sheets)**

**Plan**

**DP1071897**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**Full name and address of proprietor of the land:** Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

- (e) The Grantee may exercise all other ancillary rights and obligations reasonably necessary for the effective application of this easement.

---

**5. Complying with this instrument and a Strata Management Statement**

**5.1 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

**5.2 Obligations for Authorised Users**

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

**5.3 Complying with a Strata Management Statement**

For each easement, positive covenant and restriction on use in this instrument, the Grantee who is required to comply with a Strata Management Statement must:

- (a) comply with the Strata Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Strata Management Statement.

---

**6. Effect of a Strata Management Statement**

**6.1 Application of this clause**

This clause applies to each easement, positive covenant and restriction on use in this instrument.

**6.2 Requirements about making rules**

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and a Strata

  
.....  
Authorised Council Person

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## INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres:

(Sheet 8 of 16 Sheets)

Plan

**DP1071897**

Plan of Subdivision of Lots B and C in Deposited  
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ACN 097 833 951, Level 4, 1 Kent Street, Sydney

Management Statement. The Strata Management Statement prevails to the extent of any inconsistency.

### 6.3 Costs regulated under a Strata Management Statement

If a Strata Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

### 6.4 Complying with obligations

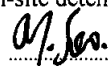
If a Strata Management Statement allocates responsibility for complying with obligations under an easement, Easement Site, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use, the Strata Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

## 7. Terms of positive covenant numbered 1 in the Plan

### 7.1 Terms

The Grantor covenants with Council that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the Lot Burdened through a private connection (the "**private connection**") to Council's drainage system, the Grantor will not use the private connection other than in accordance with the terms of this covenant. In this regard, the Grantor and its Authorised Users will at all times:

- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) in no circumstances permit any other form of discharge whatsoever ("**unauthorised discharge**") including 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 Lot Burdened is detected, such disconnection and making good to be at the sole expense of the Grantor;
- (d) regularly inspect, clean and maintain the on-site detention system and the private

  
.....  
Authorised Council Person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 9 of 16 Sheets)**

**Plan:**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:**

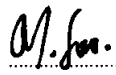
Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

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 Lot 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;
- (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 Lot 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 abandonment or relocation of the gully pit; or
  - (v) any costs and expenses of disconnection under clause 7.1(c),and the Grantor indemnifies Council against all such claims and demands;
- (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 direction and, if granted, may be granted on such terms as Council sees fit; and
- (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.

**7.2 Release**

The Council of the City of Sydney is the body empowered to release, vary or modify the covenant numbered one in the abovementioned plan.

  
.....  
Authorised Council Person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 10 of 16 Sheets)**

**Plan:**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:**

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**7.3 Clauses 3.2 and 3.3 and 5 & 6**

Clauses 3.2, 3.3, 5 and 6 do not apply to this easement.

---

**8. Terms of right of carriageway (A) numbered 2 in the Plan**

**8.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass overall carriageways (existing from time to time below reduced level 9.3 AHD) at all times for all lawful purposes by vehicles with a maximum tonnage not exceeding 15 tonnes.

**8.2 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into Fusion. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

**8.3 Restriction on parking**

The Grantee and its Authorised Users must not:

- (a) park or stand motor or other vehicles on the Easement Site; or
- (b) obstruct use of the Easement Site by any person.

**8.4 Clauses 4.2 and 4.3**

Clauses 4.2 and 4.3 apply to this easement.


---

**9. Terms of restriction on the use of land numbered 3 in the Plan**

**9.1 Obligations of Grantor**

A Grantor must not:

- (a) permit any car space forming part of the Lot Burdened to be used by a person; or

  
.....  
Authorised Council Person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 11 of 16 Sheets)**

**Plan:**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:**

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

(b) lease or licence any car space forming part of the Lot Burdened to a person,  
who is not the registered proprietor, an occupant or a tenant of a lot in Fusion.

**9.2 Exclusion**

This restriction on use does not apply to visitor car spaces or service vehicle spaces owned by  
an owners corporation.

**9.3 Releasing or modifying the restriction**

Council is the Government Agency entitled to release, vary or modify this restriction on the  
use of land numbered four in the Plan.

**9.4 Clauses 3.2 and 3.3**

Clauses 3.2, 3.3, 5 and 6 do not apply to this easement.

---

**10. Terms of restriction on use of land numbered 4 in the Plan**

**10.1 Obligation of Grantor**

The Grantor must use the Lot Burdened for residential accommodation only and must not  
permit the Lot Burdened to be used for the purpose of a hotel, serviced apartments, a boarding  
house, tourist accommodation or other short term rental accommodation.

**10.2 Clauses 3.2 and 3.3**

Clauses 3.2 and 3.3 do not apply to this easement.

---

**11. Terms of easement for emergency egress numbered 5 in the  
Plan**

**11.1 Right**

The Grantor grants the rights for the Grantee and Authorised Users to enter and pass on foot  
(below reduced level 9.3 AHD) together with any dog for the visually or hearing impaired  
through the Lot Burdened by such route as is reasonable practicable to exit the Lot Benefited  
or Fusion in an emergency or for a fire drill.

*M. Lee*

Authorised Council Person

11

*[Signature]*

*[Signature]*



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 12 of 16 Sheets)**

**Plan:**

**DP1071897**

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dated

**Full name and address of proprietor of the land:**

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**11.2 Clauses 4.2 and 4.3**

Clauses 4.2 and 4.3 apply to this easement.

---

**12. Terms of easement for services numbered 6 in the Plan**

**12.1 Right**

The Grantee and every Authorised User has at all times in common with others an unrestricted right:

- (a) to the passage of any Services, along or through any Service Lines that are for the time being within the Lot Burdened whether or not the Services existed at the time of the creation of this easement or are installed at a later time (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service);
- (b) to carry out an inspection of the Services within the Lot Burdened; and
- (c) in order to maintain the efficiency of any Services:
  - (i) to enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances; and
  - (ii) to remain there for such reasonable time as may be necessary for the purpose of installing, replacing, inspecting, cleaning, repairing, maintaining or renewing the Services or any part of the Services and of making such excavations as may be reasonably necessary.

**12.2 Clauses 4.2 and 4.3**

Clauses 4.2 and 4.3 apply to this easement.

---

**13. Terms of easement for support and shelter numbered 7 in the Plan**

**13.1 Right**

Easement for support and shelter as defined in and the subject of Section 8AA of the Strata Schemes (Freehold Development) Act 1973 as if the easement was created under that section, subject to clauses 3.2 and 3.3.



Authorised Council Person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

**Lengths are in metres:**

**(Sheet 13 of 16 Sheets)**

**Plan:**

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413123 covered by Certificate No.  
dated

**DP1071897**

**Full name and address of proprietor of the land:**

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**13.2 Exercise of right**

Before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement it must first give a reasonable period of notice to the Grantor of the intended exercise of the rights and subject to the terms of this easement the Grantee must exercise such rights in accordance with the reasonable directions of the Grantor.

**14. Terms of right of way (C) numbered 8 in the Plan**

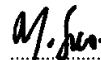
**14.1 Grant of easement**

The Grantor grants full, free and unimpeded right for any member of the public at all times and for all lawful purposes to enter, pass and repass with or without vehicles over all pavement surfaces (existing from time to time) in the Easement Site designated (A) on the Plan, subject to the following conditions:

- (a) the Grantor will be responsible for the maintenance and cleaning and proper lighting of the Easement Site in accordance with the requirements and directions and to the satisfaction of the Council of the City of Sydney;
- (b) the Grantor accepts full liability and responsibility for any repairs and restoration work required resulting from damage to the structures, pavement and associated works within the Easement Site and such repairs or restoration are to be in accordance with the requirements and directions and to the satisfaction of the Council of the City of Sydney;
- (c) the Grantor will not park, stand, place or pass vehicles upon and through that part of the Lot Burdened or allow vehicles to park, stand, remain or pass upon and through the Easement Site; and
- (d) the Grantor is obliged to promulgate rules and regulations reasonably necessary to permit the Grantor to ensure security and good management for the protection of public safety, protection of property and the amenity of the public and shall be entitled to close the Easement Site to achieve these objectives.

**14.2 Release**

The Council of the City of Sydney is the body empowered to release, vary or modify the right of way numbered 1 in the Plan.



Authorised Council Person

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 14 of 16 Sheets)

Plan:

**DP1071897**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

Full name and address of proprietor of the land:

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**14.3 Clause 3.2**

Clauses 3.2(b), 5 and 6 do not apply to this easement.

**15. Terms of right of footway (D) numbered 9 in the Plan**

**15.1 Right**

The Grantor grants full, free and unimpeded right for any member of the public at all times and for all lawful purposes to enter, pass and repass without vehicles (other than wheelchairs) and animals (but with wheelchairs or dogs for the visually or hearing impaired) over all pavement surfaces (existing from time to time) in the Easement Site designated (B) on the Plan, subject to the following conditions:

- (a) the Grantor will be responsible for the maintenance and cleaning and proper lighting of the Easement Site in accordance with the requirements and directions and to the satisfaction of the Council of the City of Sydney;
- (b) the Grantor accepts full liability and responsibility for any repairs and restoration work required resulting from damage to the structures, pavement and associated works within the Easement Site and such repairs or restoration are to be in accordance with the requirements and directions and to the satisfaction of the Council of the City of Sydney;
- (c) the Grantor is obliged to promulgate rules and regulations reasonably necessary to permit the Grantor to ensure security and good management for the protection of public safety, protection of property and the amenity of the public and shall be entitled to close this Easement Site to achieve these objectives.

**15.2 Release**

The Council of the City of Sydney is the body empowered to release, vary or modify the right of footway numbered 2 in the abovementioned plan.

**15.3 Clause 3.2**

Clauses 3.2(b), 5 and 6 do not apply to this easement.



Authorised Council Person

14



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 15 of 16 Sheets)

Plan:

**DP1071897**

Plan of Subdivision of Lots B and C in Deposited  
Plan 361106 and Lots X and Y in Deposited Plan  
413123 covered by Certificate No.  
dated

Full name and address of proprietor of the land:

Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

**16. Terms of easement for access and use of Garbage Room (E)  
numbered 10 in the Plan**

Full, free and unimpeded right for the proprietor of the Lot Benefited and every Authorised User from the Lot Benefited to go, pass and repass without vehicles (other than wheelchairs) through and across all surfaces in the Lot Burdened in common with others to access the Garbage Room designated (C) on the Plan with garbage and any necessary machinery and equipment and to use the Easement Site:

- (a) for the disposal of garbage;
- (b) to install, maintain and inspect equipment for the removal of garbage; and
- (c) to enter the Easement Site by such route as is reasonable in the circumstances in accordance with the reasonable requirements of the owner of the Lot Burdened and to remain there for such reasonable time as may be necessary for the purpose of the disposal of garbage or installing, replacing, inspecting, cleaning, repairing, maintaining or renewing any equipment for the removal of garbage in the Easement Site.

Clauses 4.2 and 4.3 apply to this easement.

Executed by **Multiplex (Mountain Street) Pty  
Ltd** or in the presence of:

ABN 67 097 833 951



Signature of Director

DAVID JOHN SWEENEY

Name of Director in full

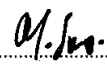
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Signature of Secretary/other Director

ROSS A MCDIVEN

Name of Secretary/other Director in full

  
.....  
Authorised Council Person

15



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres:

(Sheet 16 of 16 Sheets)

Plan: **DP1071897**

Plan of Subdivision of Lots B and C in Deposited  
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413123 covered by Certificate No.  
dated

Full name and address of proprietor of the land: Multiplex (Mountain Street) Pty Ltd,  
ACN 097 833 951, Level 4, 1 Kent Street, Sydney

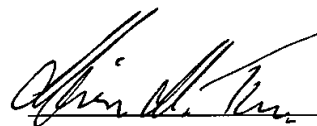
Signed for and on behalf of Ing Custodians  
Pty Limited by [ ] its  
~~Attorney under a Power of Attorney dated~~  
~~and registered Book No. and the~~  
~~Attorney declares that the Attorney has not~~  
~~received any notice of the revocation of such Power~~  
~~of Attorney, in the presence of:~~

x 

Signature of Witness **DIRECTOR**

**STEPHEN ROUVRAY**

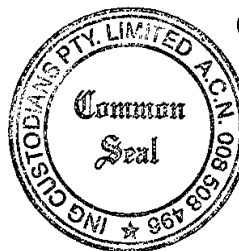
**DIRECTOR**  
Name of Witness in full



Signature

**MARION MARGARET TRUMAN**

**COMPANY SECRETARY**



  
Authorised Council Person

16



Form: 1SCH  
Release: 2.0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AM865453G**

**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) <b>TORRENS TITLE</b> | For the common property              |  |                   |
|                          | Folio Identifier CP/SP74328          |  |                   |
| (B) <b>LODGED BY</b>     | Document Collection Box<br><b>1W</b> | Name, Address or DX, Telephone, and Customer Account Number if any<br>Strata Specialist Lawyers Tel: (02) 9089 8706<br>GPO Box 1378<br>SYDNEY NSW 2001<br>Reference: CC:20170630:SP74328 | CODE<br><b>CH</b> |

- (C) The Owners-Strata Plan No. 74328 certify that a special resolution was passed on 21/8/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.  
Added by-law No. By-Laws 36 and 37  
Amended by-law No.  
as fully set out below:  
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "B"
- (G) The seal of The Owners-Strata Plan No. 74328 was affixed on 6/11/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

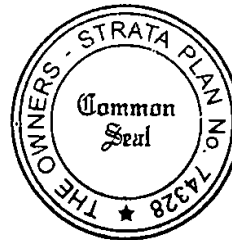
Name: DAVID FERGUSON

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



**STRATA SCHEME NO 74328**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**ADD BY-LAW 36 – Delegation of Minor Renovations**

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

**ADD BY-LAW 37 – Notice Board**

- i. Cause a notice board to be affixed to common property.

This is page 2 of a total of 28 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

Names: DAVID FERGUSON  
Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



**STRATA SCHEME NO 74328**  
**ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

**DEVELOPER BY-LAWS**

**1. Definitions and interpretation**

**1.1 Definitions**

In the by-laws:

**"Architectural Code"** means the architectural and landscaping standards made under the Strata Management Statement for the Building.

**"Building"** means:

- (a) the Residential Strata Scheme; and
- (b) any other strata schemes, stratum lots or land covered by the Strata Management Statement.

**"Building Management Committee"** means the committee established under the Strata Management Statement and the Management Act to administer the Residential Owners Corporation and the other owners corporations and stratum lots in the Building.

**"Building Manager"** means the person appointed by the Owners Corporation from time to time pursuant to by-law 25.

**"Common Property"** means the common property in the Residential Strata Scheme.

**"Exclusive Use By-law"** means a by-law granting an Owner exclusive use of and special privileges in respect of Common Property according to division 4, chapter 2 in part 5 of the *Management Act*.

**"Government Agency"** means any government, semi or local government, statutory, public or other authority or entity.

**"Lot"** means a lot in the Residential Strata Scheme.

This is page 3 of a total of 28 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

Names: .....

Signatures: .....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



**"Management Act"** is the *Strata Schemes Management Act 1996*.

**"Occupier"** means an occupier, lessee or licensee of a Lot.

**"Owner"** is:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the Owner for the time being of the new Lots.

**"Owners Corporation"** is The Owners - Strata Plan No. 74328.

**"Recreation and Barbecue Area"** means the area designated "BBQ Area" (or otherwise indicated in a distinctive way) on the Strata Plan.

**"Residential Strata Scheme"** is the strata scheme created on registration of strata plan SP74328.

**"security key"** is a key, proximity card or other device or information used in the Residential Strata Scheme to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

**"Strata Management Statement"** means the Strata Management Statement registered in respect of the Building containing the rights and obligations of the Owners Corporation, Owners, Occupiers and other owners and occupiers of strata and stratum lots in the Building.

**"Strata Manager"** is the person appointed by the Owners Corporation as its strata managing agent. If there is no Strata Manager, it means the secretary of the Owners Corporation.

**"third party"** may be a person who is not an Owner.

**"you"** is an Owner, Occupier or mortgagee in possession of a Lot.

## 1.2 Interpretation

In these by-laws:

- (a) headings are for convenience only and do not affect interpretation,  
and unless the context indicates a contrary intention:
- (b) a reference to these by-laws includes any replacement or variation of them;

This is page 4 of a total of 28 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

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- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and other consolidation, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) words implying a gender include any gender;
- (f) “person” includes an individual, the estate of an individual (including executors and administrators), an authority, an association or a joint venture (whether incorporated or not), a partnership, successors, substitutes (including persons taking by novation) and assigns;
- (g) a reference to a day means the period of time commencing at midnight and ending 24 hours later and a reference to time is a reference to Sydney time;
- (h) a consent under these by-laws must be given in writing by the relevant party;
- (i) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (j) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of these by-laws, and a reference to these by-laws includes all schedules, exhibits, attachments and annexures to it;
- (k) “includes” in any form is not a word of limitation; and
- (l) the rights, powers and remedies in these by-laws are in addition to those provided by law.

### 1.3 Exercise of rights

The Building Management Committee may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Building Management Committee from exercising that or any other right, power or remedy. Failure by the Building Management Committee to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

## 2. Special privileges to use the hot water system

### 2.1 Privilege

This is page 5 of a total of 28 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

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Each Owner has a special privilege to connect to and use the Common Property hot water system.

## **2.2 Costs**

Each Owner must:

- (a) pay the Owners Corporation according to regular accounts issued by the Owners Corporation that are based on metered readings; and
- (b) give the Owners Corporation access to their Lot to read hot water meters located in the Lot.

## **2.3 Maintenance**

The Owners Corporation must:

- (a) operate, maintain, repair and replace the hot water system; and
- (b) give Owners and Occupiers regular accounts for their costs under this by-law.

## **2.4 Agreements**

The Owners Corporation may:

- (a) have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system. The agreement may have provisions about the Owner or Occupier paying administration fees to the third party;
- (b) have agreements with Owners and Occupiers which require an Owner or Occupier to pay an Owner's costs under this by-law;
- (c) require Owners or Occupiers to pay the Owners Corporation a bond. The Owners Corporation may apply the bond towards charges that the Owner or Occupier is required to pay under this by-law but has not paid; and
- (d) discontinue the hot water service to a Lot if the Owner or Occupier has not paid the Owners Corporation's costs under this by-law. The Owners Corporation does not have to reinstate the hot water service until the Owner or Occupier pays the cost.

## **3. Strata Management Statement**

### **3.1 Essential**

This is page 6 of a total of 28 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

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The Strata Management Statement is an essential document for the management of the Residential Strata Scheme and the Building that contains rules (in addition to these by-laws) that you and the Owners Corporation (at your cost) must comply with.

**3.2 Owners Corporation to comply**

The Owners Corporation must comply on time and at its cost with the Strata Management Statement.

**3.3 Prohibition**

Nothing in these by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement.

**3.4 Consent under the Strata Management Statement**

A consent under these by-laws does not relieve you or the Owners Corporation from obligations to obtain necessary consents under the Strata Management Statement.

**4. Architectural Code**

**4.1 Adoption**

The Building Management Committee may adopt the Architectural Code for the Building.

**4.2 Compliance with Architectural Code**

You and the Owners Corporation must comply with the Architectural Code.

**4.3 Matters covered by Architectural Code**

The Architectural Code covers a wide range of matters including, but not limited to:

- (a) signage;
- (b) window coverings;
- (c) security devices;
- (d) external lighting;
- (e) colour schemes;
- (f) Building alterations; and

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- (g) external airconditioning units.

## **5. Changing the by-laws**

The Owners Corporation may add, change and cancel by-laws only if:

- (a) it complies with the provisions in the Strata Management Statement about adding, changing and cancelling by-laws; and
- (b) it consults with the Building Management Committee before adding, changing or cancelling a by-law.

## **6. Behaviour**

### **6.1 Conduct**

You must not:

- (a) make noise or behave in a way that might interfere with another Owner or Occupier or their visitors;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- (d) drink or otherwise consume alcohol while you are on Common Property;
- (e) obstruct a person's legal use of Common Property; or
- (f) do anything that might damage the good reputation of the Residential Strata Scheme.

### **6.2 Clothing**

You must be adequately clothed when you are on Common Property.

### **6.3 Children**

You must not allow children in your care to:

- (a) play on Common Property inside the Building (eg. access ways, hallways or stairs); or

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- (b) unless an adult exercising effective control is with them, be in an area of Common Property that is dangerous to children (eg. a car park and the Recreation and BBQ Area).

## **7. Responsibility for others**

### **7.1 Compliance with by-laws**

You must:

- (a) make sure your visitors comply with these by-laws and the Strata Management Statement;
- (b) make your visitors leave the Residential Strata Scheme if they do not comply with these by-laws and the Strata Management Statement;
- (c) take reasonable care about who you invite into the Residential Strata Scheme; and
- (d) accompany your visitors at all times, except when they are entering and leaving the Residential Strata Scheme.

### **7.2 Occupiers to comply**

If you lease or licence your Lot, you must make sure that your Occupiers and their visitors comply with the by-laws and the Strata Management Statement. You must take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Residential Strata Scheme.

### **7.3 Prohibited conduct**

You must not allow another person to do anything that you cannot do under the by-laws or the Strata Management Statement.

## **8. Lot**

### **8.1 Keep Lot clean**

You must:

- (a) keep your Lot clean and in good repair;
- (b) clean the glass in the windows and doors of your Lot and any window coverings (for example, curtains, blinds and louvres) in your Lot, even if they are Common Property.

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You do not have to clean windows, doors or window coverings that you cannot access safely;

- (c) properly maintain and replace an installation or alteration made under these by-laws that services your Lot whether or not you made the installation or alteration; and
- (d) at your expense, comply with all laws about your Lot including requirements of Sydney City Council and Government Agencies.

## **8.2 Consent from Owners Corporation**

You must have consent from the Owners Corporation to:

- (a) keep anything in your Lot that is visible from outside the Lot and is not in keeping with the appearance of the Residential Strata Scheme;
- (b) install bars, screens, grilles, security locks or other safety devices on the exterior of windows or doors in your Lot; or
- (c) attach or hang an aerial, security device, wires or satellite uplinks outside the Lot.

## **8.3 Conduct**

You must not:

- (a) do anything in the Residential Strata Scheme that is illegal;
- (b) operate electronic equipment or a device which interferes with domestic appliances; or
- (c) install or operate an intruder alarm with an audible signal.

## **9. Floor and window coverings in your Lot**

### **9.1 Floor coverings**

You must keep floors in your Lot covered or treated to stop the transmission of noise that might disturb another Owner or Occupier.

### **9.2 Window coverings**

Subject to the Architectural Code, window coverings (for example, curtains, blinds and louvres) in your Lot must be:

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(a) in keeping with the appearance of the Building; and

(b) of a standard commensurate with the standard of the Building,

provided that the backing of the window covering is of a white or off white colour or another colour approved by the Owners Corporation.

## **10. Laundry**

You must not hang laundry, bedding or other articles on the balcony of your Lot or in an area that is visible from outside the Residential Strata Scheme.

## **11. Garbage**

### **11.1 Preparation of garbage**

You must:

(a) drain and securely wrap all your household and other garbage and put it in the Common Property garbage chute on your level of the Residential Strata Scheme;

(b) leave your other garbage in the area in the garbage room designated by the Owners Corporation;

(c) recycle your garbage according to instructions from the Owners Corporation and Sydney City Council;

(d) drain and clean bottles and make sure they are not broken before you put them in the recycling bins in the recycling room located on Carparking Level 1 (CP-1); and

(e) contact the Building Manager to remove large articles of garbage, recyclable materials or liquids that are poisonous or dangers to the environment.

### **11.2 Additional garbage**

You must not:

(a) leave garbage on Common Property or in the garbage room except in the areas designated by the Owners Corporation;

(b) put bottles or glass in the garbage chute;

(c) put liquids in the garbage chute;

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- (d) put items that weigh more than 2.5 kilograms in the garbage chute; or
- (e) put boxes or large items in the garbage chute that might block it.

## **12. Keeping an animal**

### **12.1 No animals**

You must not keep an animal in your Lot or on the Common Property unless it is a guide dog or a hearing dog and you are visually or hearing impaired.

### **12.2 Visitors**

You must not allow your visitors to bring animals into the Residential Strata Scheme unless they are guide dogs or hearing dogs.

## **13. Balconies**

### **13.1 What you may keep**

You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony of your Lot only if it:

- (a) is a type approved by the Owners Corporation;
- (b) complies with the Architectural Code;
- (c) will not cause damage; and
- (d) is not dangerous.

### **13.2 Removal of items**

The Owners Corporation may require you, at your cost, to remove items from your balcony that are not Common Property and replace them so that the Owners Corporation may inspect or repair Common Property.

## **14. Planter boxes on your balcony**

### **14.1 Maintenance**

If there is a planter box on your balcony, you must:

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- (a) properly maintain the soil and plants in the planter box; and
- (b) when you water the planter box, make sure no water goes onto Common Property or another Lot.

#### **14.2 Damage to Common Property**

You must not use planter boxes in a way that will:

- (a) damage Common Property or another Lot; or
- (b) create a nuisance or hazard.

#### **14.3 Rectification**

The Owners Corporation may require you, at your cost, to remove and replace soil and plants in your planter box so that the Owners Corporation may inspect or repair Common Property.

### **15. Moving furniture and goods**

You must:

- (a) make arrangements with the Building Manager at least 48 hours before you move furniture or goods through the Residential Strata Scheme;
- (b) move furniture and goods through the Residential Strata Scheme according to the Building Manager's instructions; and
- (c) comply with the Building Manager's reasonable requirements.

### **16. Loading area**

#### **16.1 Use**

You may use the loading and delivery area:

- (a) by prior arrangement with the Building Manager; and
- (b) between the hours nominated by the Owners Corporation.

#### **16.2 Minimise interference**

When you use the loading and delivery area you must try to minimise obstruction and interference with other people lawfully using the area.

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## **17. Parking on Common Property**

You must have consent from the Owners Corporation to park or stand a vehicle on Common Property.

## **18. Building works**

### **18.1 Any work**

You must comply with this by-law if you want to:

- (a) do building work in the Residential Strata Scheme;
- (b) do work to services in the Residential Strata Scheme; or
- (c) alter the structure of your Lot.

### **18.2 Consents for building work**

Before you do the work or alteration, you must:

- (a) get the necessary consents from the Owners Corporation, the Building Management Committee, the Council and Government Agencies;
- (b) if the work or alteration affects Common Property, get consent from the Owners Corporation unless the alteration is minor and by-law 18.4 applies;
- (c) if you do not need consent to do the work or alteration, give the Owners Corporation a written notice describing what you propose to do. You must give notice at least 14 days before you start the work or alteration;
- (d) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (e) comply with the Architectural Code.

### **18.3 Alterations**

If you do building works or alterations in the Residential Strata Scheme, you must:

- (a) before you do the work, find out from the Building Manager or the Strata Manager where service lines and pipes are located;
- (b) not damage service lines or pipes or interrupt services;

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- (c) do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation, the Building Management Committee, the Council and other Government Agencies; and
- (d) repair any damage you cause to Common Property or the property of an Owner or Occupier.

**18.4 Minor work**

You may do minor work or make minor alterations to the interior of Common Property structures enclosing your Lot (eg hang pictures or attach items to Common Property walls or put nails or screws into them).

**18.5 Structural wall**

You must not remove or alter a structural wall.

**19. Changing non structural walls**

**19.1 Non structural walls**

You may:

- (a) alter or remove non structural walls in your Lot; and
- (b) make openings in non structural Common Property walls between 2 Lots that you own or occupy.

**19.2 Compliance with legislation**

If you change a wall under this by-law, you must:

- (a) comply with the conditions in by law 19.3; and
- (b) comply with section 14 of the *Strata Schemes (Freehold Development) Act 1973* and lodge any necessary building alteration plan with the Registrar General.

**19.3 Condition**

It is a condition of you changing a wall under this by-law that:

- (a) the Owners Corporation does not have to reinstate the wall; and
- (b) you acknowledge this for yourself and future owners of your Lot.

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#### **19.4 Damage to Common Property**

You must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you or your visitors.

#### **19.5 Consent to interfere with Common Property**

You must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property or personal property of the Owners Corporation;
- (b) use Common Property as your own garden;
- (c) remove equipment or other articles from Common Property;
- (d) interfere with the operation of Common Property equipment; or
- (e) install or modify an air conditioning unit, ventilation system or associated ducting (even if they are in your Lot). The Owners Corporation cannot unreasonably withhold its consent.

### **20. Insurance premiums**

#### **20.1 Invalidation of insurance**

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

#### **20.2 Conditions concerning insurance**

If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for increased premium.

### **21. Security**

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### **21.1 Prevention**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Residential Strata Scheme; and
- (b) prevent fires and other hazards.

### **21.2 Security equipment**

The Owners Corporation may install and operate in Common Property audio visual security cameras and other audio visual surveillance equipment for the security of the Residential Strata Scheme.

### **21.3 No interference**

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Residential Strata Scheme.

### **21.4 Fire and security doors**

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

## **22. Restricting access to Common Property**

The Owners Corporation may:

- (a) close off or restrict by security keys access to parts of the Common Property that do not give access to a Lot;
- (b) restrict by security keys your access to the parts of the Building where you do not own or occupy a Lot; and
- (c) allow the Building Manager and security personnel to use part of Common Property to operate or monitor security of the Residential Strata Scheme. The Owners Corporation may exclude Owners and Occupiers from using these parts of Common Property.

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The Owners Corporation may close off or restrict access to Common Property facilities if this will help to control and administer those facilities.

## **23. Security keys**

### **23.1 Provision of security keys**

If the Owners Corporation restricts access to parts of Common Property, the Owners Corporation may give you a security key. The Owners Corporation may charge you a fee or bond if you want extra or replacement security keys.

### **23.2 Obligations regarding security keys**

You must:

- (a) take all reasonable steps not to lose security keys;
- (b) return security keys to the Owners Corporation if you do not need them or if you move out of the Building; and
- (c) notify the Strata Manager or the Building Manager immediately if you lose a security key.

### **23.3 Leases and licences**

If you lease or licence your Lot, you must include a requirement in the lease or licence that the Occupier must return security keys to the Building Manager or the Strata Manager when they move out of the Residential Strata Scheme.

### **23.4 No copying**

You must not:

- (a) copy a security key; or
- (b) give security keys to someone who is not an Owner or Occupier.

### **23.5 Ownership of security keys**

Security keys belong to the Owners Corporation.

## **24. Rules**

### **24.1 Owners Corporation may make rules**

This is page 18 of a total of 28 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

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The Owners Corporation may make rules about the security, control, management, operation, use and enjoyment of the Residential Strata Scheme and the Common Property.

#### **24.2 Change rules**

The Owners Corporation may add to or change the rules at any time.

#### **24.3 Compliance with rules**

You must comply with the rules.

### **25. Building Manager**

#### **25.1 Appointment of Building Manager**

The Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Residential Strata Scheme:

- (a) as an Owners Corporation in its own right; and
- (b) as a member of the Building Management Committee.

#### **25.2 Terms**

The terms of the agreements the Owners Corporation enters into may be up to 5 years with one option of up to 5 years. The agreement may have provisions about:

- (a) the rights of the Owners Corporation and the Building Manager to terminate the agreement early; and
- (b) the Building Manager's rights to assign the agreement.

#### **25.3 Remuneration**

The Building Manager's remuneration must not exceed the market fee for performing the duties and functions of the Building Manager.

#### **25.4 Duties**

The Building Manager's duties under an agreement between it and the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;

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- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property and personal property of the Owners Corporation;
- (c) arranging for the collection and removal of garbage;
- (d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink service;
- (e) providing a letting, property management and sales service;
- (f) supervising employees and contractors of the Owners Corporation;
- (g) supervising the Residential Strata Scheme generally; and
- (h) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Residential Strata Scheme.

#### **25.5 Duties under Strata Management Statement**

The Building Manager's duties under an agreement between it and the Owners Corporation under by-law 25.1(b) are those specified in the Strata Management Statement.

#### **25.6 Right to enter agreement**

The Building Manager may have the sole right to enter into an agreement under by-law 25.1(a) with the Owners Corporation to conduct a letting service and a tenancy management service and to provide ancillary services.

#### **25.7 Owner Corporation's consent**

The Owners Corporation must have the Building Manager's consent to have more than one agreement under by-law 25.1(a) at the same time.

#### **25.8 Appointment of Building Manager**

The Owners Corporation must appoint the same Building Manager that the Building Management Committee appoints under the Strata Management Statement.

### **26. No interference with Building Manager**

You must not:

- (a) interfere with or stop the Building Manager performing its duties; or

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Names: .....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

## **27. Agreement with the Strata Manager**

The Owners Corporation must appoint and retain under section 28 of the Management Act the same Strata Manager that the Building Management Committee appoints under the Strata Management Statement.

## **28. Services provided by the Owners Corporation**

### **28.1 Services**

The Owners Corporation has the power to supply services to each Lot including hot and cold water, gas, telephone, television and other communications.

### **28.2 Agreements with third parties**

The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

### **28.3 Agreements with Owners and Occupiers**

The Owners Corporation may make agreements with Owners and Occupiers about paying for services supplied under this by-law.

## **29. Consents by the Owners Corporation**

### **29.1 Conditions**

The Owners Corporation may make conditions when it gives you consent to do things under these by-laws. You must comply with the conditions.

### **29.2 Revocation**

The Owners Corporation may revoke its consent if this is practicable.

## **30. Rights of the Owners Corporation**

### **30.1 Owners Corporation rights**

The Owners Corporation may do anything in your Lot that you should have done under these by-laws but which you have not done or have not done properly.

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### **30.2 Written notice**

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

### **30.3 Recover as debt**

The Owners Corporation may recover any money you owe it under these by-laws as a debt.

### **30.4 Powers of Owners Corporation**

The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

### **30.5 Applications and complaints**

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

## **31. Exclusive Use By-laws**

### **31.1 Purpose**

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.

### **31.2 Change of Exclusive Use By-laws**

The Owners Corporation may amend or cancel an Exclusive Use By-law only by special resolution and with the written consent of the Owner of each Lot which benefits from the Exclusive Use By-law.

### **31.3 Occupier's rights**

The Owner of each Lot which has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law, however, the Owner remains responsible to the Owners Corporation and, where

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appropriate, Government Agencies to comply with the obligations of the Owner under the Exclusive Use By-law.

#### **31.4 Damage**

The Owner of a Lot which has the benefit of an Exclusive Use By-law must repair damage caused by exercising rights under the Exclusive Use By-law to Common Property or the property of another Owner or Occupier.

#### **31.5 Indemnities**

The Owner of each Lot which has the benefit of an Exclusive Use By-law indemnifies the Owners Corporation against all claims and liability caused by exercising rights under the Exclusive Use By-law.

### **32. By-law for Recreation and Barbecue Area**

#### **32.1 Special privileges**

The Owner of each Lot has a special privilege to use (on a shared basis with the Owners of each other Lot) the Recreation and Barbecue Area.

#### **32.2 Rights and obligations of Owner**

If you are the Owner of a Lot you may use the Recreation and Barbecue Area for the following purpose and on the following conditions:

- (a) subject to subclause (b), you must only use the Recreation and Barbeque Area for private recreational purposes (excluding any sport or games) between the following hours or such other hours as may be determined by the Owners Corporation:

Sunday to Thursday 9.00am to 9.00pm

Friday to Saturday 9.00am to 10.30pm

- (b) you must not use the barbecue located in the Recreation and Barbeque Area, unless and until you have liaised with the Owners Corporation to book a time to use the barbeque and you may only use the barbecue during the time period for which you have a booking to use it;
- (c) you must not bring anything onto the Recreation and Barbeque Area which may be dangerous, offensive or disturb the Owners of other Lots and you must not bring, drink or otherwise consume alcohol while you are in the Recreation and Barbeque Area;

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Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (d) while using the Recreation and Barbeque Area you must behave in such a manner as to minimise noise and disruption to the other Lots and must not do anything which may be dangerous, offensive or disturb the Owners of other Lots including but not limited to conducting parties or convening groups, playing loud music and increasing any lighting;
- (e) must ensure that the Recreation and Barbeque Area is left in a clean condition after its use or, if required by the Owners Corporation you must reimburse the Owners Corporation for the cost of cleaning the Recreation and Barbeque Area as a result of your use;
- (f) must inform the Owners Corporation as soon as practicable after you become aware of any damage to the Recreation and Barbeque Area or any facilities in the Recreation and Barbecue Area;
- (g) you must otherwise comply with the directions of the Owners Corporation as to the use of the Recreation and Barbeque Area and any facilities provided in that area.

### **32.3 Obligations of the Owners Corporation**

Except as may otherwise be provided in these By-Laws, the Owners Corporation must:

- (a) clean, maintain and repair the Recreation and Barbeque Area; and
- (b) is responsible for replacement costs of the equipment, fixtures and fittings in the Recreation and Barbecue Area unless you cause damage to the equipment, fixtures and fittings in which event you will be responsible for the replacement costs of any damaged items.

### **32.4 Paying costs for Recreation and Barbecue Area**

The Owner of each Lot must reimburse the Owners Corporation for its costs under this by-law including but not limited to each Owner who uses the barbecue paying, or reimbursing the Owners Corporation, for the cost of gas and other services supplied to operate the barbeque for the use and benefit of that Owner.

### **32.5 Accounts**

The Owners Corporation must give the Owner of each Lot regular accounts of their costs under this by-law. The Owners Corporation may:

- (a) include the account in notices for the Administrative Fund Contribution of the Owner; and

**This is page 24 of a total of 28 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:**

**Names:** .....

**Signatures:** .....

.....

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- (b) require the Owner to pay their costs in advance and quarterly (or for other periods reasonable determined by the Owners Corporation).

### **33. Prohibition On Smoking**

1. For the purpose of this by-law:
  - a. "Smoke" means to inhale, hold or otherwise have control of ignited tobacco that is intended to be smoked by means of a cigarette, cigar, pipe or any other method
  - b. "Property" means all common property of the strata scheme and all areas of lot property within the strata scheme
2. An owner or occupier of a lot must not smoke, or allow any guest or invitee to smoke within the property
3. An owner or occupier must ensure that his guest and invitee comply with the restriction of this by-law at all times
4. An owner, occupier, guest or invitee must comply with any reasonable direction of the building manager and/or strata manager given pursuant to this by-law.

### **34. Overcrowding**

1. This by-law applies to all lots within the strata scheme which have development approval to be used as a residential accommodation (to be known as residential lots);
2. Residential lots must only be used as permanent residential accommodation;
3. Residential lots must not be used for the purpose of a hotel, motel, services apartment, boarding house or any form of tourist accommodation;
4. An owner or occupier of a residential lot must not advertise or solicit and must not permit any agent of the owner or occupier to advertise or solicit for short term accommodation of a residential lot;
5. No more than 2 adults shall occupy any council approved bedroom in a residential lot;
6. No bedroom within a residential lot is to contain more than 2 beds, excluding cots and bassinets for children;
7. A total number of adults that may reside in a residential lot must not exceed twice the number of council approved bedrooms in the residential lots.

This is page 25 of a total of 28 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

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### **35. Service of Documents on Owner of Lot by Owners Corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

### **36. Delegation of Minor Renovations**

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

### **37. Notice Board**

- i. Cause a notice board to be affixed to common property.

### **SPECIAL BY-LAW No. 1**

#### **A. DEFINITIONS**

- (i) In this by-law, the following terms are defined to mean:

“Works” means the alteration and additions (including all ancillary structures) undertaken by the Owner to install retractable awnings to the two sliding doors at the rear of lot 72.

“Owner” means each of the owners for the time being of lot 72.

- (ii) Where any terms used in this by-law are defined in the *Strata Schemes Management Act 1996*, they will have the same meaning as those words are attributed under that Act.

#### **B. RIGHTS**

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to perform the Works and to erect and keep the Works to and on the common property; and

This is page 26 of a total of 28 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74328 was affixed on the 6<sup>th</sup> day of November 2017 in the presence of:

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Signatures.....

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- (b) the exclusive use of those parts of the common property occupied by the Works.

#### **C. CONDITIONS**

##### **Maintenance**

- (i) The Owner must properly maintain and keep the common property to which the Works are erected or attached in a state of good and serviceable repair.
- (ii) The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

##### **Documentation**

- (iii) Before commencing the Works, the Owner must submit to the owners corporation the following documents relating to the Works:
  - (a) plans and drawings;
  - (b) specifications;
  - (c) structural diagrams (if required); and
  - (d) any other document reasonably required by the owners corporation.

##### **Approvals**

- (iv) Before commencing the Works, the Owner must obtain approval for the performance of the Works from:
  - (a) the relevant consent authority under the Environmental Planning and Assessment Act, and
  - (b) any other relevant statutory authority whose requirements apply to the Works.

##### **Insurance**

- (v) Before commencing the Works, the Owner must effect the following insurances in the joint names of the Owner and the owners corporation:
  - (a) contractors all works insurance;
  - (b) insurance required under the Home Building Act 1989 (if applicable);

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- (c) workers compensation insurance; and
- (d) public liability insurance in the amount of \$10,000.00

#### Performance of Works

- (vi) In performing the Works, the Owner must:
  - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation;
  - (b) protect areas of the strata schemes outside their lot from damage by the Works or by the transportation of construction materials, equipment & debris, in the manner reasonably acceptable by the owners corporation;
  - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Works;
  - (d) only perform the Works at the times approved by the owners corporation;
  - (e) not create noise that cause discomfort, disturbance or interference with activities of any other occupier of the building;
  - (f) remove all debris resulting from the Works immediately from the building; and
  - (g) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory concerning performance of the Works.

#### Liability

- (vii) The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Works to the common property and will make good that damage immediately after it has occurred.

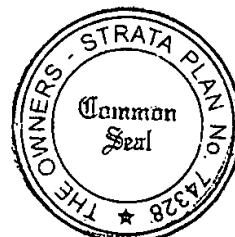
#### Indemnity

- (viii) The Owner must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the Owner.

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Names: DAVID FERGUSON  
 Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



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**Approved Form 10**

**Certificate re Initial Period**

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

\*that the initial period has expired.

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

THE COMMON SEAL by THE OWNERS - )  
STRATA PLAN NO. 74328 was hereunto affixed) )  
on the 6<sup>th</sup> day of November 2017 in the )  
presence of )  
being the person(s) authorised by Section 273 )  
of the *Strata Schemes Management Act 2015* )  
to attest the affixing of the seal: )



*David Ferguson*

DAVID D FERGUSON

Print name

**City of Sydney**  
**Town Hall House**  
**456 Kent Street**  
**Sydney NSW 2000**

Telephone +61 2 9265 9333  
Fax +61 2 9265 9222  
council@cityofsydney.nsw.gov.au  
GPO Box 1591 Sydney NSW 2001  
cityofsydney.nsw.gov.au



THE SHIRE CONVEYANCER  
PO BOX 1033  
CRONULLA NSW 2230

## PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

---

|                             |  |
|-----------------------------|--|
| <b>Applicant:</b>           | THE SHIRE CONVEYANCER                  |
| <b>Your reference:</b>      | 20/568 SEETO                           |
| <b>Address of property:</b> | 16-20 Smail Street , ULTIMO NSW 2007   |
| <b>Owner:</b>               | THE OWNERS - STRATA PLAN NO 74328      |
| <b>Description of land:</b> | Lot 101 DP 1071897, Lots 1-87 SP 74328 |
| <b>Certificate No.:</b>     | 2020307144                             |
| <b>Certificate Date:</b>    | 13/11/20                               |
| <b>Receipt No:</b>          | 0163280                                |
| <b>Fee:</b>                 | \$53.00                                |
| <b>Paid:</b>                | 13/11/20                               |

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333  
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

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**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zone B4 Mixed Use (Sydney Local Environmental Plan 2012)**

**1 Objectives of zone**

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

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries

**PROPOSED ZONING**

This property is not affected by a draft zone.

**LOCAL PLANNING CONTROLS**

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012  
NSW Legislation Website.**

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

**Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms**

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

## HERITAGE

**Conservation Area**

*(Sydney Local Environmental Plan 2012)*

This property has been identified as land within a Heritage Conservation Area.

**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](http://www.heritage.nsw.gov.au)

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

**State Environmental Planning Policy No. 19 – Bushland in Urban Areas**

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

**State Environmental Planning Policy No. 33 – Hazardous and Offensive Development**

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

**State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**State Environmental Planning Policy No. 64 – Advertising and Signage**

This policy aims to ensure that signage (including advertising):  
Is compatible with the desired amenity and visual character of an area, and  
Provides effective communications in suitable locations, and  
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

**State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes)  
(Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

**State Environmental Planning Policy (Housing for Seniors or People with a Disability)  
2004**

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made

under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

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

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

**State Environmental Planning Policy (State Significant Precincts) 2005**

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

**State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

**State Environmental Planning Policy (Infrastructure) 2007**

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

**State Environmental Planning Policy (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

**State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**State Environmental Planning Policy (State and Regional Development) 2011**

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

**State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

**State Environmental Planning Policy (Coastal Management) 2018**

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and



- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

#### **Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005**

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

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#### **OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

#### **(3) Complying Development**

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General Housing Code & Commercial and Industrial (New Buildings and Additions)  
Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the General Housing Code, the Commercial and Industrial (New Buildings and Additions) Code 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**

|   |     |
|---|-----|
| ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.   | NO  |
| ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .                                | NO  |
| ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.  | NO  |
| ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .   | NO  |
| ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area | NO  |
| ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.   | YES |
| ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.   | NO  |
| ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.   | YES |
| ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.  | NO  |
| ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.   | NO  |
| ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.   | NO  |
| ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the General Housing Code & Low Rise Housing Diversity Code)   | NO  |
| ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.   | NO  |
| ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.  | NO  |

#### Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

**Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

**Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

**Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

**General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

**Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Note.** “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

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

**(7) Council and other public authorities policies on hazard risk restrictions:**

- (a) The land **is not** affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

**(7A) Flood related development controls information.**

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

**(8) Land reserved for acquisition**

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**(9) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

|   |            |
|---|------------|
| ▪ Central Sydney Development Contributions Plan 2013 – in operation 9 <sup>th</sup> July 2013               | <b>NO</b>  |
| ▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016               | <b>YES</b> |
| ▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 <sup>th</sup> May 2007               | <b>NO</b>  |
| ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007 |            |

**(9A) Biodiversity certified land**

The land has not been certified as biodiversity certified land.

**(10) Biodiversity Conservation Act 2016**

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which as been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

**Note.** The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

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**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

**For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER 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.**

Planning certificate section 10.7 (2), local planning controls are available online at [www.cityofsydney.nsw.gov.au](http://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](http://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



Copy of  
Diagram No. 134946

M.W.S. & D.B.  
SEWERAGE SERVICE DIAGRAM  
MUNICIPALITY OF SYDNEY  
SUBURB OF ULMUTO

Scale: Approx 1:500

Distances / depths in metres pipe diameters in millimetres

## SEWER AVAILABLE

Where the Sewer is not available and a special inspection is involved the Board occupies no responsibility for the suitability of the drainage in relation to the available position of the Board's sewer. The existence and position of the sewer and its depth and position should be ascertained by inspection of records available at Board's Business Office (Section 33 of the Board's Act), position of structures boundaries and sewerage services shown hereon are approximate only. Initial building plans submitted to the Board, discrepancies in position and type of drainage lines and fittings can be due to unreported work. Before building or alterations to existing structures are made, the sewerage services shown on this diagram should be checked with the Board's Customer Centres. The Board is not responsible for any work done to sewerage services shown on this diagram which may have been superseded.

NOTE: This Diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (B- Low & Close 3)

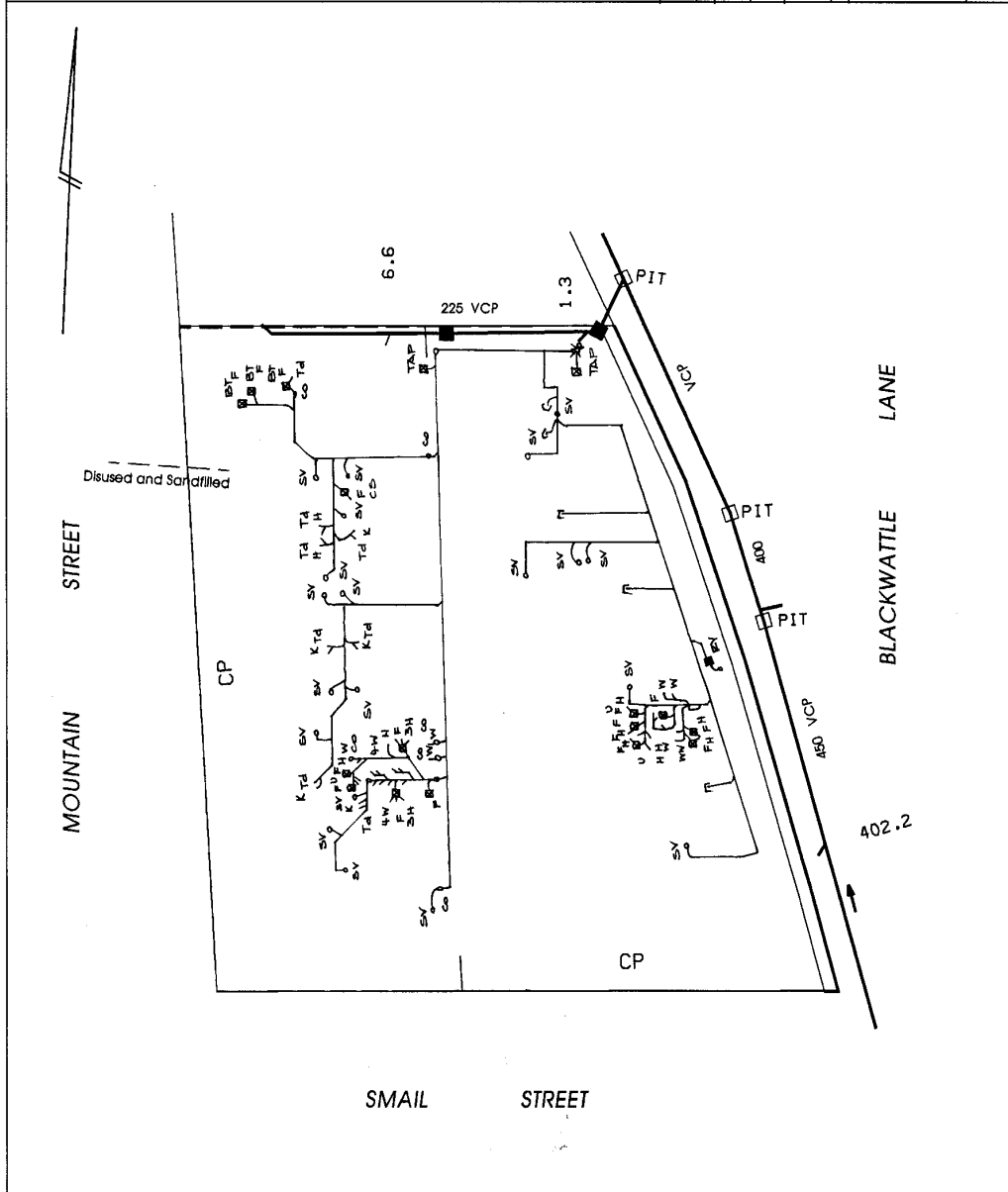
## SYMBOLS AND ABBREVIATIONS

## INDICATES - DRAINAGE FITTINGS

Manhole  
Chamber  
Cleanout  
Inspection Shaft  
Pit  
Grease Interceptor  
Gully  
Roofing Point

INDICATES - PLUMBING FIXTURES & FITTINGS

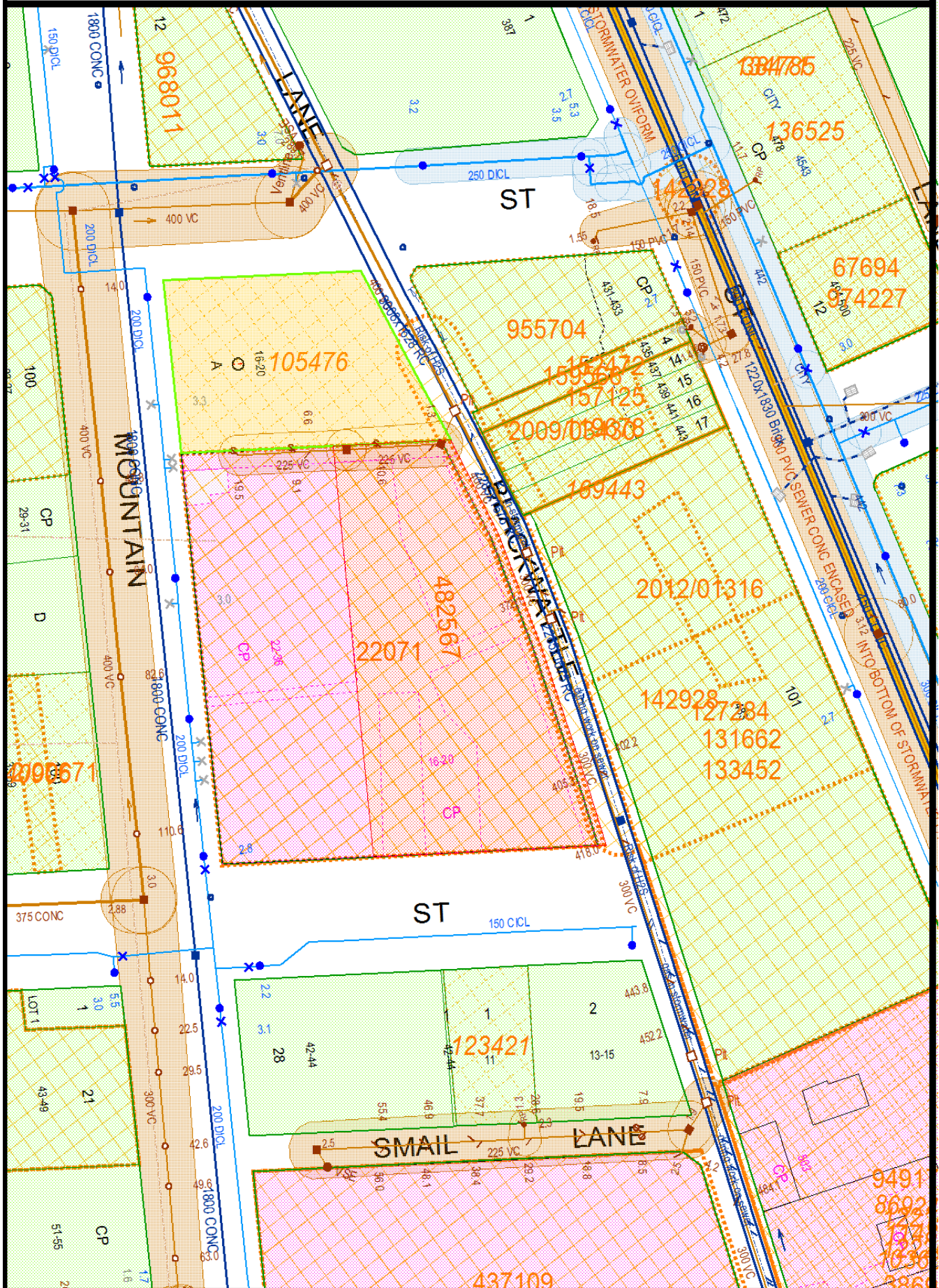
CO Clean Out  
V Vent  
T Tap  
K Kitchen Sink  
W Water Closet  
B Bath Waste  
H Handbasin  
O SV Soil Vent Pipe  
S Shower  
S.S. Sinks  
F Floor Waste  
M Washing Machine  
BS Bar Sink  
LS Lab Sink  
O SV Soil Vent Pipe  
WS Waste Stack



Connection Dates

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

**Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

**Applications, Orders etc**

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

**Owners Corporation management**

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
  - (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

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