

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Morton Real Estate Agency 84 Alexander St, Crows Nest, NSW 2065	Phone: 02 8424 9999 Ref: Sarah Li 0439 528 933 sarahli@morton.com.au
co-agent		
vendor	MIN DAI and SHENG LU	
vendor's solicitor	YOUNG YOUNG CO Suite 222, 1 Barratt Street, Hurstville NSW 2220 DX 11300 Hurstville	Phone: 02 9586 2020 Email: sunnysong@youngyoungco.com.au Fax: 02 9586 1220 Ref: SS:2107022 E: sunnysong@youngyoungco.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 802/83 Harbour St, Haymarket, New South Wales 2000 Registered Plan: Lot 56 Plan SP 98737 Folio Identifier 56/SP98737	(clause 15)

improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
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

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment 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 a **GSTRW payment**
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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

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

Dynamic Property Services Pty Ltd
 Level 25/66 Goulburn St, Sydney, NSW 2000 Phone: 02 9267 6334

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 **802/83 Harbour St, Haymarket**, from **MIN DAI and SHENG LU** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **MIN DAI and SHENG LU** and am not employed in the legal practice of a solicitor acting for **MIN DAI and SHENG LU** nor am I a member or employee of a firm of which a solicitor acting for **MIN DAI and SHENG LU** is a member or employee; and
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: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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*.

SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
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3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

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.

SPECIAL CONDITIONS

Supplementary to 2019 edition Contract for sale and purchase of land

32. Interpretation

In these Additional Clauses, unless the context otherwise requires:

- a. They must be read subject to any rights granted to the vendor or purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- b. Should there be any conflict or inconsistency with the printed clauses (nos.1 to 31 inclusive) then the Special Condition shall prevail to the extent only of that conflict or inconsistency.
- c. All headings are for the convenience of reference only and neither form part of the substance of this contract nor affect the interpretation of any of its provisions, whether express or implied.
- d. The singular includes the plural and conversely, words importing one gender include all other genders and the word “*person*” or “*party*” includes the corporations or any other legal entity.
- e. If any provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- f. This contract is governed by the laws of New South Wales. The *parties* submit to the nonexclusive jurisdiction of the courts exercising jurisdiction there.
- g. The provisions of this contract having application after completion continue to apply despite completion.

33. Amendments to printed clauses

The printed clauses (No. 1 to 31 inclusive) of this contract are amended as follows:

- a. Clause 6.1, substitute for the words contained in the second set of brackets: “(if such error or misdescription substantially and adversely affects the property, the title or anything else)”;
- b. In clause 7.1.1 and 7.2.1 substitute “\$1.00” for “5%” and “10%” respectively;
- c. Clause 7.2.6, add to the end of the clause the words “and the amount held and all net interest must be paid to the vendor forthwith”;
- d. Clause 10.1, insert “or delay completion” after “terminate”; delete “or” at the end of subclause 10.1.8 and add “or” to the end of subclause 10.1.9 and add:
“10.1.10 any claim, grant, notice, order or declaration relating to native title, land

rights or heritage protection under legislation, the common law or otherwise.”

- e. Clause 11.2, add after “*work order*” the words “ with the consent and authority of the vendor” and after “*terminated*” the words “by reason of the vendor’s default only”
- f. Clause 14.4.2, is deleted;
- g. Clause 16.5, the words and numerals “plus another 20% of that fee” are deleted.
- h. Clause 16.6, after the word “IF” insert the words “not less than 7 days before the Completion date”;
- i. Clause 16.8, is deleted;
- j. Delete Clauses 23.13 & 23.14 and replace with “the Vendor authorises the Purchaser to apply for a certificate under S.184 Strata Schemes Management Act 2015 (originally known as under S.109 Strata Schemes Management Act 1996) or S.26 Community and Management Act 1989 in relation to the lot, the schemes or any other schemes. The Vendor will not provide S.184 (originally known as S.109) or S.26 Certificate.”
- k. Clauses 23.6 & 23.7, are deleted;
- l. Clause 29, is deleted;
- m. Clause 31.4, substitute “7 days” for “1 day”.

34. Notice to Complete

34.1 Issue of notice

- a) If completion does not occur on or before the completion date, at any time thereafter either *party* (not then being in default under this contract) may serve on the other a Notice to Complete requiring completion of this contract by 3.30pm on a specified *business day* being not less than ten (10) *business days* (“Notice Period”) after the date of *service* of the Notice to Complete.
- b) The parties agree that:
 - i. The Notice Period is sufficient and reasonable in all circumstances; and
 - ii. Time will be essential for compliance with any Notice to Complete.

34.2 Notice period

- a) The Notice period commences at 3.30pm on the day on which the Notice to Complete is served, providing it is served by 5.00pm on that day;
- b) A party who has served a Notice to Complete may at any time before the expiry of the Notice Period, give to the other written notice either withdrawing the Notice to Complete or extending the Notice Period, in either case without any limitation as to frequency.

34.3 Costs

- a) If the purchaser fails to complete on the completion date, the purchaser must pay as an essential term of this contract an amount of \$220.00 for the legal costs incurred by the vendor for the additional instructions, attendances and communications occasioned by the delay (inclusive but

irrespective of the issue of Notice to Complete) by delivery on the actual completion date of a separate *settlement cheque* for this amount drawn in favour of the vendor's solicitors.

- b) If the purchaser cancels a booking for completion or fails to complete this contract at a scheduled completion booking, such that a second or subsequent completion booking is required, the purchaser will pay or allow to the vendor the sum of \$110.00 for each such booking which is cancelled or does not result in completion of this contract. It is an essential provision of this contract that this amount be paid on completion in addition to all other monies required to be paid by the purchaser under this contract at that time.

35. Interest

35.1 Payment of Interest

If completion does not occur on or before the completion date, the purchaser shall pay as agreed liquidated damages to the vendor on completion, by cash or *settlement cheque*, interest calculated;

- a) daily at the rate of 10% per annum; and
- b) on the unpaid balance of the Price;

In respect of the period ("Interest Period") commencing on the day following the completion date and ending on the day on which completion actually takes places.

35.2 Essential Term

The purchaser may not require the vendor to complete this contract unless interest payable in accordance with sub-clause 35.1 is paid to the vendor on completion. It is an essential term of this contract that such interest is then so paid.

35.3 Delays by Vendor

Sub-clause 35.1 does not apply in respect of any part of the Interest Period during which completion has been delayed due to the fault of the vendor. The vendor shall not be liable to the purchaser for any damage or loss suffered by the purchaser due to the vendor's failure to complete, unless such failure constitutes a breach of an essential term of this contract.

36. Rescission

- 36.1 Without in any manner negating or limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included, should prior to completion the vendor or purchaser (or any of them, if

there be more than one):

- 36.1.1 Die or become mentally ill, disordered, incapable or protected in accordance with the relevant criteria set out in the Mental Health Act 1990 or the Protected Estates Act 1983;

or

- 36.1.2 Being a company, go into liquidation or receivership;

The other *party* may *rescind* this contract by notice in writing to the other and the provisions of Clause 19 shall apply.

- 36.2 If the costs to the vendor of satisfying any claim or complying with any objection claim or requisition made by the purchaser would exceed 3% of the Price, then the vendor can *rescind* this contract and, in the case of a *requisition*, the rescission shall be deemed to be on reasonable grounds under Clause 8.1. and the provisions in Clauses 8.2 and 8.3 shall apply, *mutatis mutandis*, to any such objection or claim.

37. General

- 37.1 This Clause 37 does not restrict or remove the rights of the purchaser under any condition or warranty implied into this contract by any law, if to do so would contravene that law or make any part of this clause void.

- 37.2 No objection, requisition or claim shall be made in respect of, nor shall the purchaser be entitled to rescind or delay completion of this contract by reason of any of the matters relating to the property referred to in this clause 37;

- 37.3 The purchaser acknowledges and agrees that in entering into this contract:

37.3.1 He has relied exclusively on his, or his representative's investigation and inspection of the property (including, without limitation, the use to which it may be put and any restrictions applicable to that use) except to the extent of the disclosures, warranties and representations by the vendor contained in this contract and its annexures;

37.3.2 The purchaser accepts the property in its present state of repair and structural condition with all faults and defects, whether latent or patent, including any infestation, environmental hazard, contamination or dilapidation.

- 37.4 If the completion date is less than 42 days from the contract date, then the number of days specified in Clauses 4 and 5 shall be reduced by the same

fewer days.

38. Inclusions and Keys

- 38.1 The vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the Inclusions and of any appliance, element, motor, system, chattel or fixture in the property and the purchaser shall accept the same on completion in the same condition as at the date of this contract. The vendor need not give formal delivery of the Inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services; nor is the vendor responsible for any loss or breakdown, malfunction or fair wear and tear occurring to any item referred to in this clause after the date of this contract.
- 38.2 The vendor will make available for collection from the vendor's agent or Solicitor upon completion such keys, cards, controls and codes that are in his possession to access or secure the improvements located on the property, but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.

39. Transfer

The Purchaser Acknowledges:

- 39.1 Should the form of transfer not be served within the time prescribed in clause 4.1, the purchaser will pay to the vendor's solicitors on completion the sum of \$110.00 for costs on expedition of its execution by the vendor as an essential term of the contract; and
- 39.2 The information needed pursuant to Clause 4.2 for the form of transfer is disclosed in the contract.

40. Purchaser's Warranties

The purchaser warrants to the vendor that:

- 40.1 The purchaser has not been introduced to the property or the vendor by any agent other than the one (if any) named on sheet 1. The purchaser indemnifies the vendor against any claim made by any other *party* for commission as a result of a breach of this warranty. The provisions of this clause shall not merge on completion.
- 40.2 The purchaser does not need to obtain credit as a condition of completing this

contract or, if so, he has before the date of this contract obtained approval for sufficient credit to finance the purchase of the property. The purchaser acknowledges that as a consequence of the disclosure in this clause, the purchaser is not entitled to *terminate* this contract, whether pursuant to Section 124 of the Consumer Credit Code or otherwise.

- 40.3 If the purchaser is a “foreign corporation” or “foreign person” as defined in the Foreign Acquisition & Take-over Act 1975 (“The Act”), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property. The purchaser hereby indemnifies and holds indemnified the vendor against all liability, loss, damage and expenses which the vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

41. Deposit Provisions

41.1

- 41.1.1 Despite clause 2, the vendor will accept the sum of \$ _____, being not less than 5% of the Price, as part payment of the deposit set out in the particulars on page 1 of this contract on the day this contract is made.
- 41.1.2 The balance of the deposit must be paid by the purchaser to the vendor on or before completion or, if the purchaser are in default, upon termination. If the purchaser defaults the balance of the deposit is a debt due and payable by the purchaser to the vendor.
- 41.1.3 Despite clause 2.9 of this contract, all interest on so much of the deposit as is paid pursuant to clause 41.1.2 and is invested shall be paid to the vendor on completion or on the date the vendor otherwise becomes entitled to keep or recover the deposit.
- 41.1.4 If circumstances arise which entitle the vendor to keep or recover the deposit:
- a) The purchaser must immediately pay to the vendor the unpaid balance of the deposit; and
 - b) If the purchaser fails to do so within seven(7) days from the vendor demanding such payments, the vendor is entitled to recover from the purchaser the unpaid balance of the deposit as a liquidated debt and may exercise such other rights as are available to the vendor whether at law or in equity.
- 41.1.5 The purchaser expressly acknowledges that, notwithstanding any communications from any party and, in particular, from the vendor’s agent (or any representative of the vendor), the deposit payable pursuant to this contract is equivalent to 10% of the Price to secure the purchaser’s obligations pursuant

to this contract.

- 41.2 If required by the vendor, the purchaser shall give to the vendor to use the deposit or part thereof to be applied as a deposit or balance payable by the vendor for the purchase of another property together with the stamp duty incurred. The vendor's solicitor shall authorise the Real Estate Agent for this release of deposit and no further permission is required from the purchaser or purchaser's solicitor.

42. Requisitions

- 42.1 Notwithstanding any other provision of this contract, the purchaser acknowledges that the vendor shall not be obliged to reply to the purchaser's requisitions unless:

42.1.1 The requisition submitted are Form 825/800, 2008 Australian Law Stationers, a copy of which is annexed hereto.

42.1.2 The requisition are from enquiries made by the purchaser; or

42.1.3 The requisition properly arise from the vendor's reply to the purchaser's requisitions.

43. Goods and Services Tax (GST)

- 43.1 Definitions

In this clause:

"GST" refers to goods and services tax under a New Tax System (Goods and Services) Act 1999("GST Act") and the terms used have the meanings as defined in the GST Act.

- 43.2 GST exclusive price

It is agreed that the consideration for the supply expressed in this contract is exclusive of the vendor's liability for GST.

44. Vendor's additional disclosure regarding planning certificate

- 44.1 For the purpose of this clause, Planning Certificate means the certificate under section/s 149(2) and 149(5) (if attached) annexed to this contract.

- 44.2 Changes to Contaminated Land Management Act 1997

The vendor discloses that as from 1 July 2009 the Planning Certificate should specify:

- a) Whether the land is significantly contaminated land.
- b) Whether the land is subject to a management order.
- c) Whether the land is the subject of an approved voluntary management proposal.
- d) Whether the land is subject to an ongoing maintenance order.
- e) Whether the land is the subject of a site audit statement.

44.3 Codes SEPP

The vendor discloses that as from 7 September 2009 the Planning Certificate should state whether or not the land is land on which complying development may be carried out under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP)* including whether or not the land on which complying development may be carried out under the following Codes in the Codes SEPP

- a) General Housing Code, and
- b) Housing Internal Alternations Code, and
- c) General Commercial and Industrial Code.

And if no complying development can be carried out on the land under one or more of the codes in the Codes SEPP, the reason why complying development may not be carried out on the land.

44.4 The purchaser agrees to accept the Planning Certificate in the form as attached to this contract and acknowledges that it must rely on its own enquiries in relation to whether or not the matters referred to in the above subclause apply to the land.

44.5 The purchaser cannot make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this clause.

45. Guarantor If Corporate Purchaser

45.1 If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the purchaser must secure at least one natural person over the age of eighteen(18)years who is a director or a substantial shareholder of the purchaser who will unconditionally guarantee the due performance of the purchaser's obligation under this contract, and the due and punctual payment by the purchaser of the Purchase Price and all other moneys payable by the purchaser to the vendor under this contract. The Guarantee shall be in the form contained in special condition 45.2.

45.2

- The vendor at the request of the Guarantor(s) (whose name(s) and address (es) and description(s) are set out in the schedule below) has/have agreed to sell the property to the purchaser and the purchaser has agreed to purchase from the vendor the property. The Guarantor(s) HEREBY GUARANTEE(S) the payment by the purchaser to the vendor of all moneys including damages to be paid by the purchaser pursuant to this contract at the times and in the manner therein provided and the observance and performance by the purchaser of the terms and conditions therein contained or implied and on the part of the purchaser to be observed and performed.
- As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the vendor may suffer or incur by reason of the failure or default of the purchaser to pay all moneys to be paid by it pursuant to the said contract at the times and in terms, conditions and covenants therein contained or implied and on the part of the purchaser to be observed and performed.
- The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee, indemnity and covenant and that its liability there under shall not be affected or discharged by any indulgence or extension of time granted by the vendor to the said purchaser or of any variation of the terms and conditions of this contract.
- The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.

Schedule

Guarantor(s):

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

In witness hereof the said Guarantor(s) has/have hereunto set his/her/their hand(s) and seal the day of _____ two thousand and _____

SIGNED, SEALED and DELIVERED)

by _____ and _____)

) Signature of Guarantor(s)

as Guarantor(s) in the presence of: _____)

)

) Signature of Witness

Name of Witness

Address of Witness

46. Building Certificate

The purchaser acknowledges and agrees that the vendor does not hold a Building Certificate other than that which may be attached to this contract in respect of the property. The purchaser will make no objection, requisition or claim for compensation, or claim any right to rescind terminate or delay completion in relation to the nonexistence of a Building Certificate. The purchaser shall not require the vendor to obtain/provide such a Building Certificate to the purchaser.

47. Section 10.7 (2) Certificate

47.1 The annexed Section 10.7 (2) Certificate is the only s10.7 (2) certificate which the Vendor in possession from Local Council;

47.2 The purchaser must make its own enquiries to Local Council for any information related to the Section 10.7 (2) Certificates;

47.3 The purchaser warrants not to make objections, claims, requisitions or rescission of contract of any matter arising from the section 10.7 (2) certificate annexed to this contract;

47.4 This is an essential term of the contract, not merge on settlement.

48. Land Tax Clearance Certificate

48.1 If not attached to this contract a Land Tax Clearance Certificate issued by Office of State Revenue will be provided to the purchaser prior to settlement;

48.2 Land Tax Certificate may not be served 14 days before the date for completion as shown on the front page of this contract, the purchaser must complete this contract by 1 day after receiving such certificate or otherwise agreed by the vendor;

48.3 The purchaser warrants not to make objections, claims, requisitions or delay of completion from any matter arising from the service time of the Land Tax Clearance Certificate.

49. Attachments

49.1 "Attachments" means all documents which are attached to this contract;

49.2 The purchaser acknowledges that the attachments are included in this contract;

49.3 The purchaser accepts the matters disclosed in the attachments and warrants not to make objections, claims, requisitions, delay completion or rescission of contract because;

- a. of anything disclosed in the attachments, or
- b. any attachment being incomplete or inaccurate.

50. Australian Taxation Office Clearance Certificate

50.1 If not attached to this contract the Foreign Resident Capital Gain Withholding Clearance Certificate issued by Australian Taxation Office will be provided to the purchaser prior to settlement if applicable;

50.2 The ATO Foreign Resident Capital Gain Withholding Clearance Certificate may not be served 7 days before the date for completion as shown on the front page of this contract, the purchaser must complete this contract by 1 day after receiving such certificate or otherwise agreed by the vendor;

50.3 The purchaser warrants not to make objections, claims, requisitions or delay of completion from any matter arising from the service time of the ATO Foreign Resident Capital Gain Withholding Clearance Certificate.

51. Tenancy Agreement

51.1 Clause 51 only applies when a tenancy agreement annexed to the contract;

51.2 The purchaser acknowledges the following terms:

- a. the tenant has the sole discretion to decide whether to stay or move out at any time, so the tenant has the sole discretion to change the duration of the tenancy agreement;
- b. the tenant's sole decision will determine whether "vacant possession" or "subject to existing tenancies" on settlement on the front page of the contract;
- c. The purchaser will accept either "vacant possession" or "subject to existing tenancies" if the tenant changes the duration of the tenancy agreement;

51.3 If the purchaser requests the "Vacant Possession" on settlement during a periodic term of the tenancy agreement, then the purchaser acknowledges the following terms:

- a. the vendor will only authorise the managing agent to issue the thirty (30) day Termination Notice plus five (5) business day postage to the tenant after the expiry of the cooling-off period under the contract, so the completion date on the front page of the contract will be extended automatically due to the extension of the cooling-off period accordingly;
- b. the tenant has the sole discretion to decide which day he or she moves out of the subject property, if this moving-out date is later than the completion date, the purchaser warrants not to issue Notice to Completion under Clause 34 due to the tenant's delay in moving out, and the purchaser agrees with the new completion date to be the second business day after the vacant possession is provided unless otherwise agreed.

51.4 The purchaser warrants not to make objections, claims, requisitions, delay completion or rescission of contract of any matter arising from this Clause 51;

51.5 This is an essential term of the contract, not merge on settlement.



FOLIO: 56/SP98737

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/7/2021	12:22 AM	3	17/5/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 56 IN STRATA PLAN 98737
AT HAYMARKET
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY AP108018 EXPIRES 25/3/2118

SHENG LU

MIN DAI

AS JOINT TENANTS

(T AP254332)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98737
- 2 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 22/1233929
- 3 AP254333 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2107022

PRINTED ON 8/7/2021



FOLIO: CP/SP98737

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/9/2021	11:34 PM	3	27/4/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98737
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HAYMARKET
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP98737

FIRST SCHEDULE

ESTATE: LEASEHOLD ESTATE CREATED BY AP107962 EXPIRES 25/3/2118

THE OWNERS - STRATA PLAN NO. 98737
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- DYNAMIC PROPERTY SERVICES PTY LTD
LEVEL 25, 66 GOULBURN ST
SYDNEY 2000

SECOND SCHEDULE (46 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1233929
- 2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP98737
- 3 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 4 DP1229312 EASEMENT FOR PUBLIC ACCESS 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1229312 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1229312 EASEMENT FOR COMMUNICATIONS 3.3 AND 2.3 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1229312 EASEMENT FOR SERVICES 4 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1227520 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1227520 EASEMENT FOR COMMUNICATIONS 2, 3 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (46 NOTIFICATIONS) (CONTINUED)

- 10 DP1227551 EASEMENT FOR FIBRE OPTICS SERVICES OVER EXISTING
CONDUITS IN USE (LIMITED IN STRATUM) APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 11 DP1227551 EASEMENT FOR COMMUNICATION SERVICES PLANT 2.465
METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 12 DP1232747 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B
INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1232747 EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (7) IN THE S.88B
INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1232747 EASEMENT FOR PUBLIC ACCESS 4 METRE(S) WIDE AND
VARIABLE (LIMITED IN STRATUM) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 15 DP1232747 EASEMENT FOR PUBLIC ACCESS APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 16 DP1232747 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 17 DP1232747 EASEMENT FOR SERVICES VARIABLE WIDTH REFERRED TO AND
NUMBERED (17) IN THE S.88B INSTRUMENT APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 18 DP1232747 EASEMENT FOR SEWERAGE PURPOSES (OR WATER SUPPLY
PURPOSES) OVER EXISTING LINE OF PIPES REFERRED TO AND
NUMBERED (19) IN THE S.88B INSTRUMENT APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 19 DP1232747 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (22) IN THE S.88B INSTRUMENT
- 20 DP1233929 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
- 21 DP1233929 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 22 DP1233929 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 23 DP1233929 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 24 DP1233929 EASEMENT TO USE FIRE STAIRS AND PASSAGES AFFECTING
THE WHOLE OF THE LAND ABOVE DESCRIBED
- 25 DP1233929 EASEMENT TO USE FIRE STAIRS AND PASSAGES APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 26 DP1233929 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE
WHOLE OF THE LAND ABOVE DESCRIBED
- 27 DP1233929 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 28 DP1233929 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP98737

PAGE 3

SECOND SCHEDULE (46 NOTIFICATIONS) (CONTINUED)

-
- INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 29 DP1233929 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN
STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B
INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30 DP1233929 EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE
WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED
(6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 31 DP1233929 EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE
WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED
(7) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 32 DP1233929 EASEMENT FOR BICYCLE PARKING VARIABLE WIDTH (LIMITED
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 33 DP1233929 EASEMENT TO ACCESS LOBBY VARIABLE WIDTH (LIMITED IN
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 34 DP1233929 EASEMENT TO ACCESS AND USE COMMUNITY ROOM VARIABLE
WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 35 DP1233929 EASEMENT TO ACCESS AND USE POOL AND AMENITIES
VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 36 DP1233929 EASEMENT TO ACCESS AND USE WASTE COLLECTION ROOM
VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 37 DP1233929 EASEMENT TO BIN WASH ROOM VARIABLE WIDTH (LIMITED IN
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 38 DP1233929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (24) IN THE S.88B INSTRUMENT
- 39 DP1233929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (25) IN THE S.88B INSTRUMENT
- 40 DP1233929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (26) IN THE S.88B INSTRUMENT
- 41 DP1233929 POSITIVE COVENANT
- 42 DP1233930 EASEMENT FOR SUSPENDED ARTWORK AND FURNITURE VARIABLE
WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 43 THE ESTATE IN FEE SIMPLE IS COMPRISED IN 22/1233929
- 44 AP778179 POSITIVE COVENANT
- 45 AQ57075 CONSOLIDATION OF REGISTERED BY-LAWS
- 46 AQ57075 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

END OF PAGE 3 - CONTINUED OVER

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PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 98737

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 98737							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 463	2	- 415	3	- 415	4	- 573
5	- 601	6	- 519	7	- 415	8	- 415
9	- 423	10	- 423	11	- 491	12	- 595
13	- 590	14	- 420	15	- 420	16	- 429
17	- 429	18	- 524	19	- 606	20	- 595
21	- 426	22	- 426	23	- 434	24	- 434
25	- 530	26	- 612	27	- 601	28	- 431
29	- 431	30	- 440	31	- 440	32	- 535
33	- 617	34	- 453	35	- 448	36	- 448
37	- 541	38	- 622	39	- 846	40	- 874
41	- 874	42	- 573	43	- 696	44	- 459
45	- 459	46	- 453	47	- 519	48	- 628
49	- 737	50	- 764	51	- 764	52	- 524
53	- 614	54	- 464	55	- 464	56	- 459
57	- 524	58	- 639	59	- 748	60	- 775
61	- 775	62	- 535	63	- 625	64	- 470
65	- 470	66	- 464	67	- 530	68	- 650
69	- 759	70	- 786	71	- 786	72	- 546
73	- 636	74	- 475	75	- 475	76	- 470
77	- 535	78	- 661	79	- 770	80	- 797
81	- 797	82	- 557	83	- 647	84	- 480
85	- 480	86	- 475	87	- 541	88	- 672
89	- 781	90	- 808	91	- 808	92	- 568
93	- 658	94	- 486	95	- 486	96	- 480
97	- 546	98	- 683	99	- 792	100	- 819
101	- 819	102	- 579	103	- 669	104	- 491
105	- 491	106	- 486	107	- 551	108	- 693
109	- 803	110	- 830	111	- 830	112	- 590
113	- 680	114	- 497	115	- 497	116	- 491
117	- 557	118	- 704	119	- 814	120	- 841
121	- 841	122	- 601	123	- 691	124	- 502
125	- 502	126	- 497	127	- 562	128	- 715
129	- 824	130	- 852	131	- 852	132	- 655
133	- 702	134	- 508	135	- 508	136	- 502
137	- 655	138	- 726	139	- 835	140	- 863
141	- 863	142	- 666	143	- 713	144	- 513
145	- 513	146	- 508	147	- 661	148	- 737
149	- 846	150	- 874	151	- 874	152	- 677
153	- 723	154	- 601	155	- 601	156	- 595
157	- 666	158	- 748	159	- 857	160	- 885
161	- 885	162	- 688	163	- 734		

END OF PAGE 4 - CONTINUED OVER

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PAGE 5

NOTATIONS

DP638867 PLAN OF PROPOSED EASEMENT FOR ELECTRICITY PURPOSES
DP639957 PLAN OF PROPOSED EASEMENT FOR ELECTRICITY PURPOSES

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2107022

PRINTED ON 23/9/2021

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

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

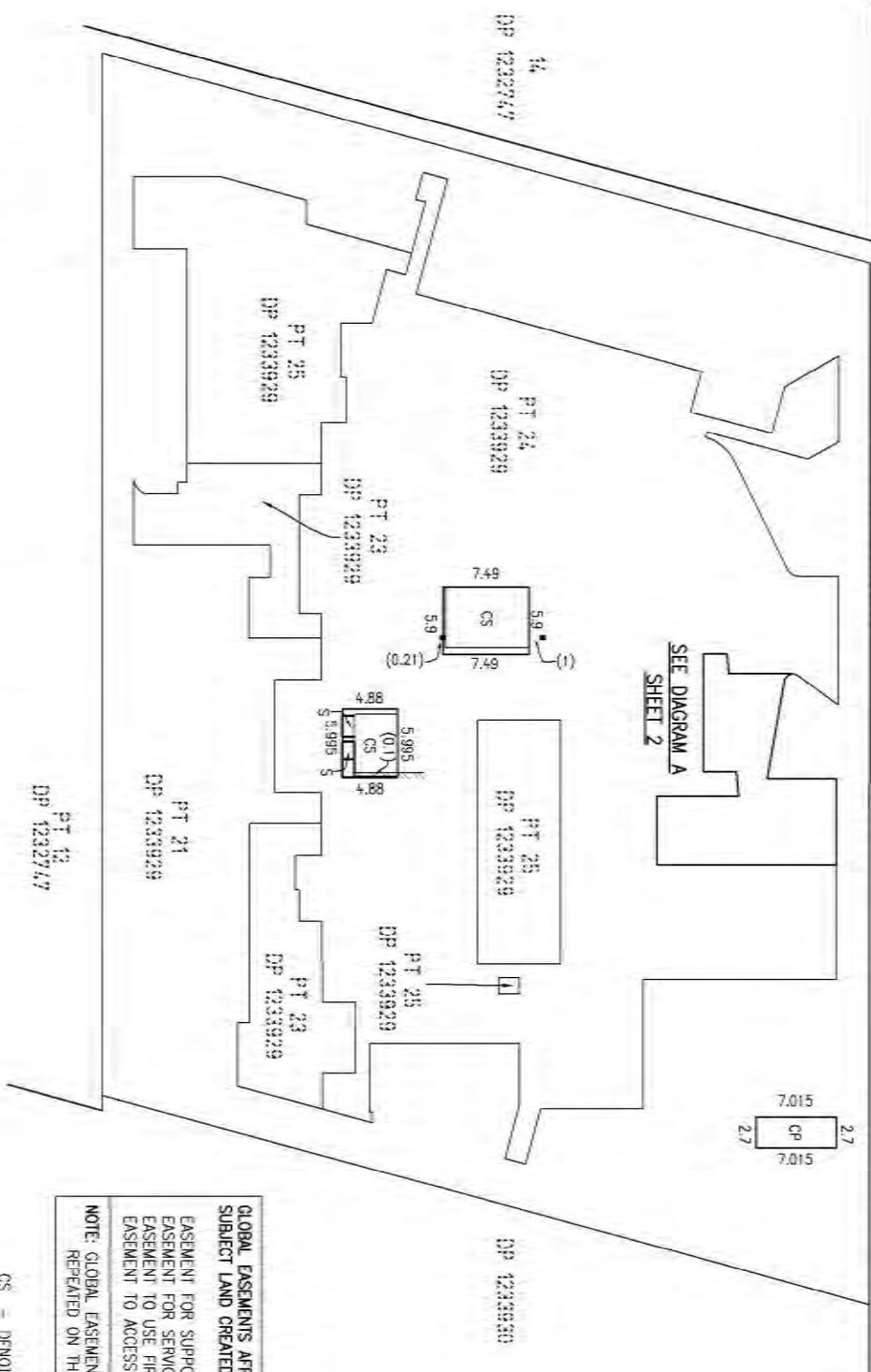
ePlan Sheet No. 1 of 35 Sheets

LOCATION PLAN - GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

HARBOUR STREET

No.83 HARBOUR STREET, 18 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING



GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE
SUBJECT LAND CREATED BY DP 1233929

EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT TO USE FIRE STAIRS AND PASSAGES
EASEMENT TO ACCESS SHARED FACILITIES

NOTE: GLOBAL EASEMENT INFORMATION IS NOT
REPEATED ON THE FOLLOWING SHEETS

CS - DENOTES CAR SPACE
CP - DENOTES COMMON PROPERTY
S - DENOTES STORAGE

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
26/03/2019

SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 2 of 35 Sheets

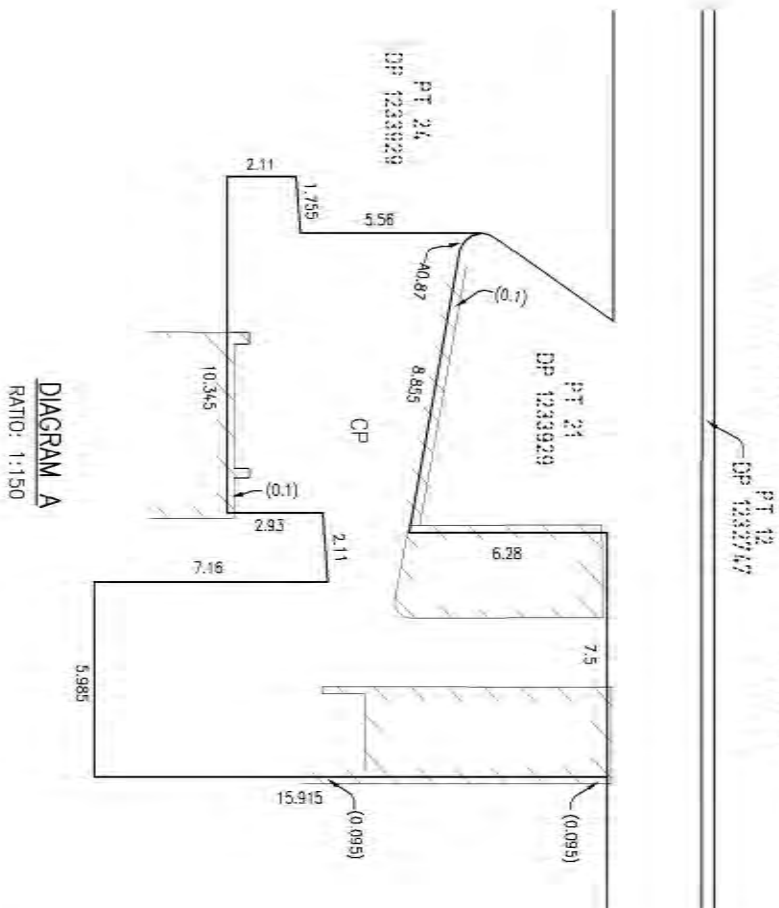


LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

HARBOUR

STREET



CP – DENOTES COMMON PROPERTY

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:150
Lengths are in metres.

REGISTERED

26/03/2019

SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 3 of 35 Sheets

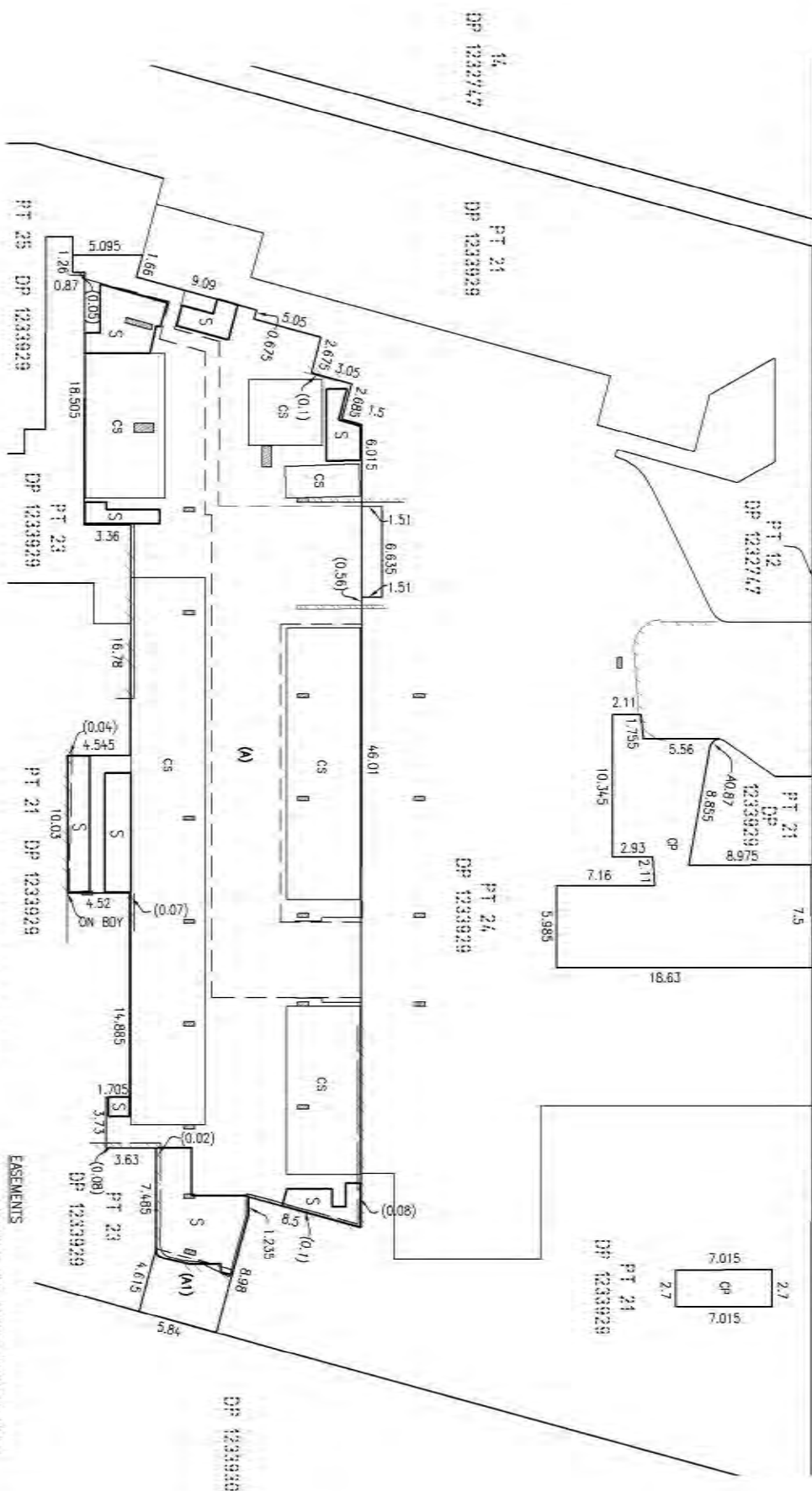
No.83 HARBOUR STREET, 18 LEVEL GLASS AND
 CONCRETE RESIDENTIAL APARTMENT BUILDING

HARBOUR

LOCATION PLAN - MEZZANINE LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
 IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

STREET



CP - DENOTES COMMON PROPERTY
 CS - DENOTES CAR SPACE
 S - DENOTES STORAGE

EASEMENTS
 (A) - EASEMENT FOR ACCESS VARIABLE WIDTH
 (LIMITED IN STRATUM) (DP 1233929)
 (M1) - EASEMENT FOR SUSPENDED AIRWORK AND FURNITURE
 VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1233930)

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:300
 Lengths are in metres.

REGISTERED
 26/03/2019

SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 4 of 35 Sheets

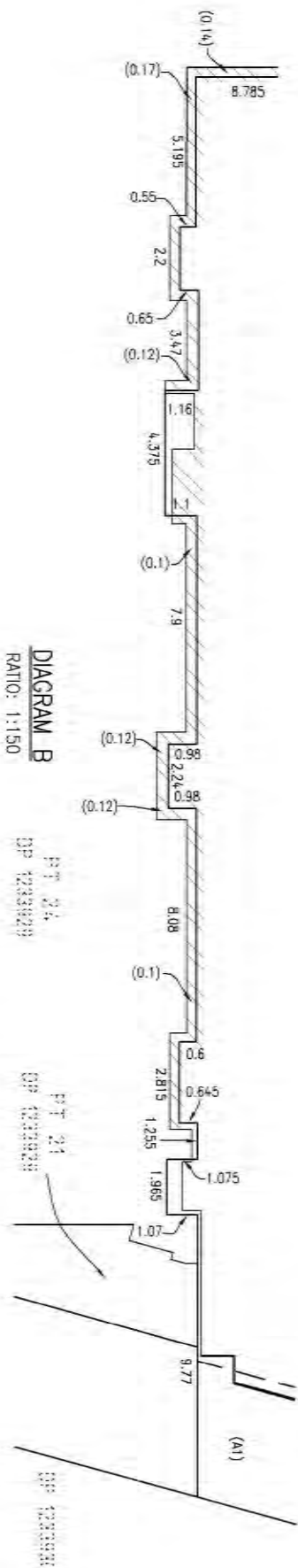
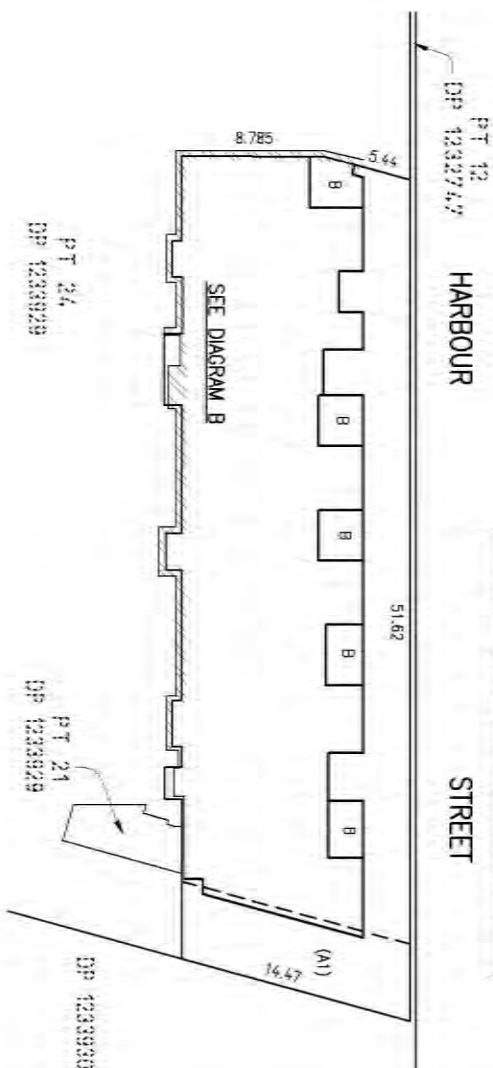
LOCATION PLAN - LEVEL 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

No.83 HARBOUR STREET, 18 LEVEL GLASS AND
CONCRETE RESIDENTIAL APARTMENT BUILDING

EASEMENT

(A1) - EASEMENT FOR SUSPENDED ARTWORK AND FURNITURE VARIABLE WIDTH
(LIMITED IN STRATUM) (DP 1233930)



B - DENOTES BALCONY

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED

26/03/2019

SP98737

LOCATION PLAN - LEVEL 2

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

NO.83 HARBOUR STREET, 18 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING

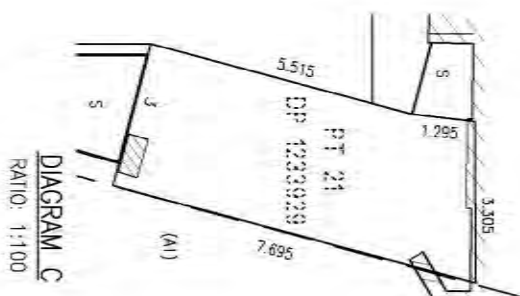


DIAGRAM C
RATIO: 1:100

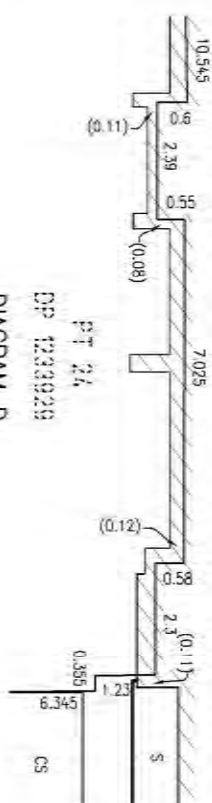
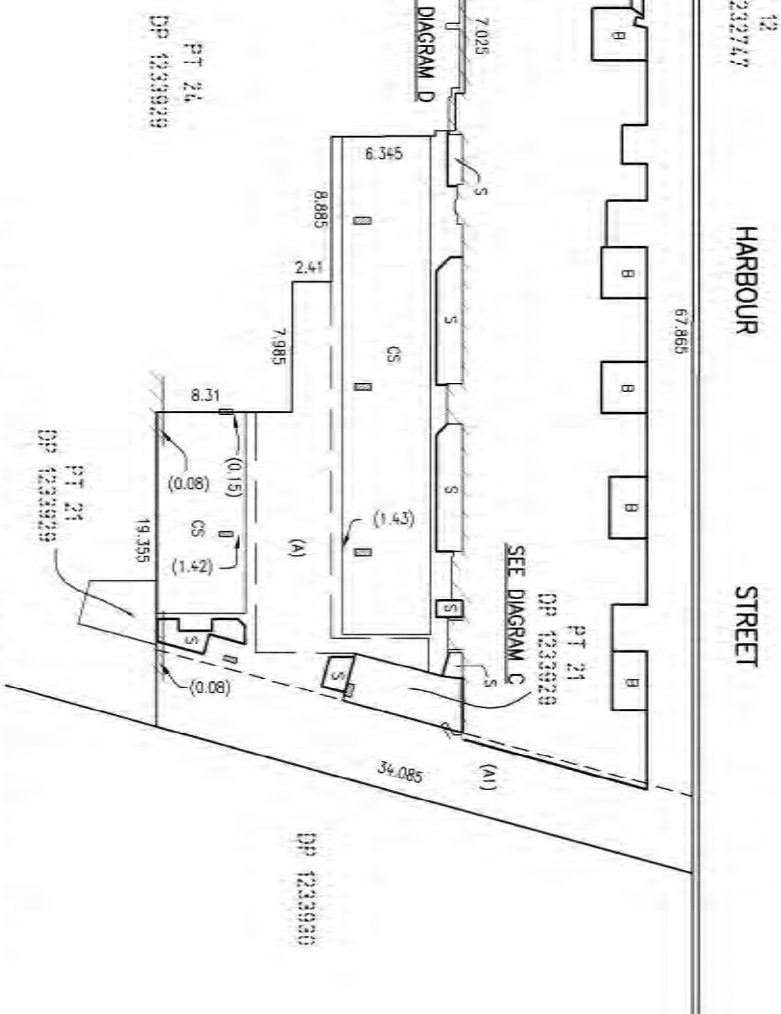


DIAGRAM D
RATIO: 1:100



SEE DIAGRAM D

DP 1232020
SEE DIAGRAM C \

- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CAR SPACE
- B - DENOTES BALCONY
- P - DENOTES PLANTER
- S - DENOTES STORAGE

EASEMENTS

(A) – EASEMENT FOR ACCESS VARIABLE WIDTH
(LIMITED IN STRUTUM) (DP 1233929)

(A1) – EASEMENT FOR SUSPENDED ARTWORK AND
FURNITURE VARIABLE WIDTH (LIMITED IN STRUTUM)
(DP 1233930)

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NE1 SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED

26/03/2019

SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 6 of 35 Sheets

LOCATION PLAN - LEVEL 3

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
 IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

HARBOUR

STREET

No.83 HARBOUR STREET, 18 LEVEL GLASS AND
 CONCRETE RESIDENTIAL APARTMENT BUILDING

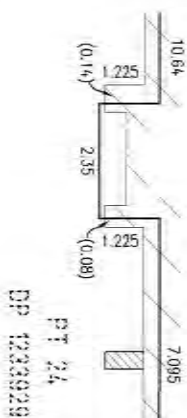
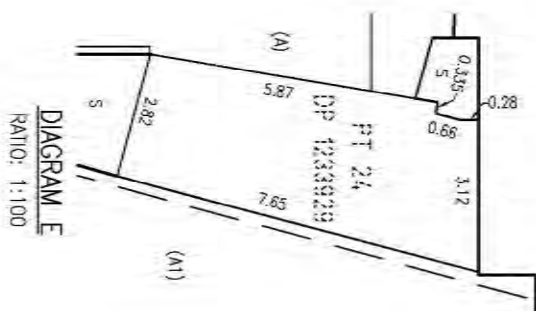
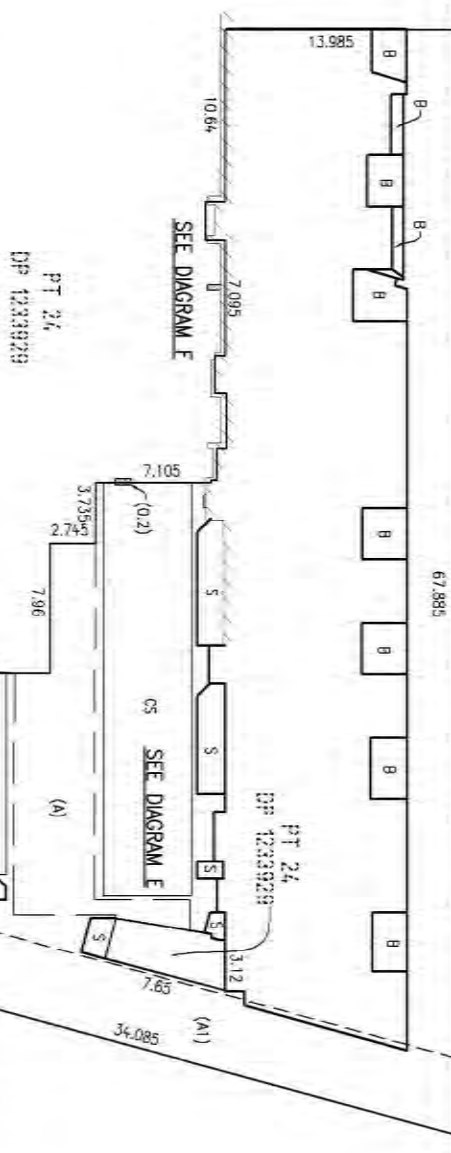


DIAGRAM F
 RATIO: 1:100



CS - DENOTES CAR SPACE
 B - DENOTES BALCONY
 S - DENOTES STORAGE

EASEMENTS
 (A) - EASEMENT FOR ACCESS VARIABLE WIDTH
 (LIMITED IN STRATUM) (DP 1233929)
 (A1) - EASEMENT FOR SUSPENDED ARTWORK AND
 FURNITURE VARIABLE WIDTH (LIMITED IN STRATUM)
 (DP 1233930)

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:300
 Lengths are in metres.

REGISTERED
 26/03/2019

SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 7 of 35 Sheets

LOCATION PLAN - LEVEL 4

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
 IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

No.83 HARBOUR STREET, 18 LEVEL, CLASS AND
 CONCRETE RESIDENTIAL APARTMENT BUILDING

HARBOUR

STREET

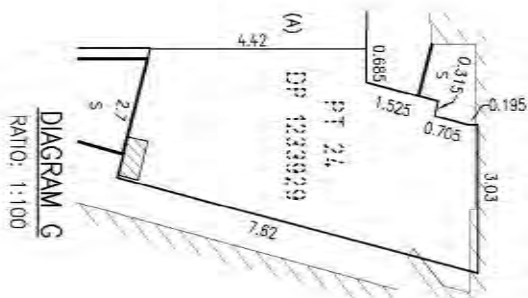


DIAGRAM G
 RATIO: 1:100

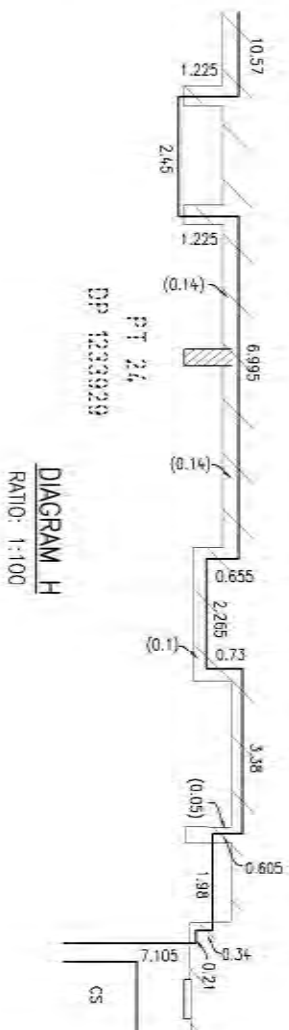
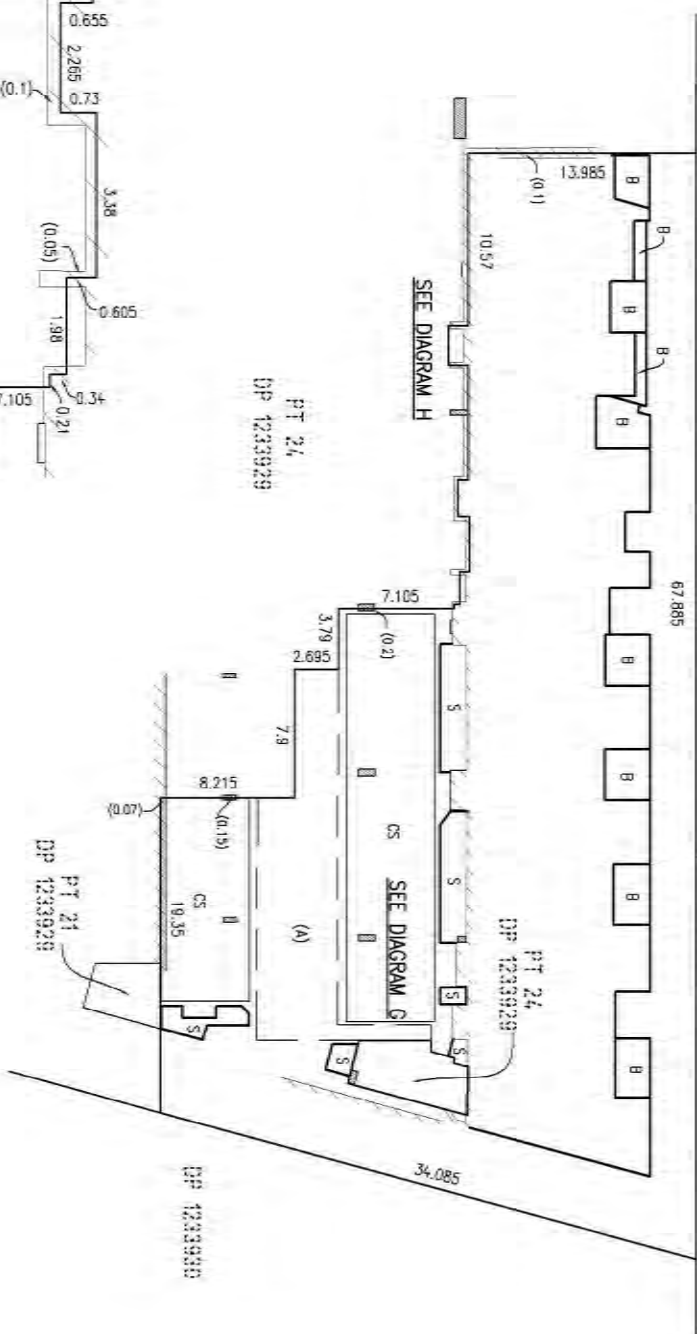


DIAGRAM H
 RATIO: 1:100



CS - DENOTES CAR SPACE
 B - DENOTES BALCONY
 S - DENOTES STORAGE

EASEMENT
 (A) - EASEMENT FOR ACCESS VARIABLE WIDTH
 (LIMITED IN STRATUM) (DP 1233929)

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:300
 Lengths are in metres.

REGISTERED
 26/03/2019

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PLAN FORM 1 (A3)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 8 of 35 Sheets

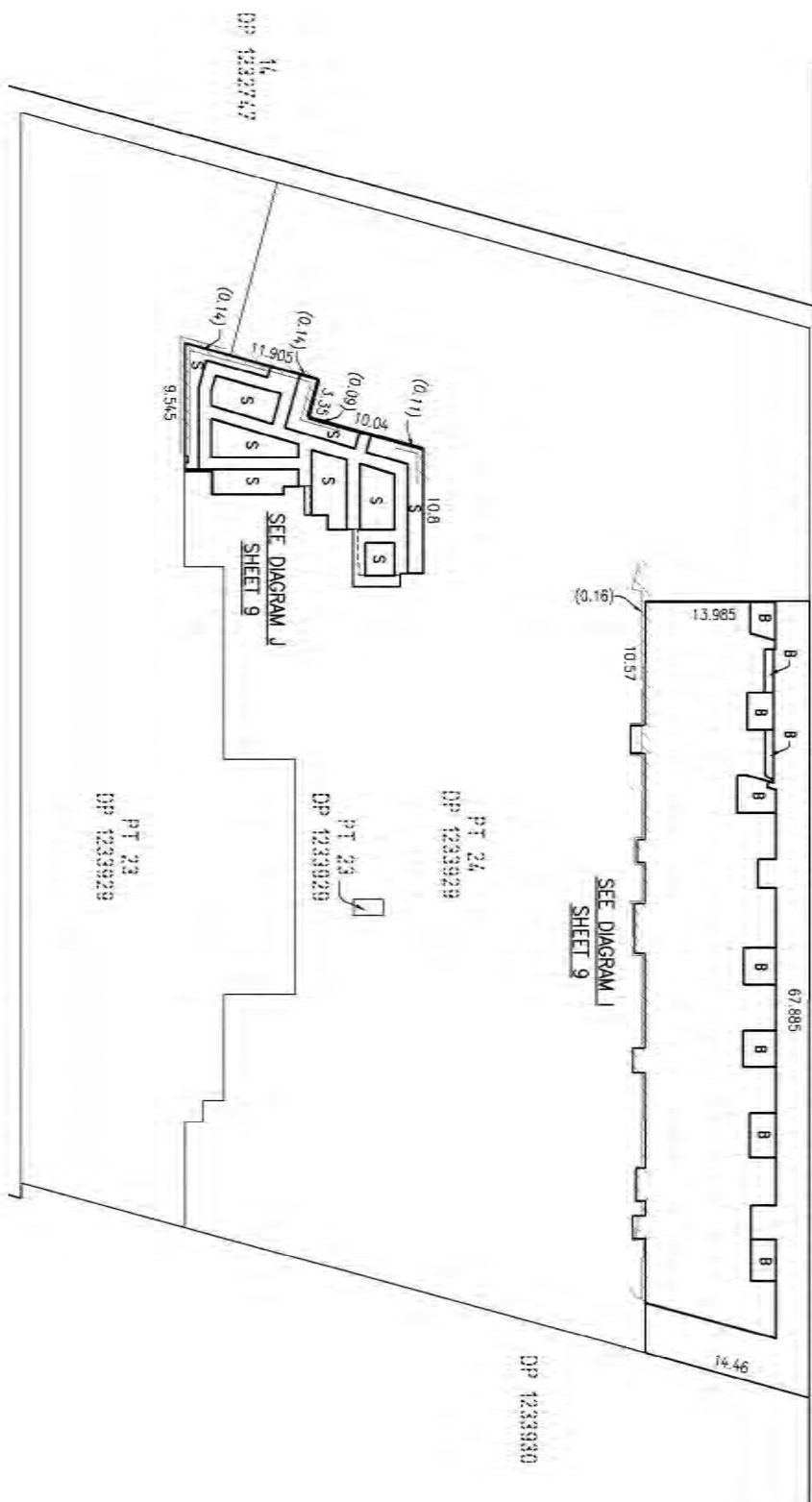
LOCATION PLAN - LEVEL 5

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
 IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

No.83 HARBOUR STREET, 18 LEVEL GLASS AND
 CONCRETE RESIDENTIAL APARTMENT BUILDING

HARBOUR

STREET



B = DENOTES BALCONY
 S = DENOTES STORAGE

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED



26/03/2019

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PLAN FORM 1 (A3)

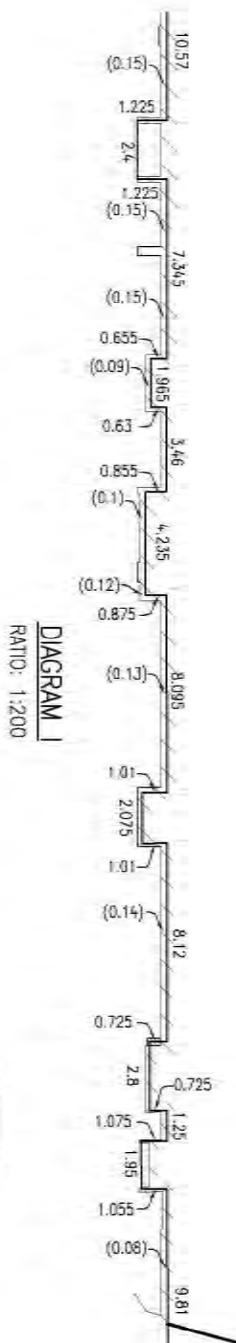
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ePlan Sheet No. 9 of 35 Sheets

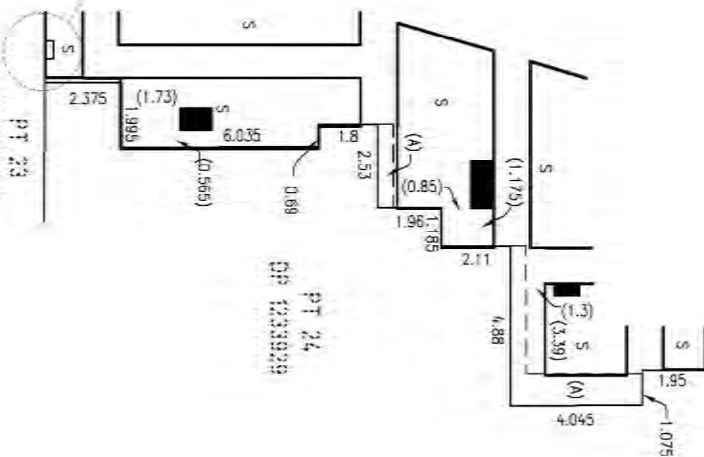
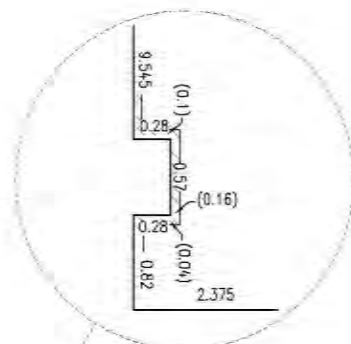
LOCATION PLAN – LEVEL 5 – DIAGRAM

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
 IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

No.83 HARBOUR STREET, 18 LEVEL GLASS AND
 CONCRETE RESIDENTIAL APARTMENT BUILDING



EASEMENT
 (A) – EASEMENT FOR ACCESS VARIABLE WIDTH
 (LIMITED IN STRATUM) (DP 1233929)



S – DENOTES STORAGE

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:AS SHOWN
 Lengths are in metres.

REGISTERED
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PLAN FORM 1 (A3)

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ePlan Sheet No. 10 of 35 Sheets

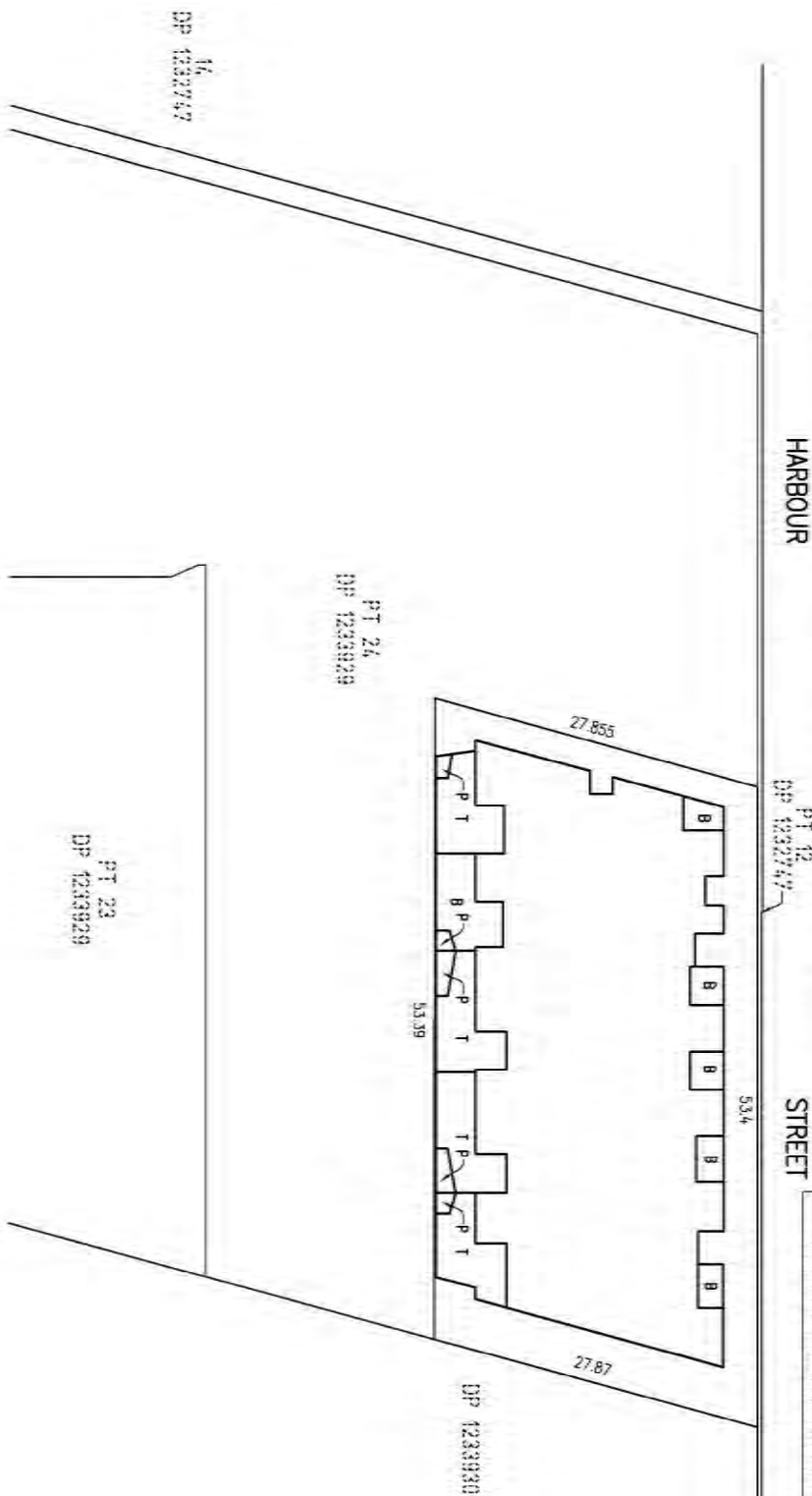
LOCATION PLAN – LEVEL 6 & ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
 IN HEIGHT & DEPTH AS DEFINED IN DP 1233929

HARBOUR

STREET

No.83 HARBOUR STREET, 18 LEVEL GLASS AND
 CONCRETE RESIDENTIAL APARTMENT BUILDING



B - DENOTES BALCONY
 P - DENOTES PLANTER
 T - DENOTES TERRACE

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:400
 Lengths are in metres.

REGISTERED

26/03/2019

SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

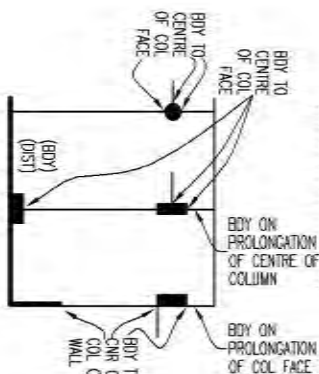
ePlan Sheet No. 11 of 35 Sheets

GROUND LEVEL



TYPICAL KEY

(UNLESS NOTED OTHERWISE)



— DENOTES RIGHT ANGLE
 CP — DENOTES COMMON PROPERTY
 S — DENOTES STORAGE
 SZ — DENOTES SHARED ZONE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

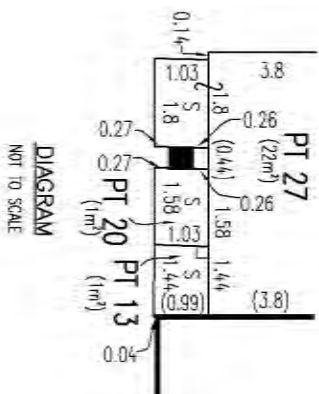
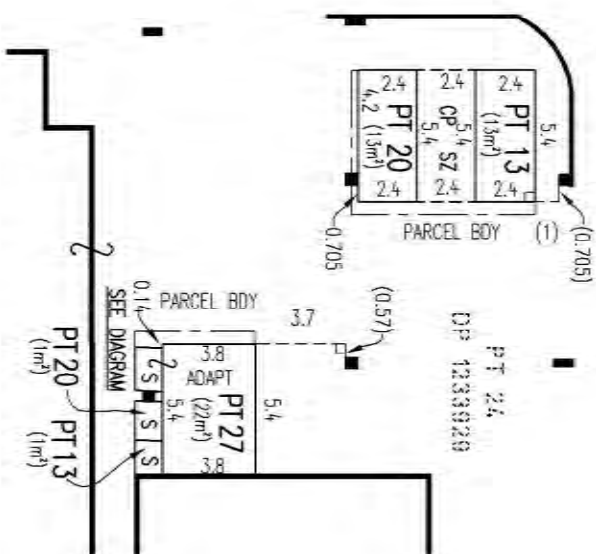


DIAGRAM
 NOT TO SCALE

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:200
 Lengths are in metres.



REGISTERED
 26/03/2019

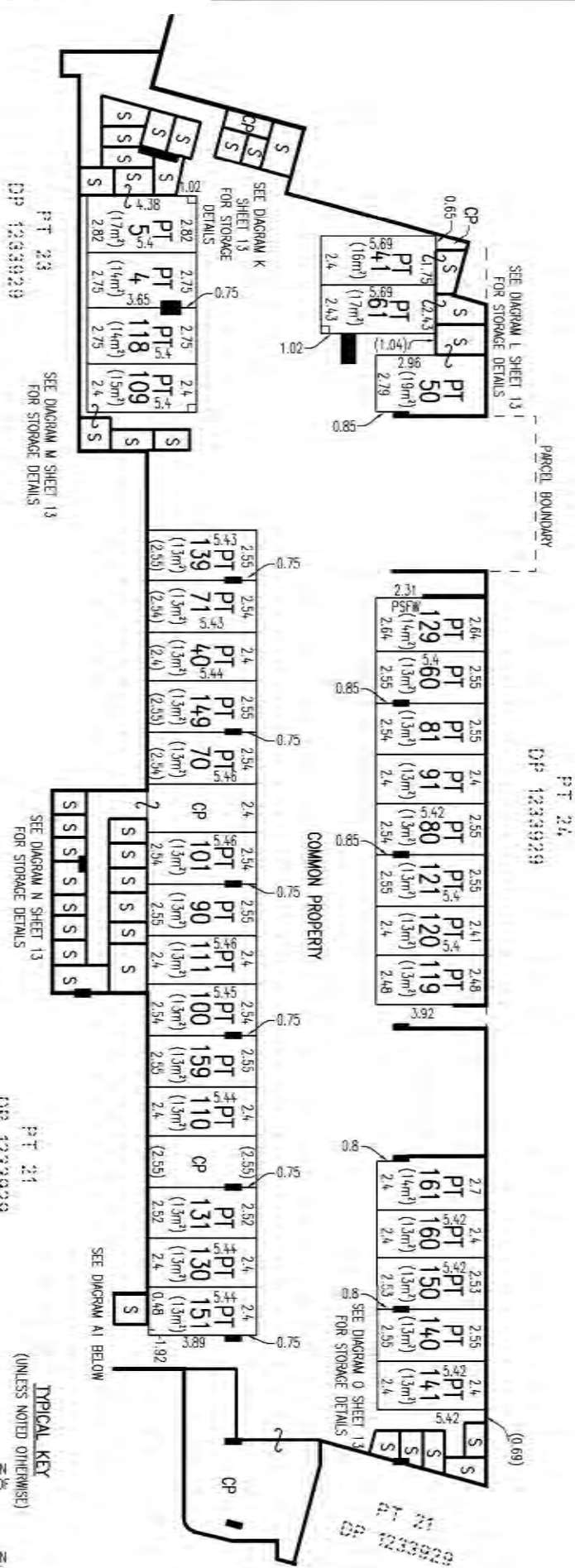
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 12 of 35 Sheets

MEZZANINE LEVEL



TYPICAL KEY
(UNLESS NOTED OTHERWISE)

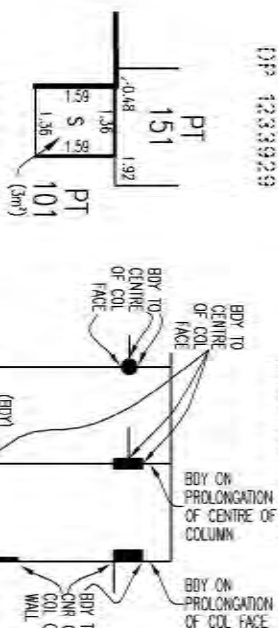


DIAGRAM A1
SCALE 1:100

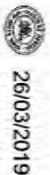
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

□ DENOTES RIGHT ANGLE
 CP DENOTES COMMON PROPERTY
 S DENOTES STORAGE
 PSFW DENOTES PROLONGATION OF THE SOUTH FACE OF WALL

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

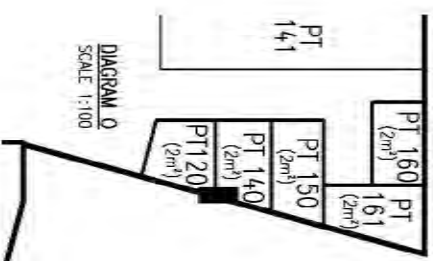
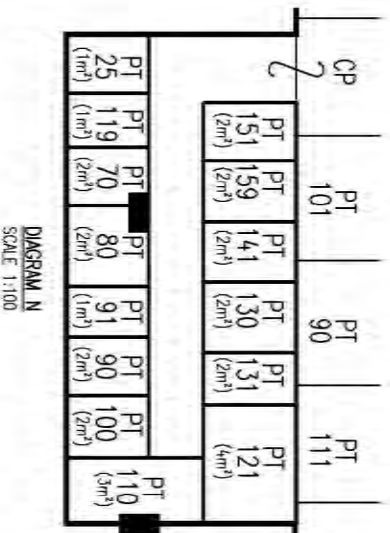
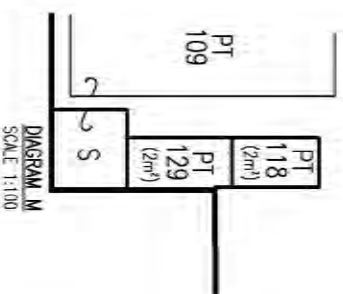
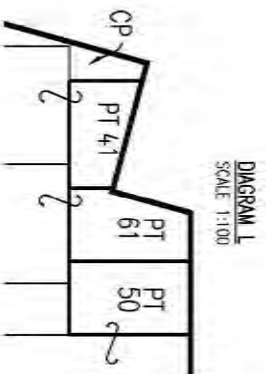
PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:200
 Lengths are in metres.



SP98737

MEZZANINE LEVEL – STORAGE LOT DIAGRAMS



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NE1 SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:100
Lengths are in metres



REGISTERED
26/03/2019

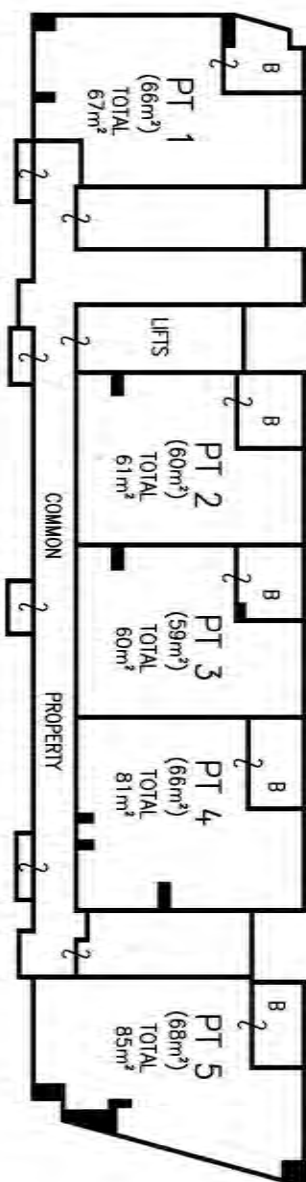
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 14 of 35 Sheets

LEVEL 1



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY, FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

ALL LOUVRES AND SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.
THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NE1 SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres.



REGISTERED
26/03/2019

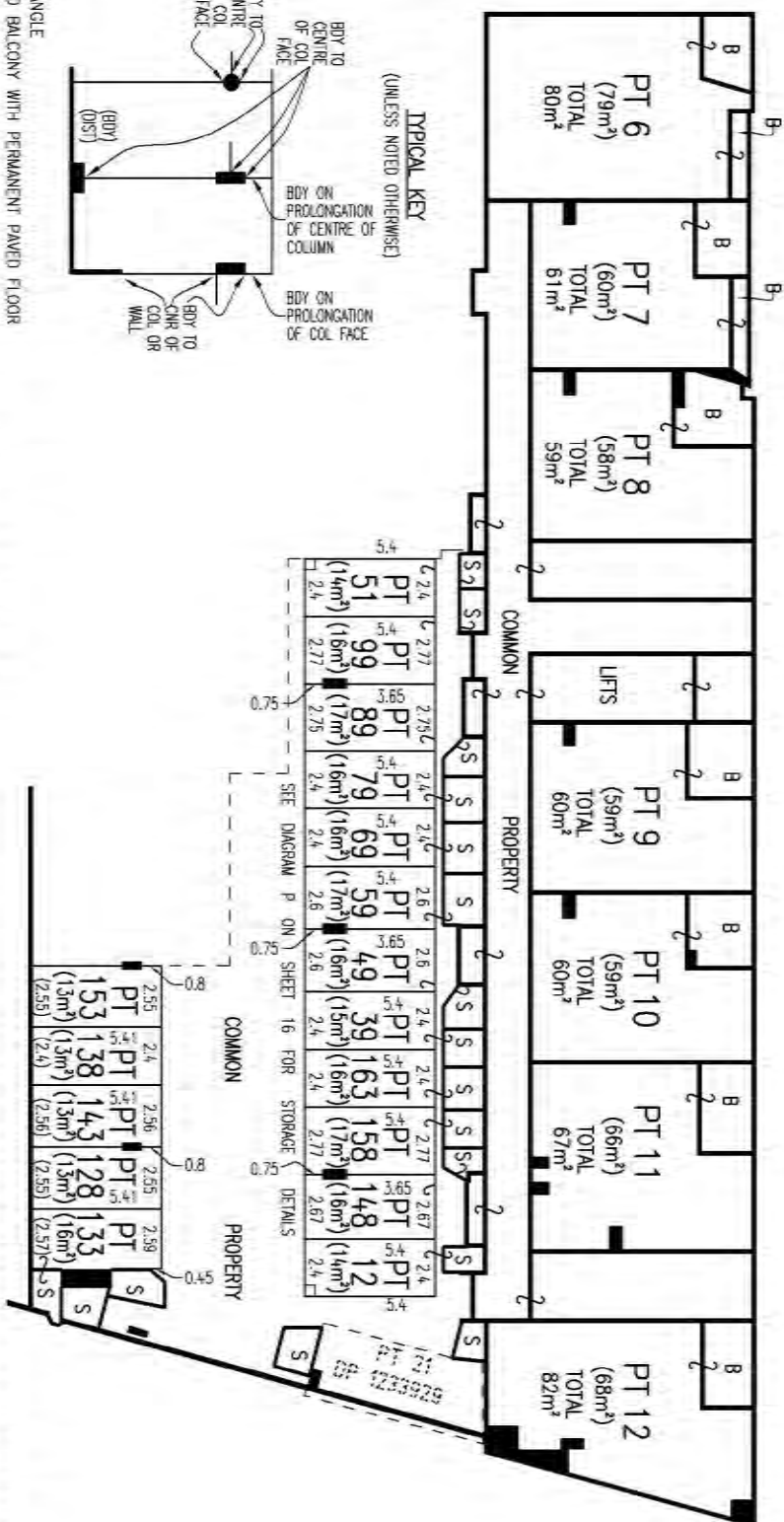
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 15 of 35 Sheets

LEVEL 2



LEGEND:
 B - DENOTES RIGHT ANGLE
 S - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR
 AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

--- DENOTES PARCEL BOUNDARY

ALL LOUVERES AND SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.
 THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

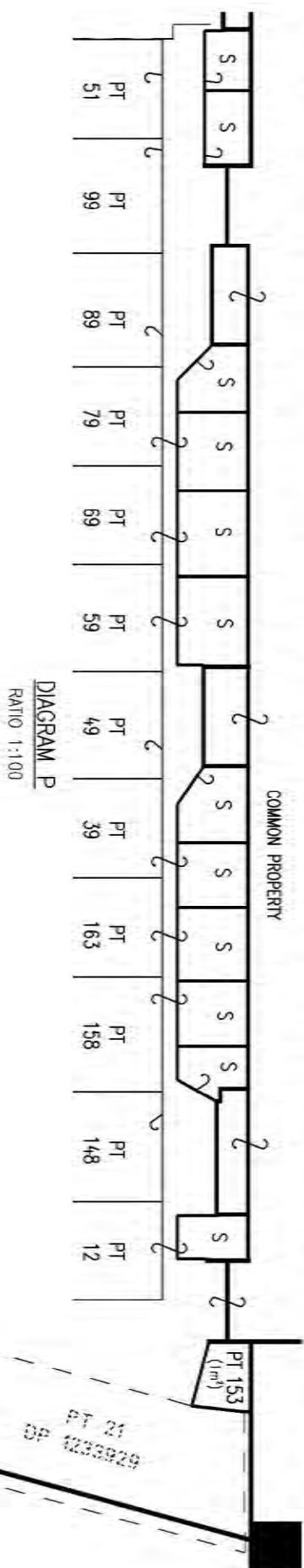
PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:200
 Lengths are in metres.

REGISTERED
 26/03/2019

SP98737

LEVEL 2 – STORAGE LOT DIAGRAM



S - DENOTES STORAGE

— — — DENOTES PARCEL BOUNDARY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NE1 SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:100
 Lengths are in metres

REGISTERED



26/03/2019

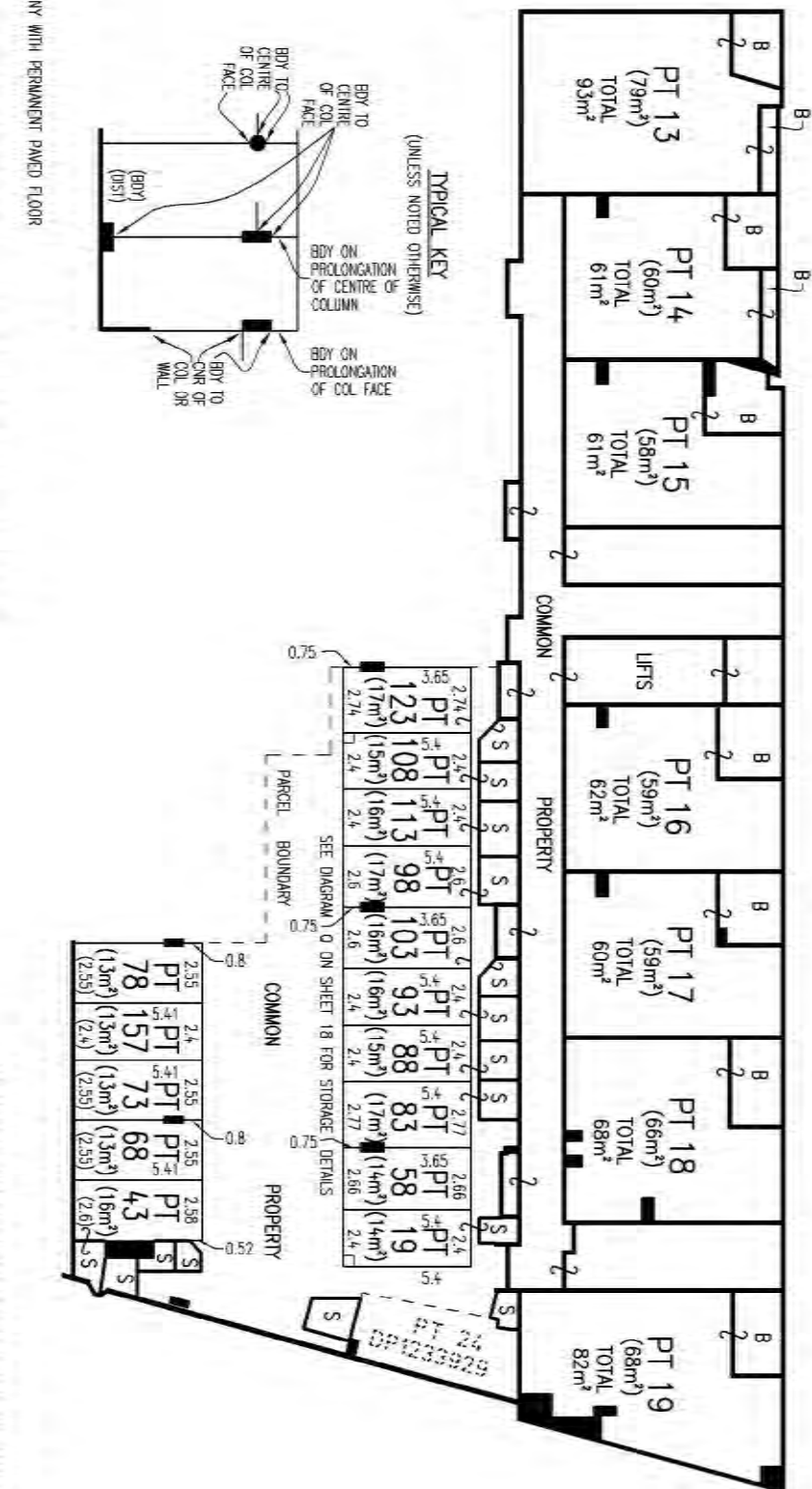
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PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 17 of 35 Sheets

LEVEL 3



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

ALL LOUVERES AND SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.
 THE STRUTS OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

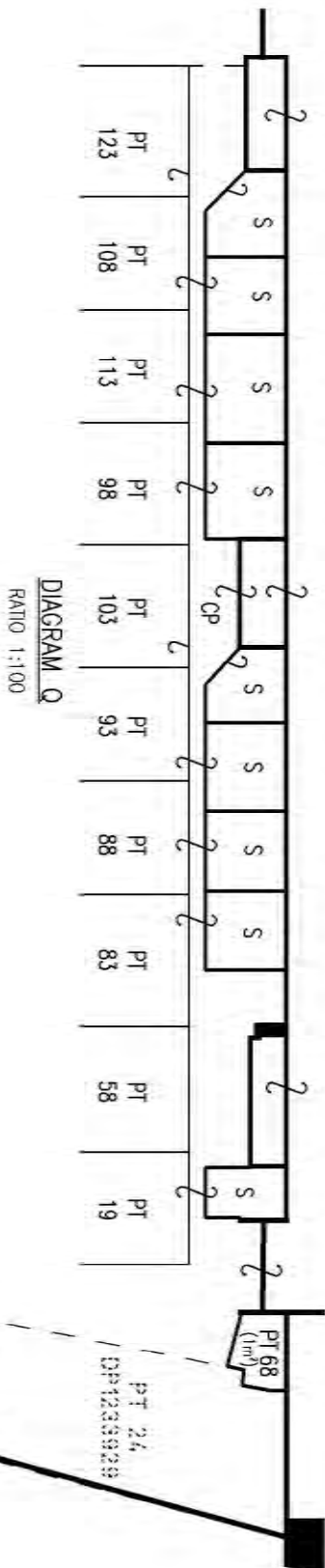
PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:200
 Lengths are in metres

REGISTERED
 26/03/2019

SP98737

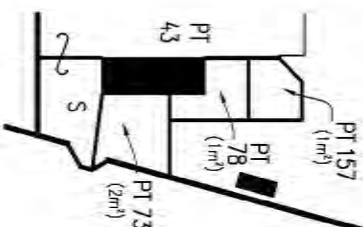
LEVEL 3 – STORAGE LOT DIAGRAM



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP - DENOTES COMMON PROPERTY
 S - DENOTES STORAGE

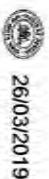
— — — — — DENOTES PARCEL BOUNDARY



SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NE1 SP-AR

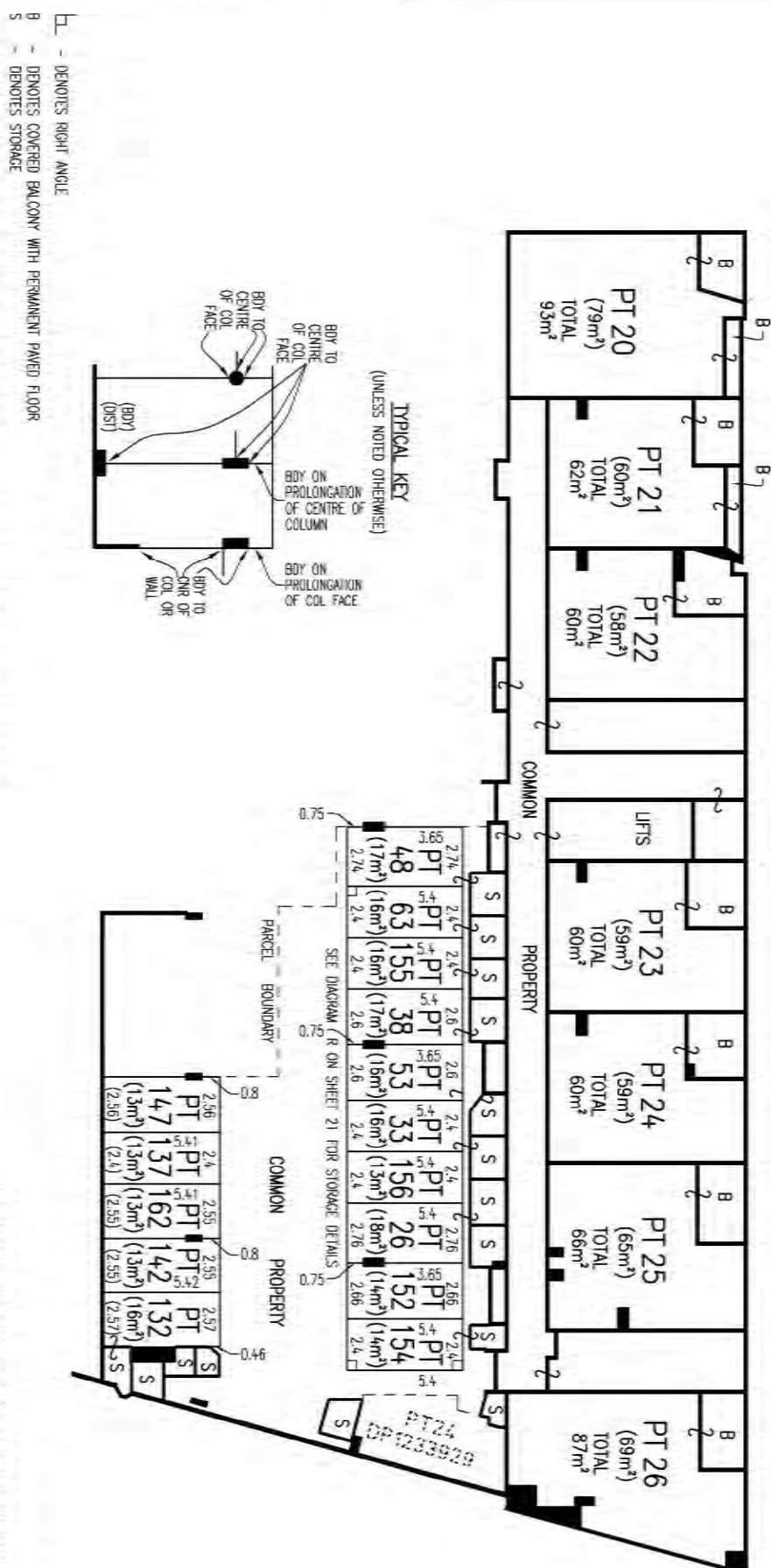
PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:100
 Lengths are in metres



SP98737

LEVEL 4



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

ALL LOUVRES AND SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

THE STRUT OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR ADAM RICHARDSON
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NET SP-AR
PLAN OF SUBDIVISION OF LOT 22 IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
26/03/2019

SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 20 of 35 Sheets

LEVEL 4 – STORAGE LOT DIAGRAM

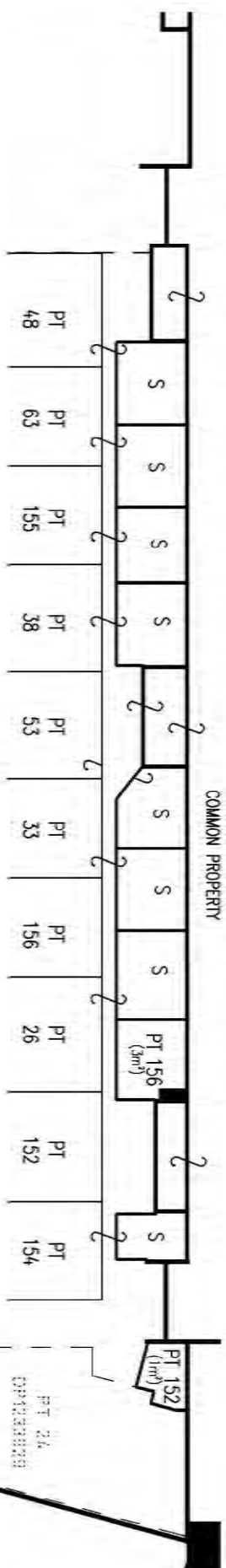


DIAGRAM R
RATIO 1:100

S - DENOTES STORAGE

— — — — — DENOTES PARCEL BOUNDARY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

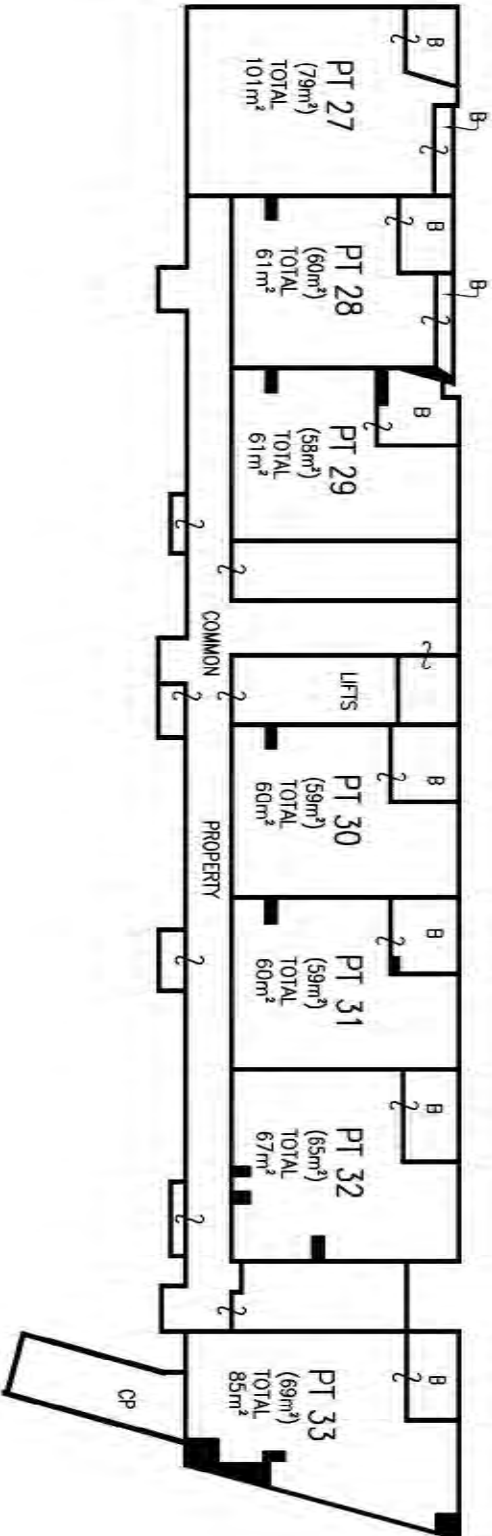
LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:100
 Lengths are in metres



REGISTERED
 26/03/2019

SP98737

LEVEL 5



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR
 CP - DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

ALL LOUVRES AND SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.
 THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:200
 Lengths are in metres



REGISTERED
 26/03/2019

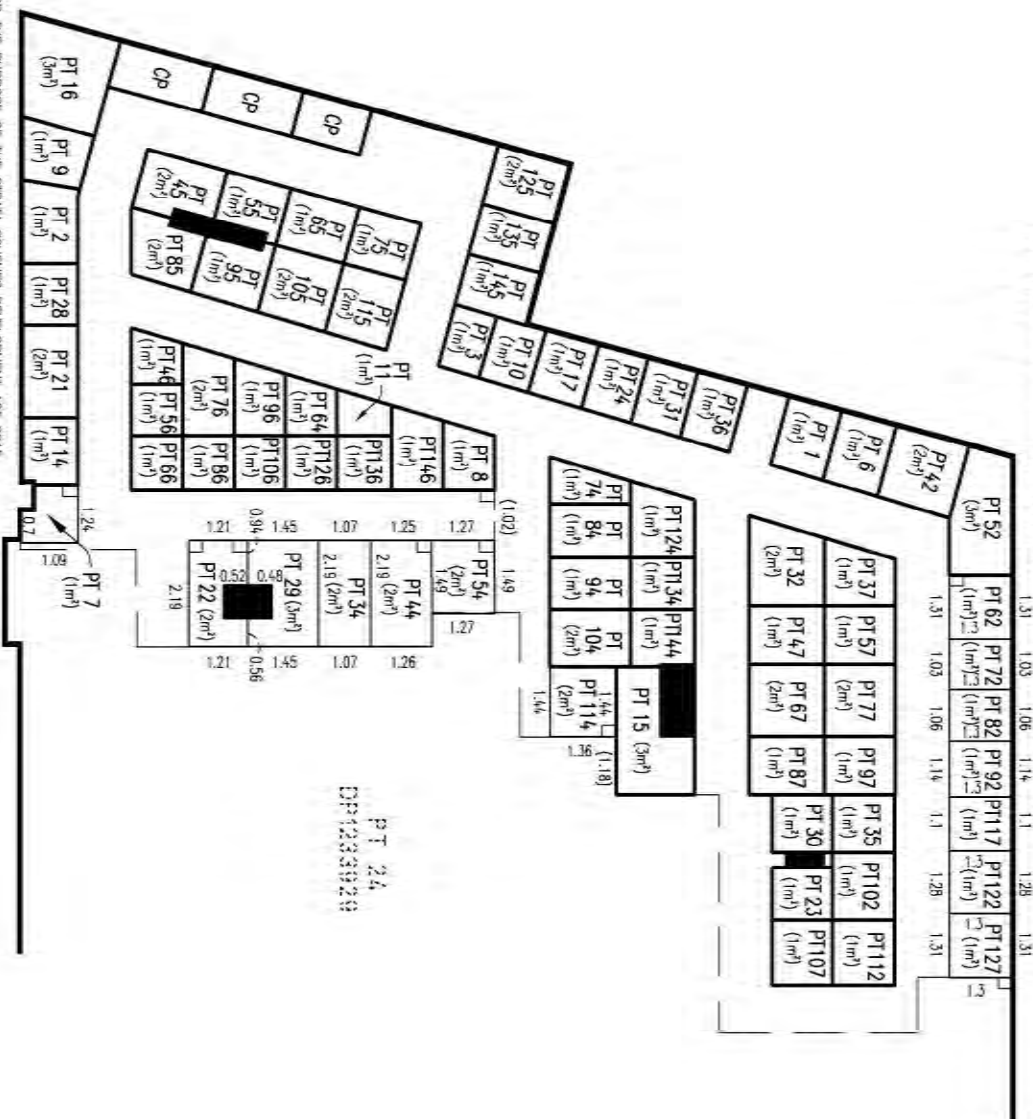
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 22 of 35 Sheets

LEVEL 5 - STORAGE LOT DIAGRAM



SURVEYOR
 Name: ADAM RICHARDSON
 Date: 13/12/2018
 Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
 IN DP 1233929

LGA: SYDNEY
 Locality: HAYMARKET
 Reduction Ratio: 1:100
 Lengths are in metres

REGISTERED
 26/03/2019

SP98737

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 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

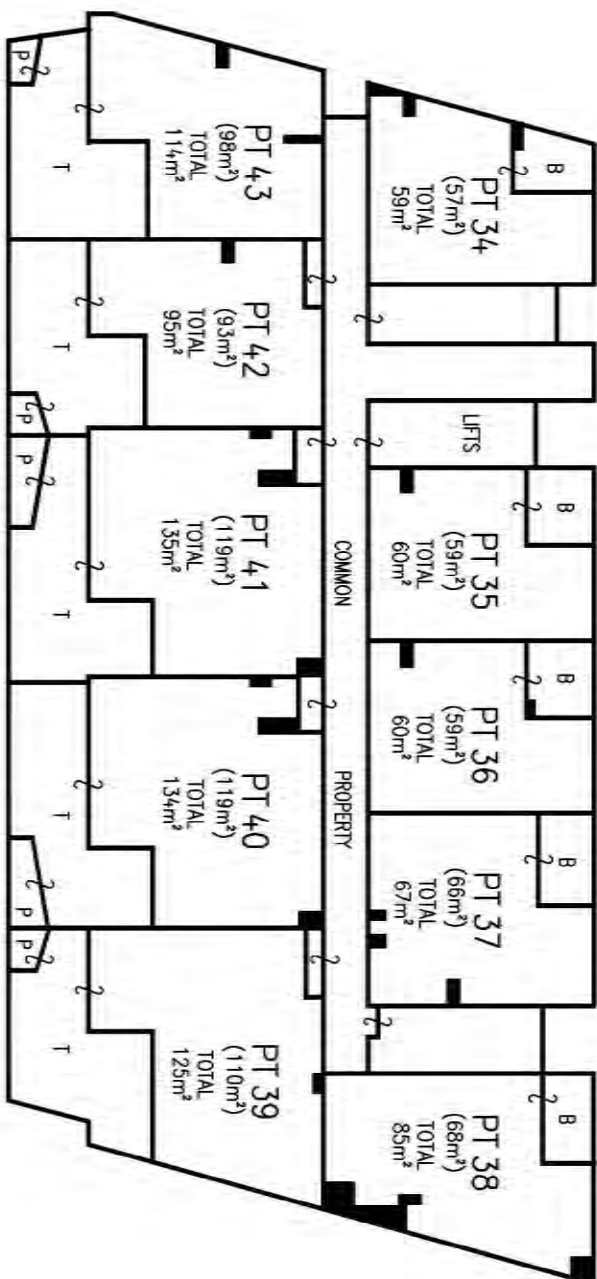
--- DENOTES PARCEL BOUNDARY
 --- DENOTES RIGHT ANGLE
 CP - DENOTES COMMON PROPERTY

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 23 of 35 Sheets

LEVEL 6



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR
P - DENOTES PLANTER
T - DENOTES TERRACE

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY, FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THOSE PARTS OF TERRACES & PLANTERS NOT COVERED BY LEVEL 7 ARE LIMITED IN STRATUM TO 2.8 METERS ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS.

ALL LOUVRES AND SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NE1 SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
26/03/2019

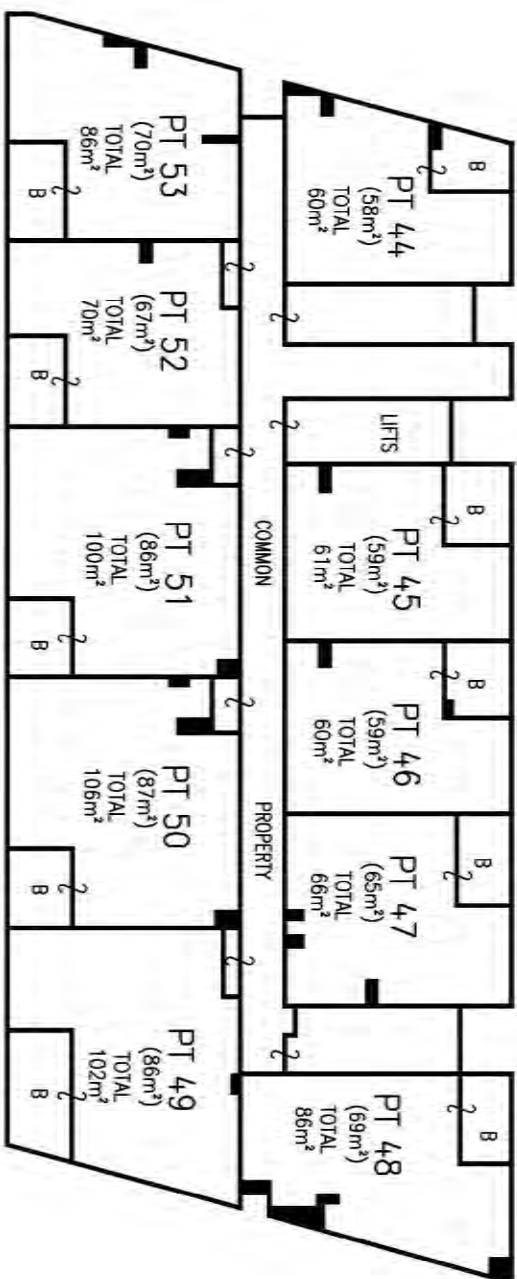
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 24. of 35 Sheets

LEVEL 7



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
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THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NE1 SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED
26/03/2019

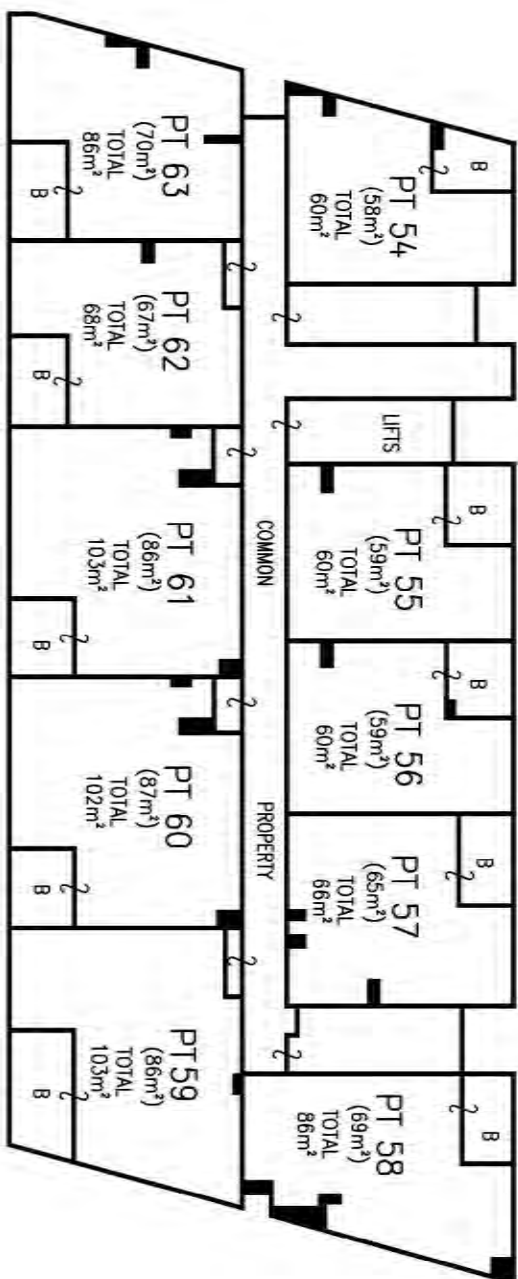
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 25 of 35 Sheets

LEVEL 8



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

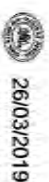
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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres



REGISTERED

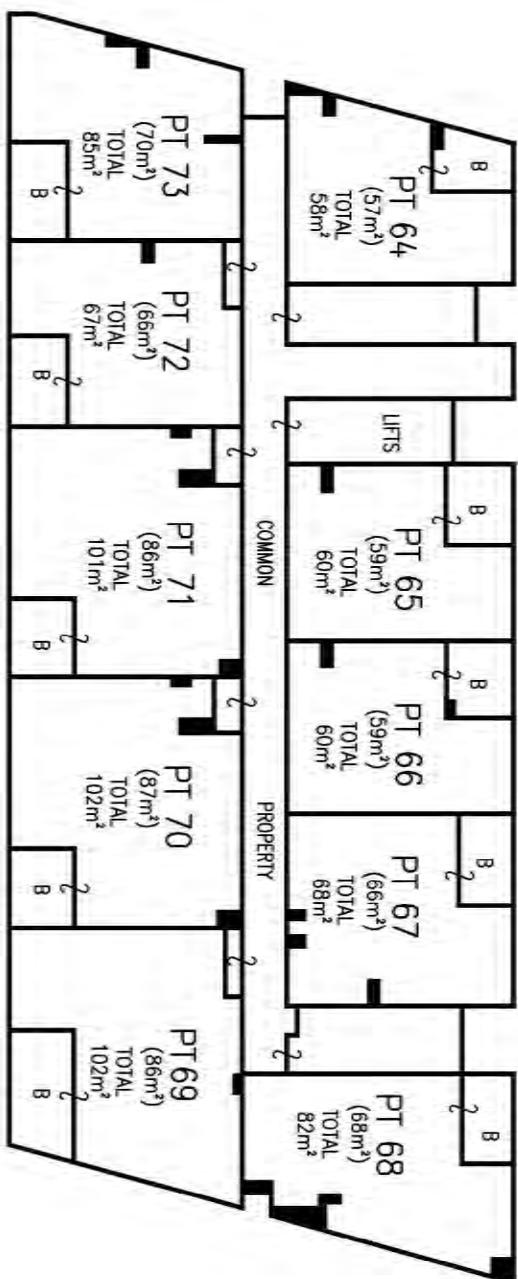
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 26 of 35 Sheets

LEVEL 9



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019

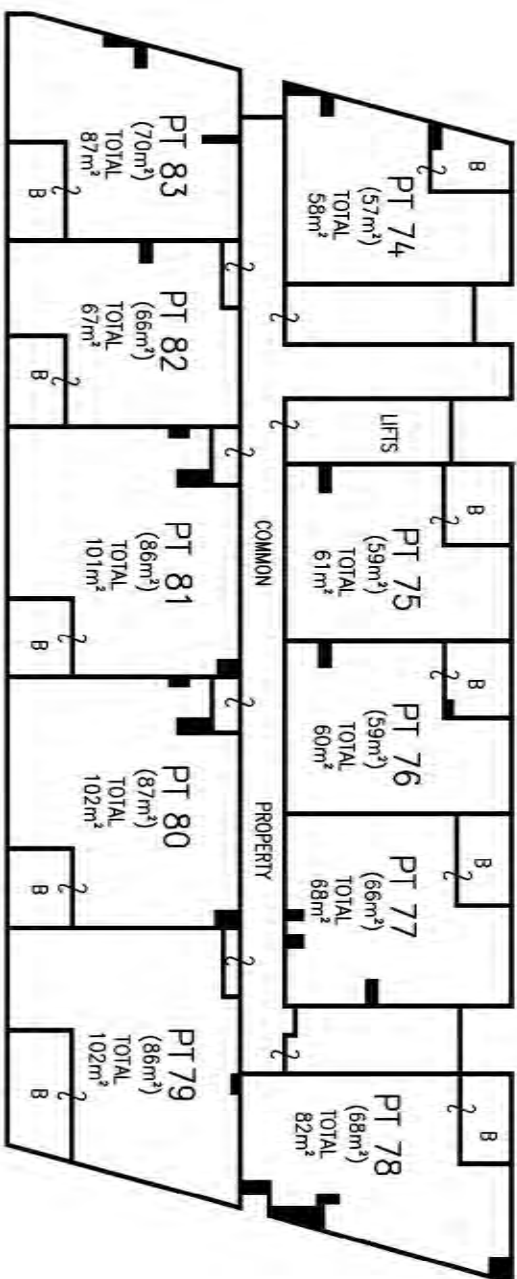
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 27 of 35 Sheets

LEVEL 10



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

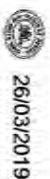
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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres



REGISTERED

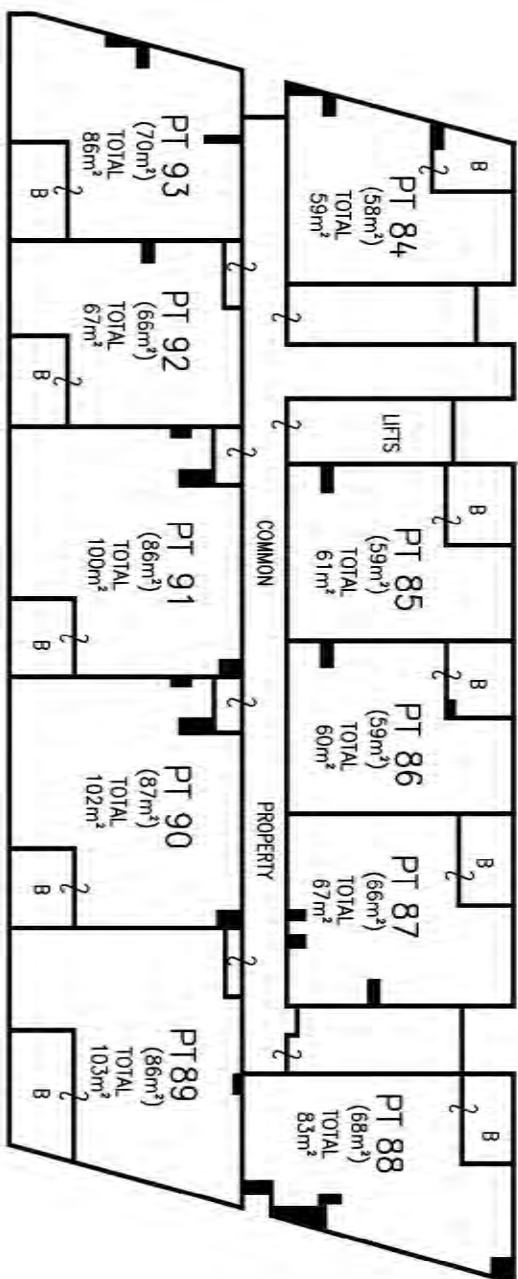
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 28 of 35 Sheets

LEVEL 11



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019

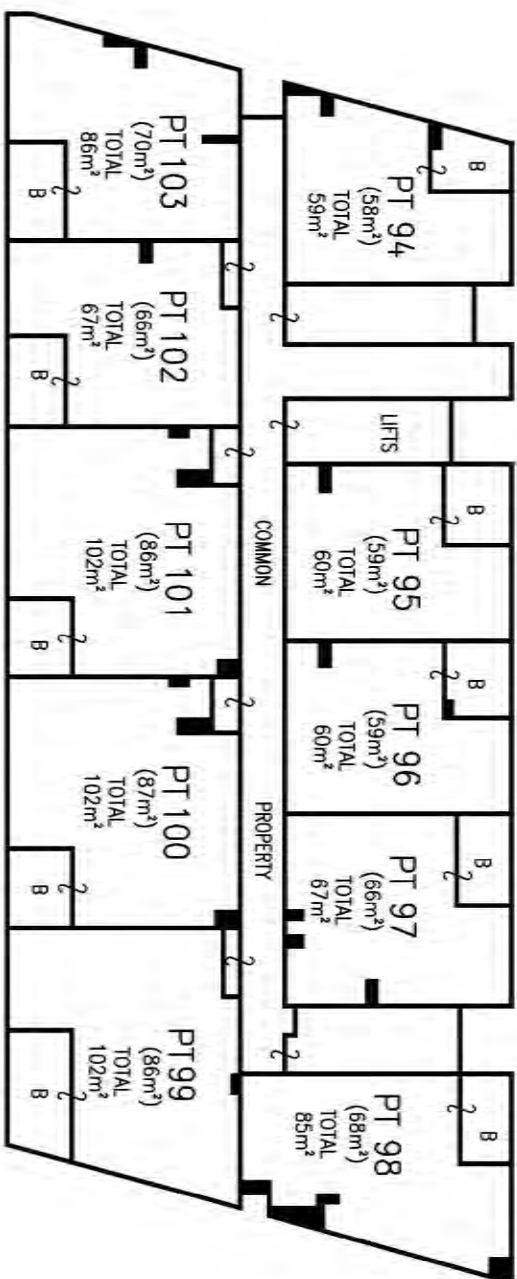
SP98737

PLAN FORM 1 (A3)

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 29 of 35 Sheets

LEVEL 12



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

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THE STRATUM OF THE BALCONIES EXTENDS FROM THE UPPER SURFACE OF THE PAVERS.

SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019

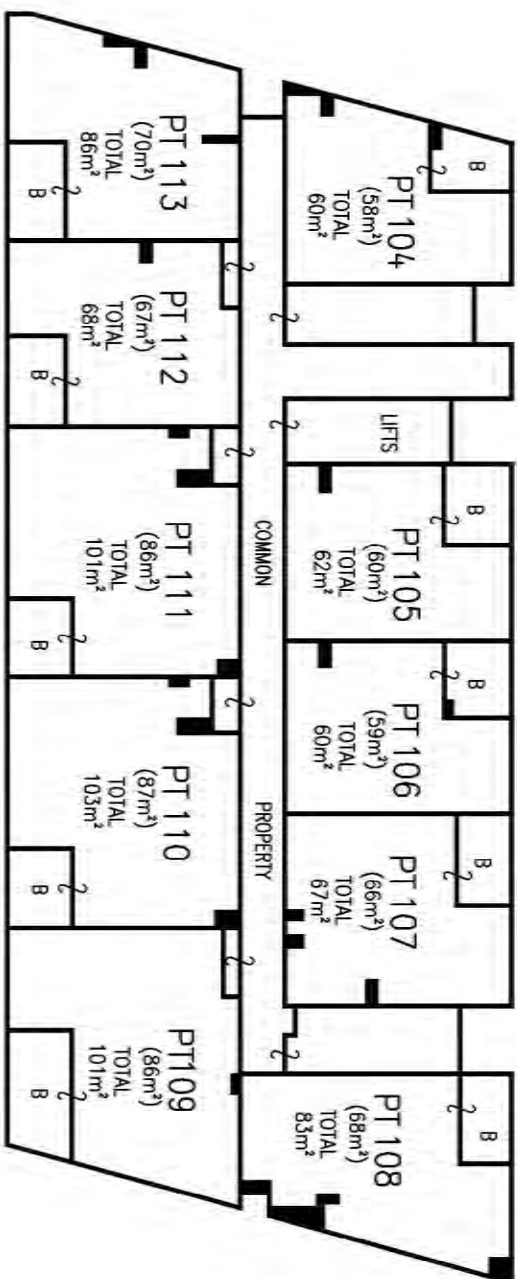
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 30 of 35 Sheets

LEVEL 13



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019

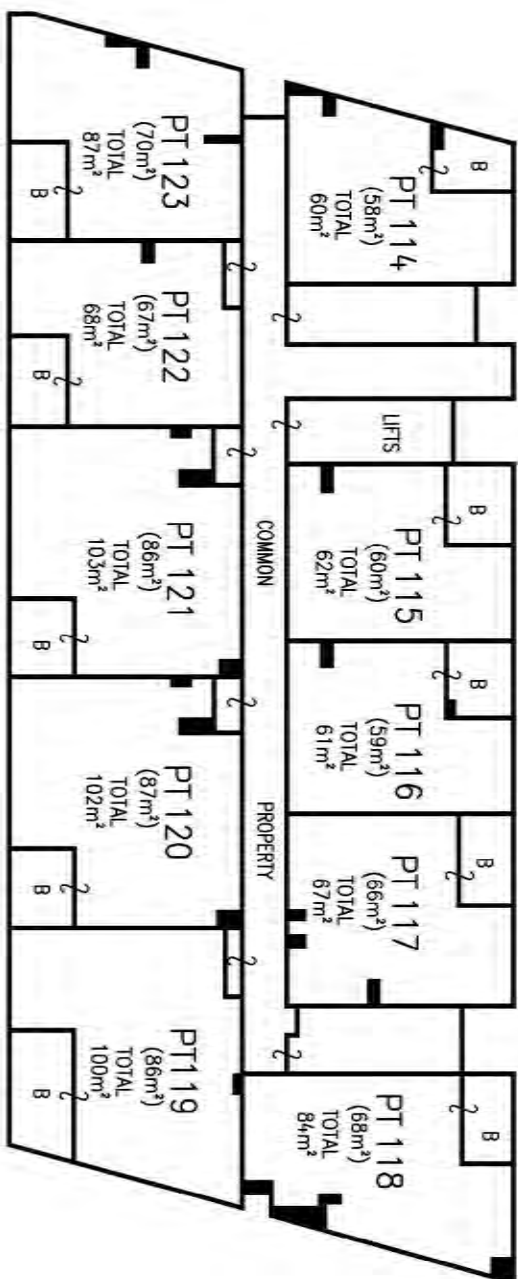
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 31 of 35 Sheets

LEVEL 14



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019

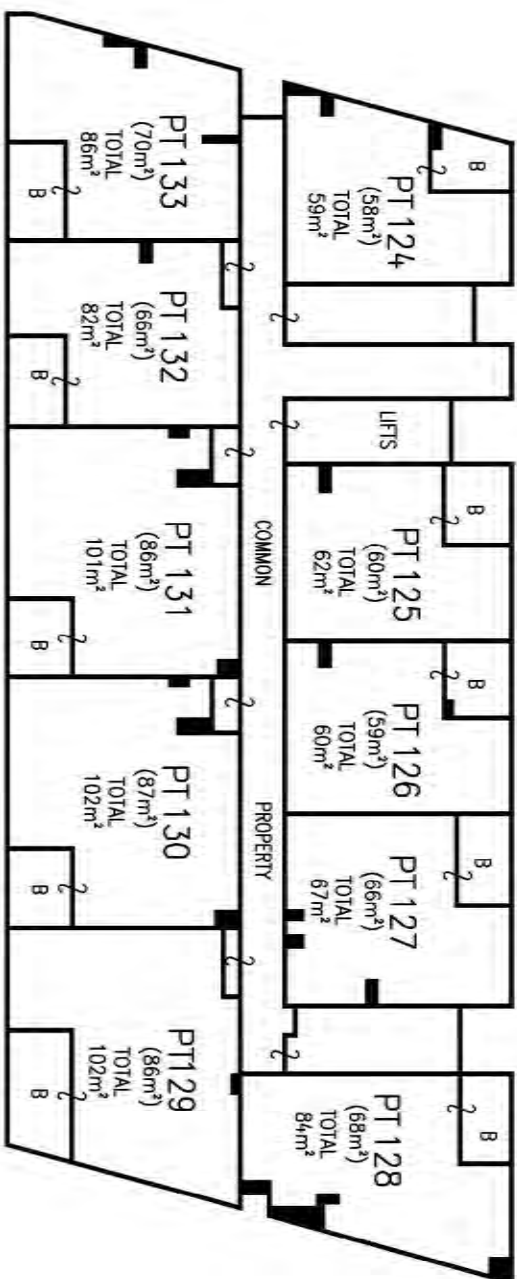
SP98737

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 32 of 35 Sheets

LEVEL 15



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

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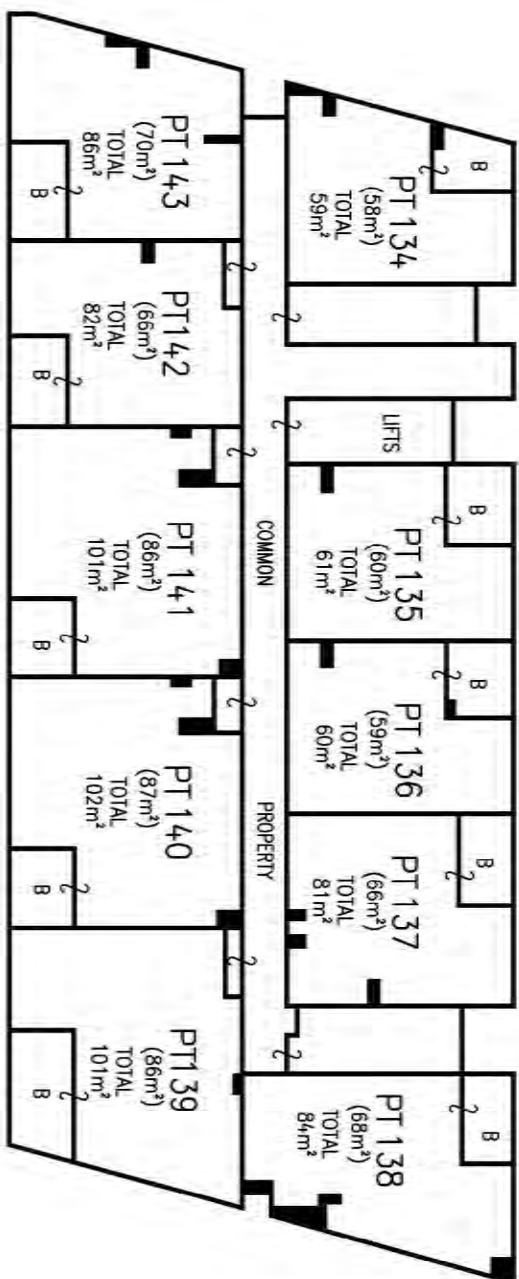
SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019

SP98737

LEVEL 16

B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR

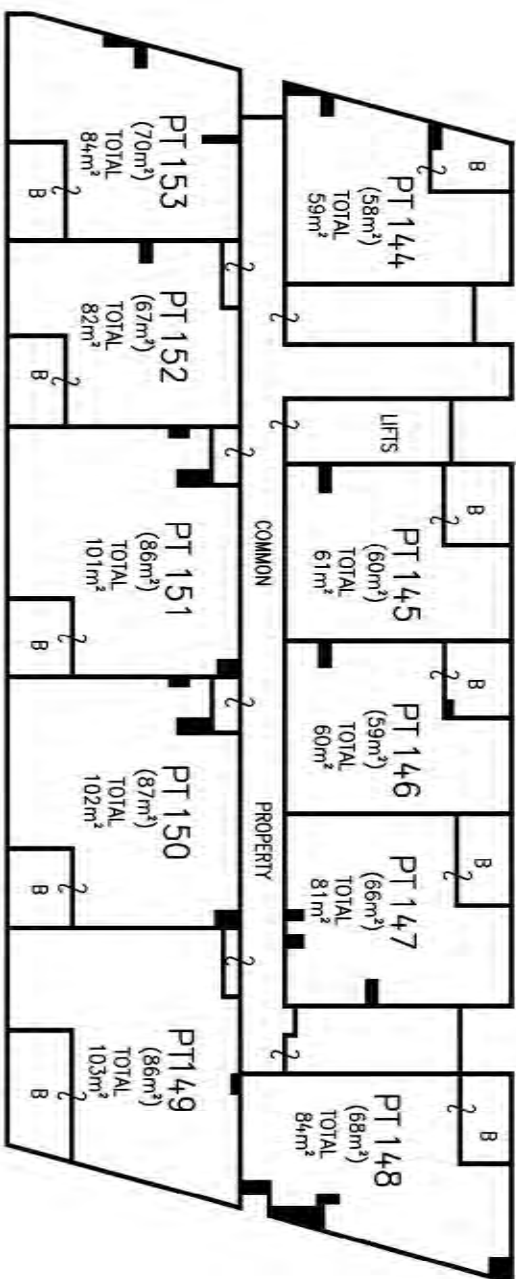
PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019

SP98737

LEVEL 17



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

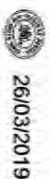
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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NE1 SP-AR

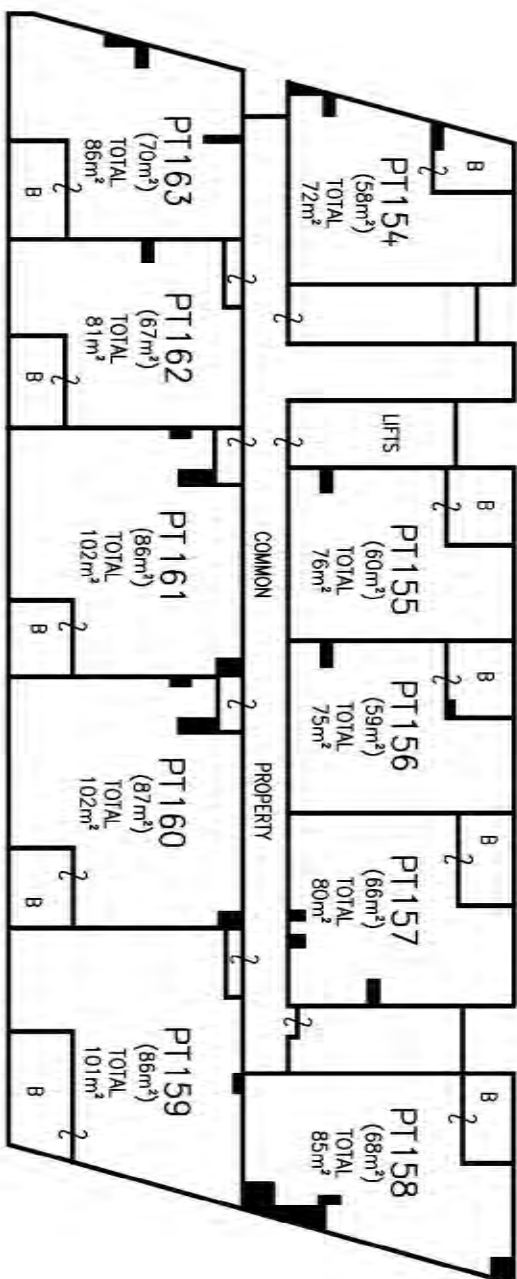
PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres.



SP98737

LEVEL 18



B - DENOTES COVERED BALCONY WITH PERMANENT PAVED FLOOR

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THOSE PARTS OF BALCONIES NOT COVERED BY A ROOF ARE LIMITED IN STRATUM TO 2.8 METERS ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE PAVED FLOORS.

ALL LOUVRES AND SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

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SURVEYOR
Name: ADAM RICHARDSON
Date: 13/12/2018
Reference: 141109 NEI SP-AR


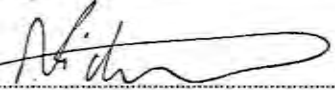
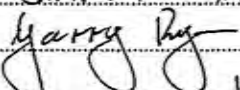
PLAN OF SUBDIVISION OF LOT 22
IN DP 1233929

LGA: SYDNEY
Locality: HAYMARKET
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
26/03/2019


SP98737

ePlan

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 10 sheet(s)	
Office Use Only		Office Use Only		Office Use Only	
Registered:  26/03/2019		SP98737			
PLAN OF SUBDIVISION OF LOT 22 IN DP 1233929		LGA: SYDNEY Locality: HAYMARKET Parish: ST ANDREW County: CUMBERLAND			
This is a *FREEHOLD /*LEASEHOLD Strata Scheme					
Address for Service of Documents No. 83 HARBOUR STREET HAYMARKET NSW 2000 Provide an Australian address including a postcode		The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with: — Keeping of animals: Option *A*B — Smoke penetration: Option *A*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan			
Surveyor's Certificate I, <u>ADAM RICHARDSON</u> of <u>Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by A Signature:  Date: <u>13.12.2018</u> Surveyor ID: <u>8747</u> Surveyor's Reference: <u>141109 NE1 SP-AR</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, <u>GARRY RYAN</u> being an Accredited Certifier, accreditation number <u>BPB0565</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2016. Certificate Reference: <u>54/2018</u> Relevant Planning Approval No. <u>CDC 22/2018</u> Issued by: <u>GARRY RYAN</u> Signature:  Date: <u>14/12/2018</u> ^ Insert lot numbers of proposed utility lots.			

* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 10 sheet(s)
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<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  26/03/2019</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="text-align: center; font-size: large; font-weight: bold;">SP98737</p>
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Valuer's Certificate


I, Dane Van Emden being a qualified valuer, as defined in the *Strata Scheme Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date: 11-12-2018


SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	463	25	530	49	737	73	636	97	546
2	415	26	612	50	764	74	475	98	683
3	415	27	601	51	764	75	475	99	792
4	573	28	431	52	524	76	470	100	819
5	601	29	431	53	614	77	535	101	819
6	519	30	440	54	464	78	661	102	579
7	415	31	440	55	464	79	770	103	669
8	415	32	535	56	459	80	797	104	491
9	423	33	617	57	524	81	797	105	491
10	423	34	453	58	639	82	557	106	486
11	491	35	448	59	748	83	647	107	551
12	595	36	448	60	775	84	480	108	693
13	590	37	541	61	775	85	480	109	803
14	420	38	622	62	535	86	475	110	830
15	420	39	846	63	625	87	541	111	830
16	429	40	874	64	470	88	672	112	590
17	429	41	874	65	470	89	781	113	680
18	524	42	573	66	464	90	808	114	497
19	606	43	696	67	530	91	808	115	497
20	595	44	459	68	650	92	568	116	491
21	426	45	459	69	759	93	658	117	557
22	426	46	453	70	786	94	486	118	704
23	434	47	519	71	786	95	486	119	814
24	434	48	628	72	546	96	480	120	841

Surveyors Reference: 141109 NE1 SP-AR

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 10 sheet(s)																																																																																																																
Office Use Only		Office Use Only																																																																																																																
Registered:  26/03/2019		SP98737																																																																																																																
Valuer's Certificate I, being a qualified valuer, as defined in the <i>Strata Scheme Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i> Signature: Date:																																																																																																																		
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="8">SCHEDULE OF UNIT ENTITLEMENT</th> </tr> <tr> <th>LOT NO</th><th>UE</th><th>LOT NO</th><th>UE</th><th>LOT NO</th><th>UE</th><th>LOT NO</th><th>UE</th></tr> </thead> <tbody> <tr><td>121</td><td>841</td><td>132</td><td>655</td><td>143</td><td>713</td><td>154</td><td>601</td></tr> <tr><td>122</td><td>601</td><td>133</td><td>702</td><td>144</td><td>513</td><td>155</td><td>601</td></tr> <tr><td>123</td><td>691</td><td>134</td><td>508</td><td>145</td><td>513</td><td>156</td><td>595</td></tr> <tr><td>124</td><td>502</td><td>135</td><td>508</td><td>146</td><td>508</td><td>157</td><td>666</td></tr> <tr><td>125</td><td>502</td><td>136</td><td>502</td><td>147</td><td>661</td><td>158</td><td>748</td></tr> <tr><td>126</td><td>497</td><td>137</td><td>655</td><td>148</td><td>737</td><td>159</td><td>857</td></tr> <tr><td>127</td><td>562</td><td>138</td><td>726</td><td>149</td><td>846</td><td>160</td><td>885</td></tr> <tr><td>128</td><td>715</td><td>139</td><td>835</td><td>150</td><td>874</td><td>161</td><td>885</td></tr> <tr><td>129</td><td>824</td><td>140</td><td>863</td><td>151</td><td>874</td><td>162</td><td>688</td></tr> <tr><td>130</td><td>852</td><td>141</td><td>863</td><td>152</td><td>677</td><td>163</td><td>734</td></tr> <tr><td>131</td><td>852</td><td>142</td><td>666</td><td>153</td><td>723</td><td></td><td></td></tr> <tr> <td colspan="6" style="text-align: center;">AGGREGATE</td> <td colspan="2" style="text-align: center;">100000</td> </tr> </tbody> </table>			SCHEDULE OF UNIT ENTITLEMENT								LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	121	841	132	655	143	713	154	601	122	601	133	702	144	513	155	601	123	691	134	508	145	513	156	595	124	502	135	508	146	508	157	666	125	502	136	502	147	661	158	748	126	497	137	655	148	737	159	857	127	562	138	726	149	846	160	885	128	715	139	835	150	874	161	885	129	824	140	863	151	874	162	688	130	852	141	863	152	677	163	734	131	852	142	666	153	723			AGGREGATE						100000	
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 10 sheet(s)
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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
COMMON PROPERTY		83	HARBOUR	STREET	HAYMARKET
1	105	83	HARBOUR	STREET	HAYMARKET
2	101	83	HARBOUR	STREET	HAYMARKET
3	102	83	HARBOUR	STREET	HAYMARKET
4	103	83	HARBOUR	STREET	HAYMARKET
5	104	83	HARBOUR	STREET	HAYMARKET
6	205	83	HARBOUR	STREET	HAYMARKET
7	206	83	HARBOUR	STREET	HAYMARKET
8	207	83	HARBOUR	STREET	HAYMARKET
9	201	83	HARBOUR	STREET	HAYMARKET
10	202	83	HARBOUR	STREET	HAYMARKET
11	203	83	HARBOUR	STREET	HAYMARKET
12	204	83	HARBOUR	STREET	HAYMARKET
13	305	83	HARBOUR	STREET	HAYMARKET
14	306	83	HARBOUR	STREET	HAYMARKET
15	307	83	HARBOUR	STREET	HAYMARKET
16	301	83	HARBOUR	STREET	HAYMARKET
17	302	83	HARBOUR	STREET	HAYMARKET
18	303	83	HARBOUR	STREET	HAYMARKET
19	304	83	HARBOUR	STREET	HAYMARKET
20	405	83	HARBOUR	STREET	HAYMARKET
21	406	83	HARBOUR	STREET	HAYMARKET
22	407	83	HARBOUR	STREET	HAYMARKET
23	401	83	HARBOUR	STREET	HAYMARKET
24	402	83	HARBOUR	STREET	HAYMARKET
25	403	83	HARBOUR	STREET	HAYMARKET
26	404	83	HARBOUR	STREET	HAYMARKET
27	505	83	HARBOUR	STREET	HAYMARKET
28	506	83	HARBOUR	STREET	HAYMARKET
29	507	83	HARBOUR	STREET	HAYMARKET
30	501	83	HARBOUR	STREET	HAYMARKET

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LOT	SUB ADDRESS NUMBER	ADDRESS NUMBER	STREET NAME	STREET TYPE	LOCALITY
31	502	83	HARBOUR	STREET	HAYMARKET
32	503	83	HARBOUR	STREET	HAYMARKET
33	504	83	HARBOUR	STREET	HAYMARKET
34	610	83	HARBOUR	STREET	HAYMARKET
35	601	83	HARBOUR	STREET	HAYMARKET
36	602	83	HARBOUR	STREET	HAYMARKET
37	603	83	HARBOUR	STREET	HAYMARKET
38	604	83	HARBOUR	STREET	HAYMARKET
39	605	83	HARBOUR	STREET	HAYMARKET
40	606	83	HARBOUR	STREET	HAYMARKET
41	607	83	HARBOUR	STREET	HAYMARKET
42	608	83	HARBOUR	STREET	HAYMARKET
43	609	83	HARBOUR	STREET	HAYMARKET
44	710	83	HARBOUR	STREET	HAYMARKET
45	701	83	HARBOUR	STREET	HAYMARKET
46	702	83	HARBOUR	STREET	HAYMARKET
47	703	83	HARBOUR	STREET	HAYMARKET
48	704	83	HARBOUR	STREET	HAYMARKET
49	705	83	HARBOUR	STREET	HAYMARKET
50	706	83	HARBOUR	STREET	HAYMARKET
51	707	83	HARBOUR	STREET	HAYMARKET
52	708	83	HARBOUR	STREET	HAYMARKET
53	709	83	HARBOUR	STREET	HAYMARKET
54	810	83	HARBOUR	STREET	HAYMARKET
55	801	83	HARBOUR	STREET	HAYMARKET
56	802	83	HARBOUR	STREET	HAYMARKET
57	803	83	HARBOUR	STREET	HAYMARKET
58	804	83	HARBOUR	STREET	HAYMARKET
59	805	83	HARBOUR	STREET	HAYMARKET
60	806	83	HARBOUR	STREET	HAYMARKET

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<p style="text-align: center;"><u>OWNERS ENDORSEMENT</u></p> <p>Certified correct for the purposes of the <i>Real Property Act 1900</i></p> <p>Signed by <u>SAM ROMANUK</u> as delegate on behalf of Place Management NSW ABN 51 437 725 177 but not so as to incur any personal liability in the presence of:</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> Signature of witness </div> <div style="text-align: center;"> Signature of authorised delegate </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <u>NICHOLAS LEUNG</u> Name of witness (please print) </div> <div style="text-align: center;"> <u>SAM ROMANUK</u> Name of authorised delegate (please print) </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <u>UNIT 10, 18 WOLSELEY ST</u> Address of witness </div> <div style="text-align: center;"> <u>CEO</u> Title of delegate </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p><u>DRUMMOYNE NSW 2067</u> Address of witness</p> </div> <div style="width: 50%;"> <p>SIGNED FOR LEND LEASE (WAYMARKET) PTY LIMITED by POWER OF ATTORNEY UNDER REGISTERED BOOK <u>ABN 50 147 913 291</u> <u>4718 N°351</u> DATED <u>9/12/2016</u> N°351 DATED 9/12/2016</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>SIGNATURE OF ATTORNEY </p> <p>NAME OF ATTORNEY <u>NEIL ARKLESS</u></p> </div> <div style="width: 50%;"> <p>SIGNATURE OF WITNESS </p> <p>NAME OF WITNESS <u>TASY MORAITIS</u></p> <p>ADDRESS OF WITNESS - SUITE 301, LEVEL 3 55 WOLT STREET, SURRY HILLS NSW 2010</p> </div> </div> <p style="text-align: center; margin-top: 20px;">A STRATA MANAGEMENT STATEMENT OF 134 SHEETS ACCOMPANIES THIS PLAN</p>		
Surveyors Reference: 141109 NE1 SP-AR		

PLAN FORM 2 (A2)

SURROUND SURVEY

THIS SHEET DETAILS THE SURROUND SURVEY
LOTS 21-25 ARE STRATUM LOTS PARTLY LIMITED IN
HEIGHT AND DEPTH AS SHOWN ON THE FOLLOWING SHEETS

SSM 67692 FD.
(NOT ESTABLISHED)

THE DEFINITION OF LOT
STREET, HARBOUR STREET
QUAY STREET, PIER STREET
AND BULEVARD STREET
CONSENT VIDE DP 1232747

WARNING: CRASSING OR FOLDING WILL LEAD TO REJECTION

MARK	EAST	NORTH	ZONE	CLASS	ORDER
PM 55082	333 854.288	6 249 774.02	56	C	4
PM 54327	333 788.674	6 249 505.84	56	C	3
PM 150255	333 835.046	6 249 530.618	56	C	4
PM 55085	333 841.080	6 249 884.143	56	C	4
SSM 67692	333 544	6 249 943	56	C	4
SSM 67693	333 632	6 249 804	56	C	4

SOURCE: MARK COORDINATES ADAPTED FROM SCHEM 04/05/2018
CONVERSION SCALE FACTOR: 0.999935

HEIGHT SCHEDULE

MARK	AND VALUE	CLASS	ORDER	HEIGHT DATUM	VALIDATION	STATE
PM 55082	3.288	LC	13	FROM SCMS - DATUM VALIDATION	FOUND	
PM 54327	2.578	LC	12	FROM SCMS - DATUM VALIDATION	FOUND	
PM 150255	2.470	LC	13	FROM SCMS - DATUM VALIDATION	FOUND	
PM 55085	2.470	LC	13	FROM SCMS - DATUM VALIDATION	FOUND	
SSM 67692	3.762	LC	U	FROM SCMS - DATUM VALIDATION	FOUND	
SSM 67693	3.381	LC	U	FROM SCMS - DATUM VALIDATION	FOUND	

P.M. 54327 FD.
(ESTABLISHED)
(CON. QUAY ST.
& ULMO ST.)

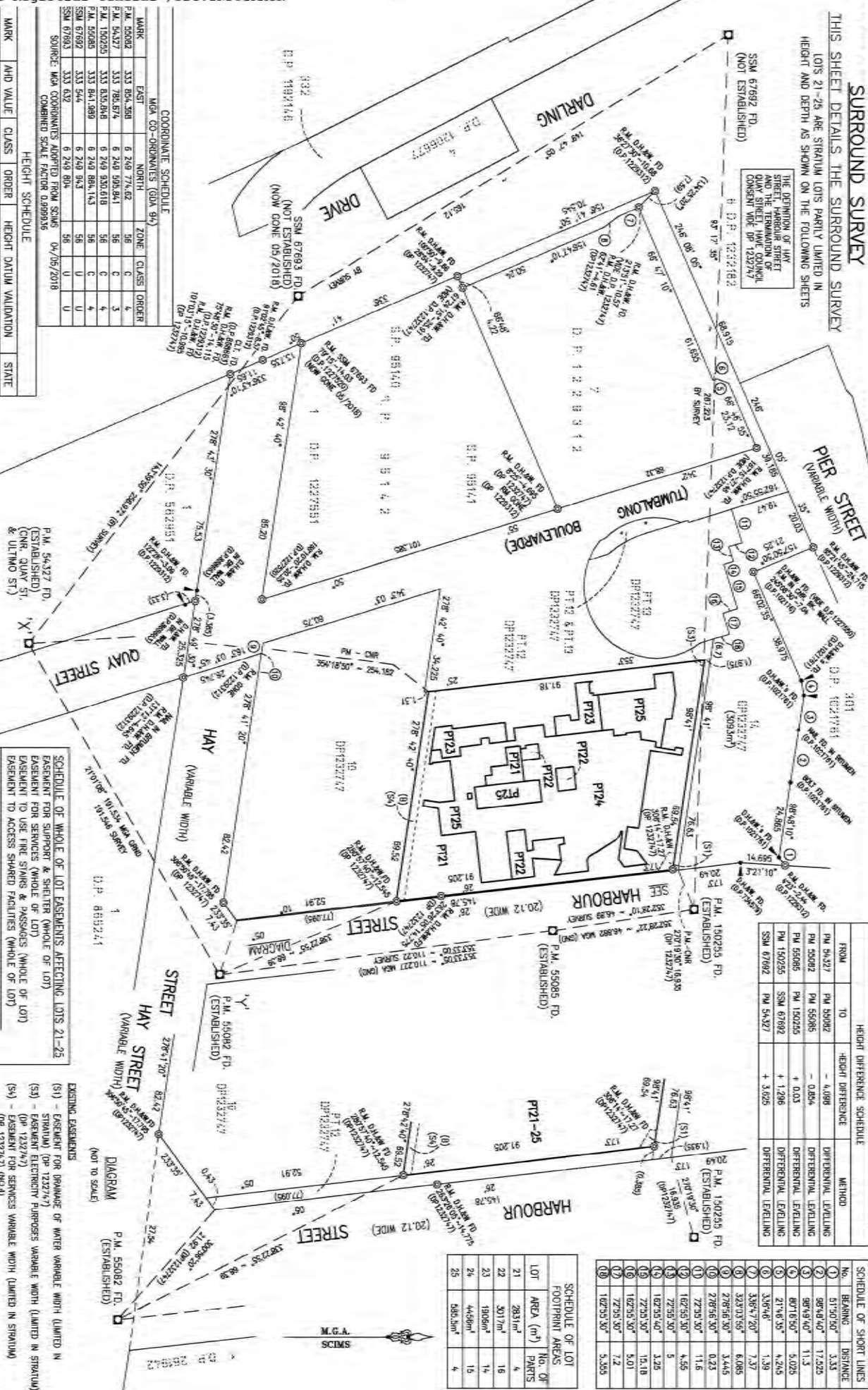
SCHEDULE OF WHOLE OF LOT EASEMENTS AFFECTING LOTS 21-25
EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
EASEMENT FOR SERVICES (WHOLE OF LOT)
EASEMENT TO USE FIRE STAIRS & PASSAGES (WHOLE OF LOT)
EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
NOTE: THE GLOBAL EASEMENT INFORMATION IS NOT REPEATED
ON THE FOLLOWING SHEETS.

EXISTING EASEMENTS
(S1) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747)
(S3) - EASEMENT ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747)
(S4) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747) (NO 4)
(B) - EASEMENT FOR PUBLIC ACCESS 4 M & VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747)

LOCALITY: SPIDNEY
Reduction Ratio: 1:800000
Lengths are in metres

REGISTERED
14.03.2019

DP1233929 (E)



LOT	AREA (m²)	No. OF PARTS
21	2831m²	4
22	3077m²	16
23	1906m²	14
24	4458m²	15
25	5853m²	4

No.	BEARING	DISTANCE
1	51°50'50"	3.33
2	98°49'40"	17.225
3	98°49'40"	11.3
4	40°16'50"	5.025
5	21°46'35"	4.245
6	336°46'	1.39
7	336°46'20"	7.37
8	332°03'56"	6.085
9	278°56'30"	3.445
10	278°56'30"	0.23
11	72°55'30"	11.6
12	162°55'30"	4.55
13	72°55'30"	5
14	162°55'30"	3.25
15	72°55'30"	15.18
16	162°55'30"	5.01
17	72°55'30"	7.2
18	162°55'30"	5.255

PLAN FORM 2 (A2)

TABLE OF CURVED LINES		
No.	CHORD	RADIUS
1	314.710	1.56
2	116.52	1.46
3	103.755	1.44
4	4.22750	0.66
5	12.705	0.87
6	12.705	0.87
7	12.705	0.87
8	12.705	0.87
9	12.705	0.87
10	12.705	0.87
11	12.705	0.87
12	12.705	0.87
13	12.705	0.87
14	12.705	0.87
15	12.705	0.87
16	12.705	0.87
17	12.705	0.87
18	12.705	0.87
19	12.705	0.87
20	12.705	0.87
21	12.705	0.87
22	12.705	0.87
23	12.705	0.87
24	12.705	0.87
25	12.705	0.87
26	12.705	0.87
27	12.705	0.87
28	12.705	0.87
29	12.705	0.87
30	12.705	0.87
31	12.705	0.87
32	12.705	0.87
33	12.705	0.87
34	12.705	0.87
35	12.705	0.87
36	12.705	0.87
37	12.705	0.87
38	12.705	0.87
39	12.705	0.87
40	12.705	0.87
41	12.705	0.87
42	12.705	0.87
43	12.705	0.87
44	12.705	0.87
45	12.705	0.87
46	12.705	0.87
47	12.705	0.87
48	12.705	0.87
49	12.705	0.87
50	12.705	0.87
51	12.705	0.87
52	12.705	0.87
53	12.705	0.87
54	12.705	0.87
55	12.705	0.87
56	12.705	0.87
57	12.705	0.87
58	12.705	0.87
59	12.705	0.87
60	12.705	0.87
61	12.705	0.87
62	12.705	0.87
63	12.705	0.87
64	12.705	0.87
65	12.705	0.87
66	12.705	0.87
67	12.705	0.87
68	12.705	0.87
69	12.705	0.87
70	12.705	0.87
71	12.705	0.87
72	12.705	0.87
73	12.705	0.87
74	12.705	0.87
75	12.705	0.87
76	12.705	0.87
77	12.705	0.87
78	12.705	0.87
79	12.705	0.87
80	12.705	0.87
81	12.705	0.87
82	12.705	0.87
83	12.705	0.87
84	12.705	0.87
85	12.705	0.87
86	12.705	0.87
87	12.705	0.87
88	12.705	0.87
89	12.705	0.87
90	12.705	0.87
91	12.705	0.87
92	12.705	0.87
93	12.705	0.87
94	12.705	0.87
95	12.705	0.87
96	12.705	0.87
97	12.705	0.87
98	12.705	0.87
99	12.705	0.87
100	12.705	0.87

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
1	353.7855	2.47
2	263.7855	1.04
3	173.7855	2.47
4	83.7855	1.04
5	188.43	0.516
6	263.7855	2.03
7	83.7855	2.03
8	263.7855	2.03
9	263.7855	0.81
10	173.7855	0.99
11	263.7855	2.885
12	263.7855	0.285
13	353.7855	0.285
14	263.7855	1.745
15	83.7855	0.285
16	173.7855	0.285
17	263.7855	0.285
18	173.7855	0.285
19	263.7855	0.285
20	263.7855	2.81
21	263.7855	2.81
22	173.7855	3.45
23	263.7855	4.2
24	168.55	1.785

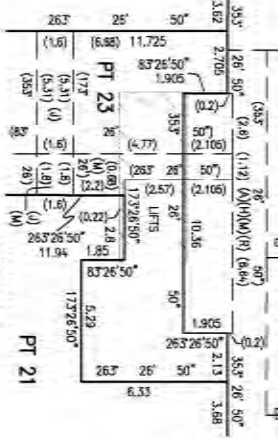
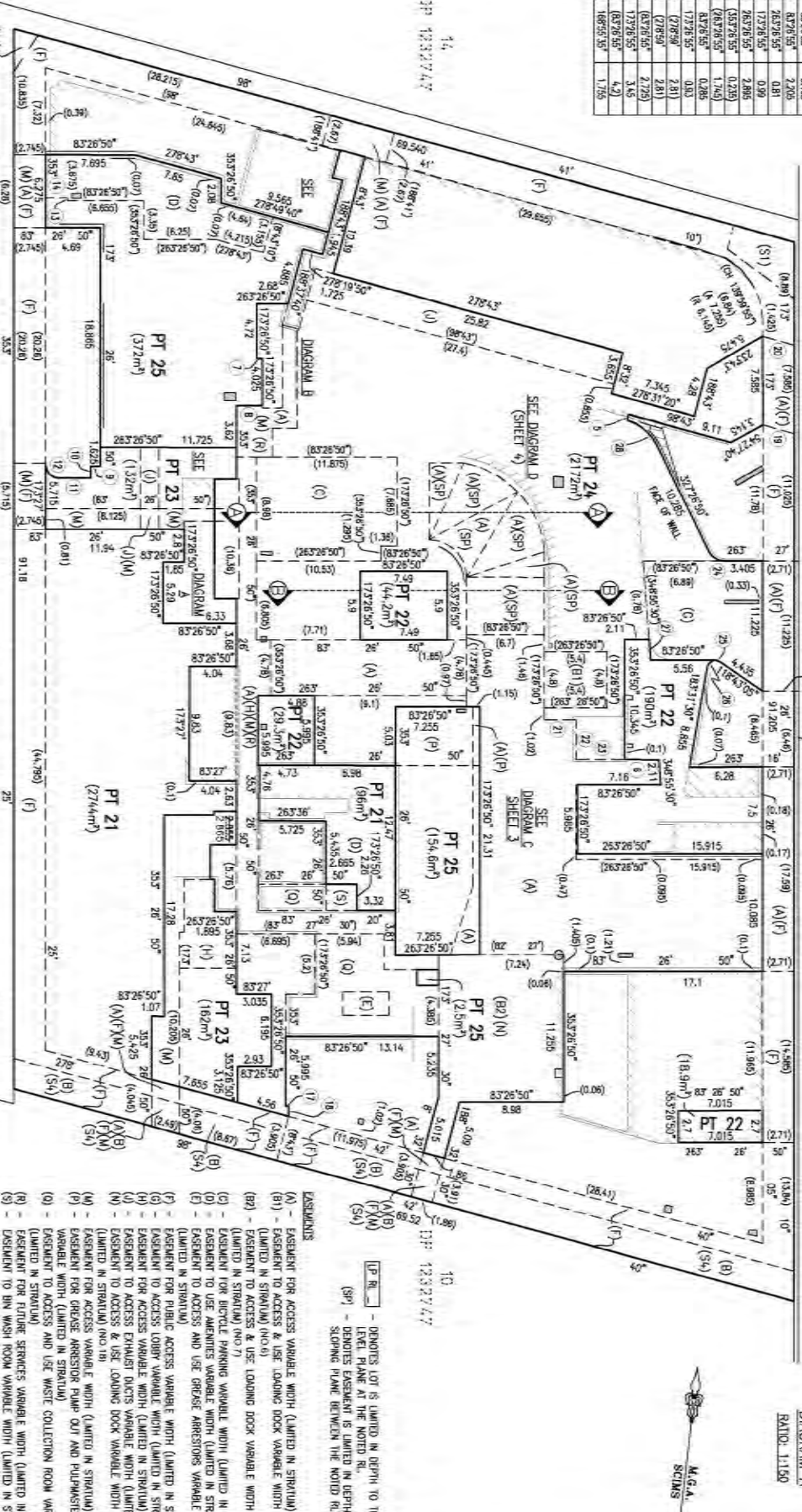
EXISTING EASEMENTS
 (S1) - EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747)
 (S2) - EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747)
 (S3) - EASEMENT FOR SERVICES VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747) (NO.4)
 (S4) - EASEMENT FOR PUBLIC ACCESS & WIDE & VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1232747)

GROUND LEVEL

LOTS SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 5 MEZZANINE LEVEL. EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN.

HARBOUR

STREET



- EASEMENTS**
- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
 - (B1) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.6)
 - (B2) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.7)
 - (C) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.8)
 - (D) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.9)
 - (E) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.10)
 - (F) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.11)
 - (G) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.12)
 - (H) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.13)
 - (I) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.14)
 - (J) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.15)
 - (K) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.16)
 - (L) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.17)
 - (M) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.18)
 - (N) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.19)
 - (O) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.20)
 - (P) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.21)
 - (Q) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.22)
 - (R) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.23)
 - (S) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.24)
 - (T) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.25)
 - (U) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.26)
 - (V) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.27)
 - (W) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.28)
 - (X) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.29)
 - (Y) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.30)
 - (Z) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.31)
 - (AA) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.32)
 - (AB) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.33)
 - (AC) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.34)
 - (AD) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.35)
 - (AE) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.36)
 - (AF) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.37)
 - (AG) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.38)
 - (AH) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.39)
 - (AI) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.40)
 - (AJ) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.41)
 - (AK) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.42)
 - (AL) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.43)
 - (AM) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.44)
 - (AN) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.45)
 - (AO) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.46)
 - (AP) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.47)
 - (AQ) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.48)
 - (AR) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.49)
 - (AS) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.50)
 - (AT) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.51)
 - (AU) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.52)
 - (AV) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.53)
 - (AW) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.54)
 - (AX) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.55)
 - (AY) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.56)
 - (AZ) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.57)
 - (BA) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.58)
 - (BB) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.59)
 - (BC) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.60)
 - (BD) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.61)
 - (BE) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.62)
 - (BF) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.63)
 - (BG) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.64)
 - (BH) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.65)
 - (BI) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.66)
 - (BJ) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.67)
 - (BK) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.68)
 - (BL) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.69)
 - (BM) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.70)
 - (BN) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.71)
 - (BO) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.72)
 - (BP) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.73)
 - (BQ) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.74)
 - (BR) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.75)
 - (BS) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.76)
 - (BT) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.77)
 - (BU) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.78)
 - (BV) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.79)
 - (BW) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.80)
 - (BX) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.81)
 - (BY) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.82)
 - (BZ) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.83)
 - (CA) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.84)
 - (CB) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.85)
 - (CC) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.86)
 - (CD) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.87)
 - (CE) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.88)
 - (CF) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.89)
 - (CG) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.90)
 - (CH) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.91)
 - (CI) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.92)
 - (CJ) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.93)
 - (CK) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.94)
 - (CL) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.95)
 - (CM) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.96)
 - (CN) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.97)
 - (CO) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.98)
 - (CP) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (NO.99)
 - (CQ) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.100)

SUPERVISOR
 Name: ADAM RICHARDSON
 Date: 08/05/2018
 Reference: 141109 SUB-AR

PLAN OF SUBDIVISION OF LOT 11

LOCALITY:
 SPYGLASS
 Reduction Ratio: 1:25000

REGISTERED
 14.03.2019

DP1233929

EASEMENTS

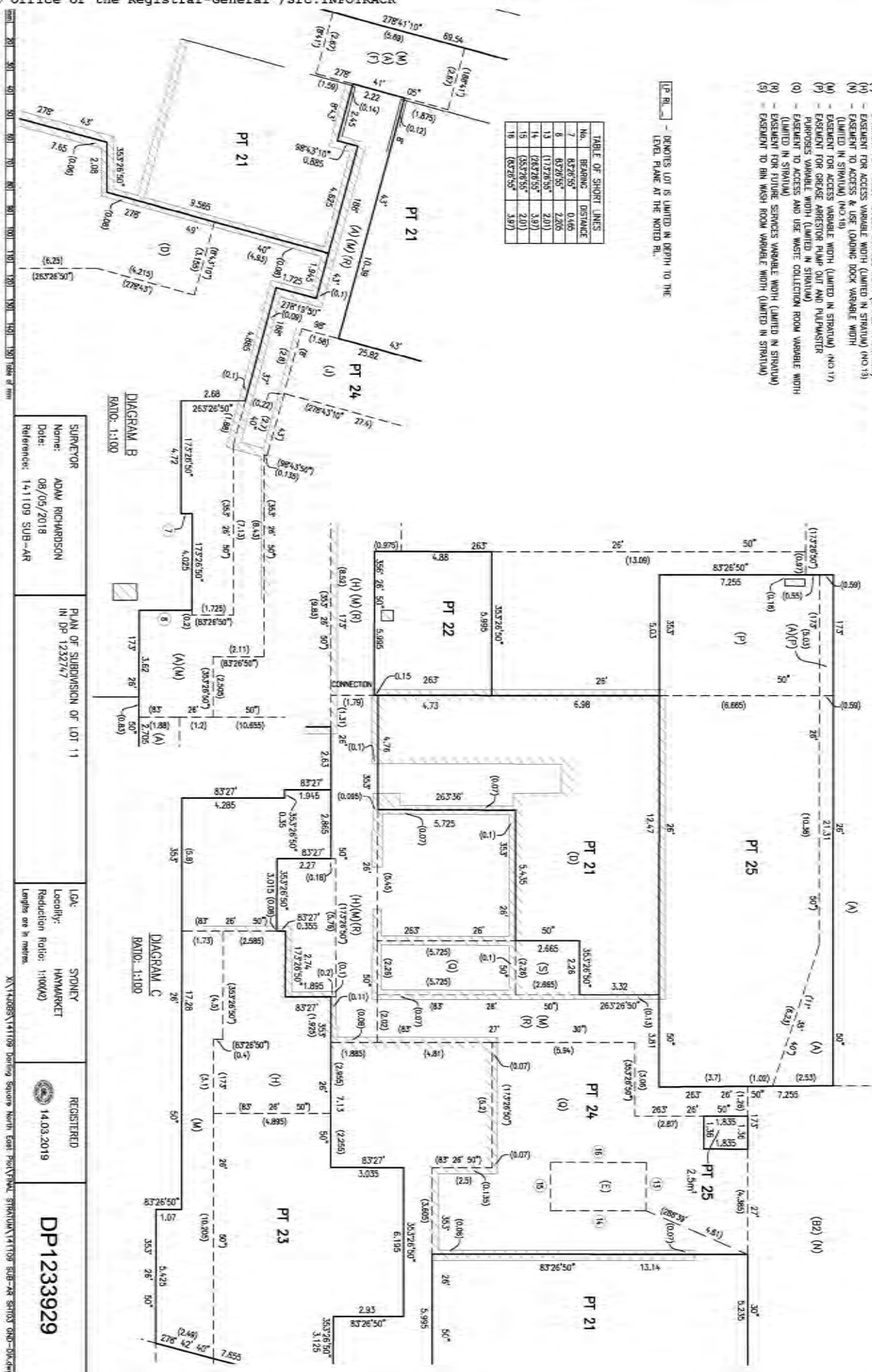
- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.5)
- (B) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.7)
- (C) - EASEMENT TO USE APPOINTMENTS VARIABLE WIDTH (LIMITED IN STRUTUM)
- (D) - EASEMENT TO ACCESS AND USE GREASE ARRESTORS VARIABLE WIDTH (LIMITED IN STRUTUM)
- (E) - EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM)
- (F) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.13)
- (G) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.18)
- (H) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.17)
- (I) - EASEMENT FOR GREASE ARRESTOR PUMP OUT AND PULPMASTER PURPOSES VARIABLE WIDTH (LIMITED IN STRUTUM)
- (J) - EASEMENT TO ACCESS AND USE WASTE COLLECTION ROOM VARIABLE WIDTH (LIMITED IN STRUTUM)
- (K) - EASEMENT FOR CLOUSE SERVICES VARIABLE WIDTH (LIMITED IN STRUTUM)
- (L) - EASEMENT TO BIN WASH ROOM VARIABLE WIDTH (LIMITED IN STRUTUM)

RL - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL.

NO.	BEARING	DISTANCE
1	83°26'50"	0.465
2	83°26'50"	2.205
3	173°26'50"	2.017
4	283°26'50"	3.977
5	353°26'50"	2.017
6	83°26'50"	3.977

GROUND LEVEL - DIAGRAMS

M.C.A.
SCANS



SUPERVISOR
Name: ADAM RICHARDSON
Date: 08/05/2018
Reference: 141109 SUB-AR

PLAN OF SUBDIVISION OF LOT 11

LOCALITY:
SPRING HILL MARKET
Reduction Ratio: 1:10000
Lengths are in metres

REGISTERED
14.03.2019

DP1233929

GROUND LEVEL - DIAGRAM

M.C.A.
SCIMS

EASMENTS

(A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO. 3)

(B) - EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRUTUM) (NO. 4)

(C) - EASEMENT FOR BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRUTUM)

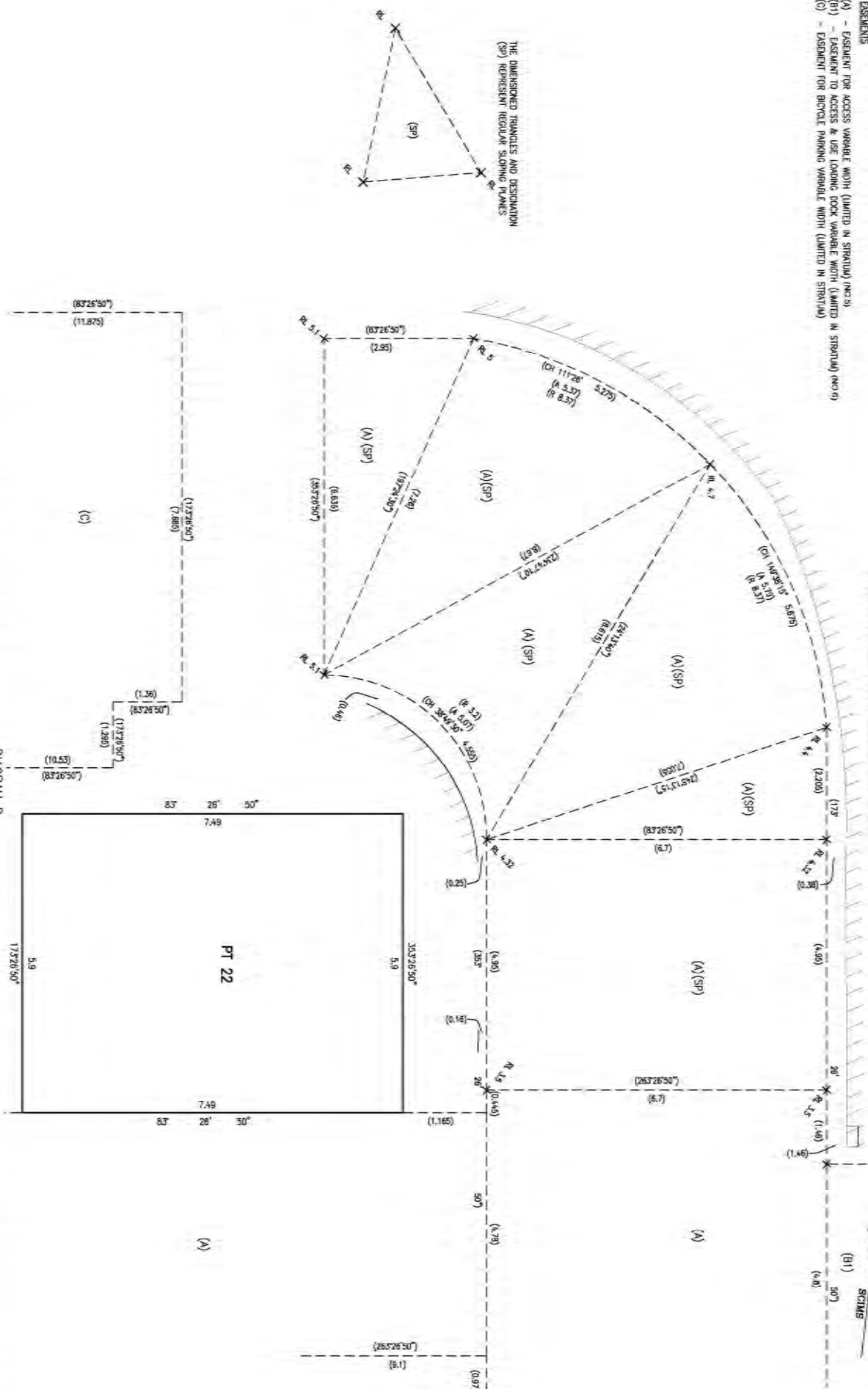


DIAGRAM 1
RATIO: 1:50

RATIO: 1:50

SURVEYOR
Name: ADAM RICHARDSON
Date: 08/05/2018
Reference: 141109 SUB-AF

PLAN OF SUBDIVISION OF LOT 11
IN DP 1232747

LGA:	SYDNEY
Locality:	HAYMARKET
Reduction Ratio:	1:50(a2)
Lengths are in metres,	

REGISTERED
14.03.2015

DP1233929

PLAN FORM 2 (A2)

TABLE OF CURVED LINES			
No.	CHORD	ARC	RADIUS
1	12.00	3.3	3.4
2	12.00	1.40	1.44
3	10.57	0.46	0.48
4	4.72	0.22	0.23

TABLE OF SHORT LINES			
No.	BEARING	DISTANCE	
1	188.45°	0.515	
2	188.45°	1.295	
3	188.45°	1.295	
4	188.45°	1.295	
5	188.45°	1.295	
6	188.45°	1.295	
7	188.45°	1.295	
8	188.45°	1.295	
9	188.45°	1.295	
10	188.45°	1.295	
11	188.45°	1.295	
12	188.45°	1.295	
13	188.45°	1.295	
14	188.45°	1.295	
15	188.45°	1.295	
16	188.45°	1.295	
17	188.45°	1.295	
18	188.45°	1.295	
19	188.45°	1.295	
20	188.45°	1.295	
21	188.45°	1.295	
22	188.45°	1.295	
23	188.45°	1.295	
24	188.45°	1.295	
25	188.45°	1.295	
26	188.45°	1.295	
27	188.45°	1.295	
28	188.45°	1.295	
29	188.45°	1.295	
30	188.45°	1.295	
31	188.45°	1.295	
32	188.45°	1.295	

MEZZANINE LEVEL

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 6 LEVEL 1. EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRUTUM TO THE STRUTUM LIMITS OF THE LOTS SHOWN.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 16 Sheets

HARBOUR

STREET

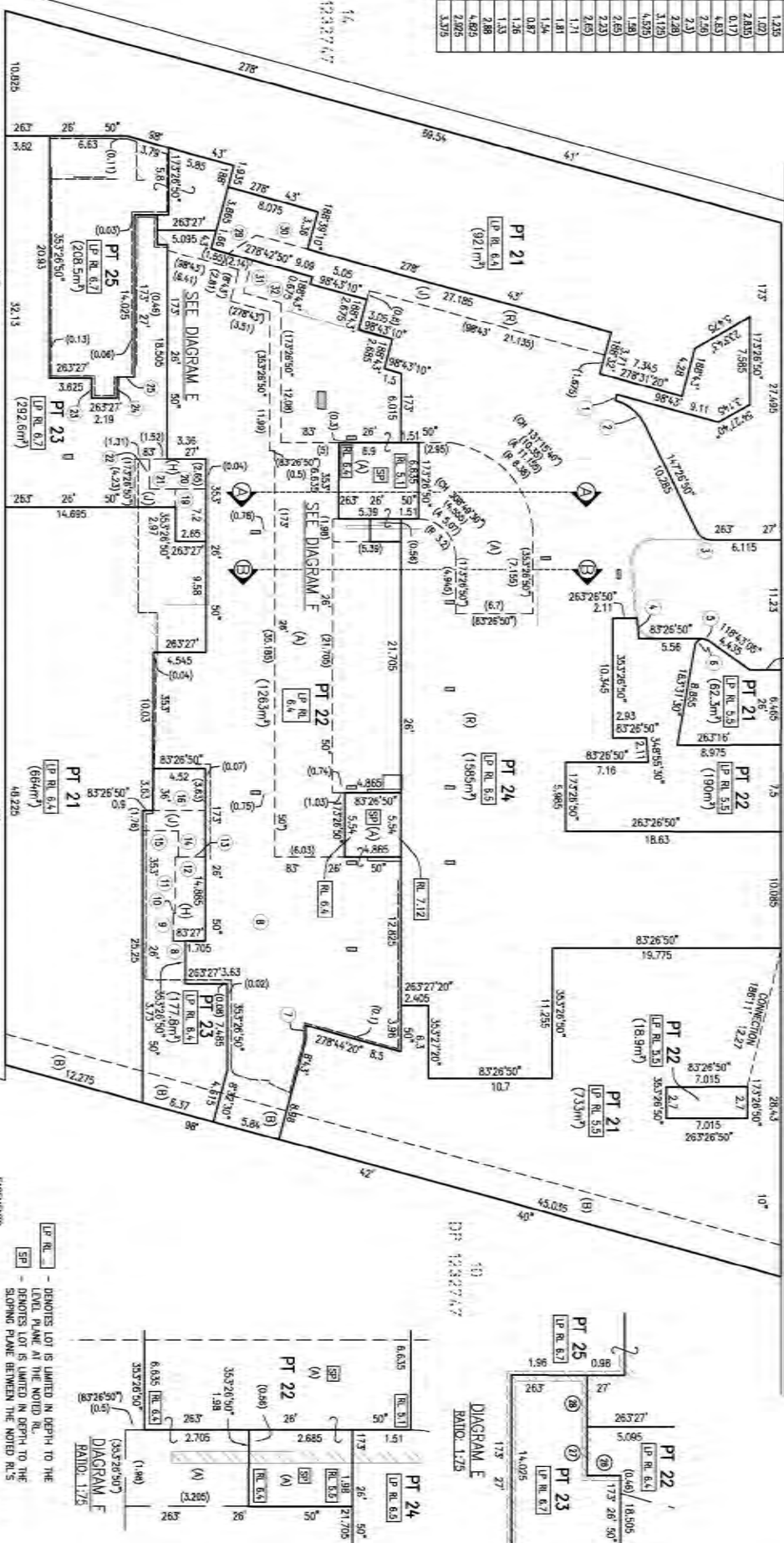
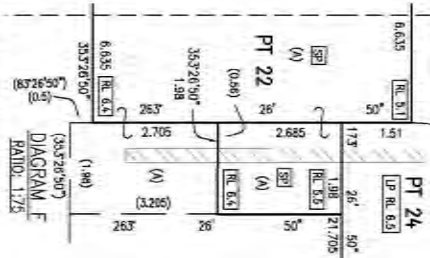


DIAGRAM E
RATIO: 1:25



- EASEMENTS**
- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 5)
 - (B) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (C) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (D) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (E) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (F) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (G) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (H) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (I) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (J) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (K) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (L) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (M) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (N) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (O) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (P) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (Q) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (R) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (S) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (T) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (U) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (V) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (W) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (X) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (Y) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)
 - (Z) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO 1)

EXISTING EASEMENT
(b) - EASEMENT FOR PUBLIC ACCESS & WIDE & VARIABLE WIDTH
(LIMITED IN STRUTUM) (DP 1232747)

PT 12
DP 1232747

PT 13
DP 1232747

SUPERVISOR
Name: ADAM RICHARDSON
Date: 08/05/2018
Reference: 141109 SUB-AR

PLAN OF SUBDIVISION OF LOT 11
IN DP 1232747

LOCALITY:
Reduction Ratio: 1:25000
Lengths are in metres

SPONSOR
HYMARKET
14.03.2019

REGISTERED
14.03.2019
DP1233929

M.C.A.
SCANS

PLAN FORM 2 (A2)

LEVEL 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 16 Sheets

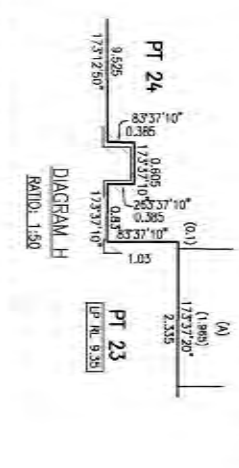
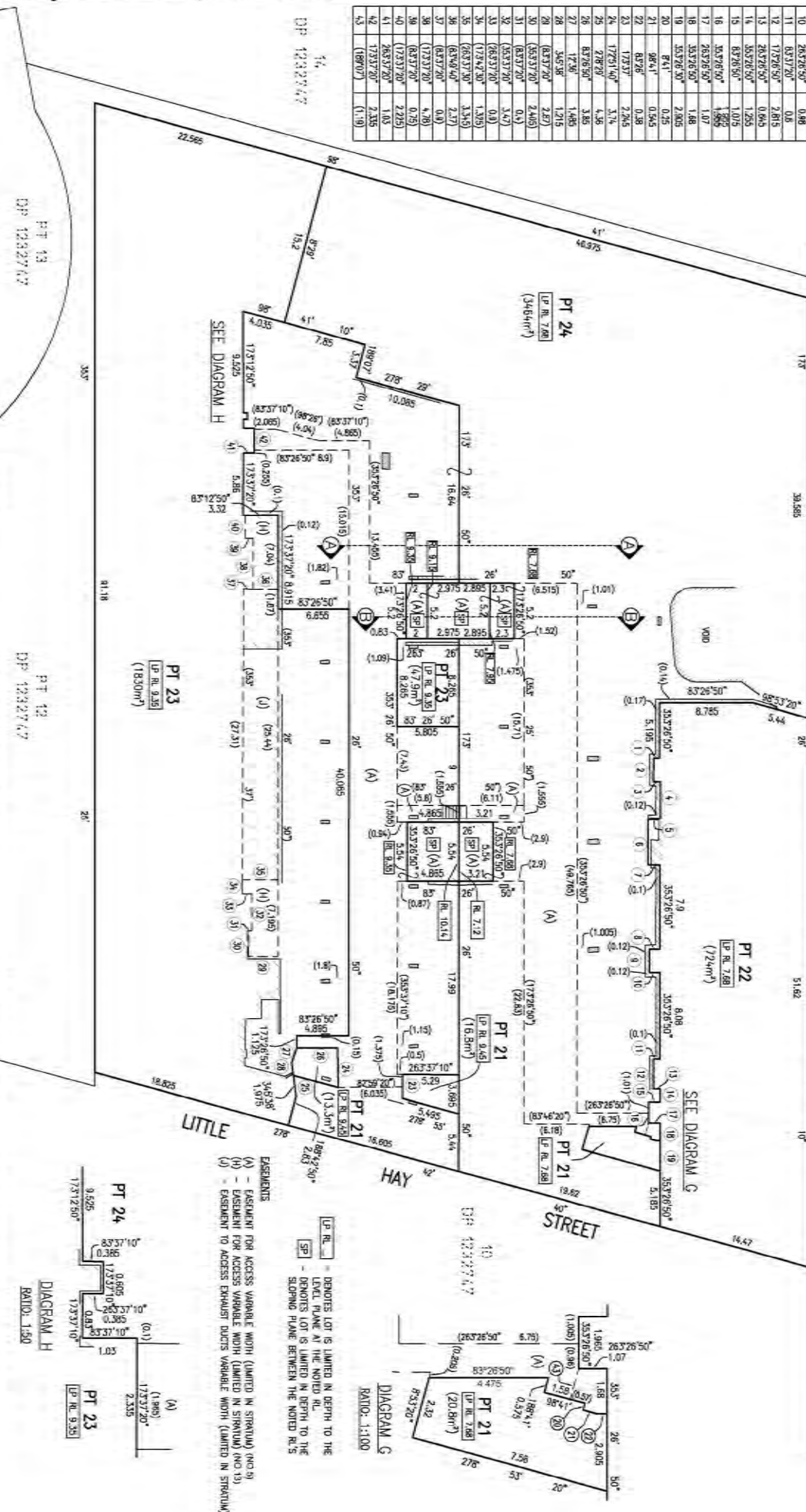
LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 7 LEVEL 2. EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN.

HARBOUR

STREET

PT 12

No.	BEARING	DISTANCE
1	83°26'50"	0.55
2	353°26'50"	2.2
3	263°26'50"	0.65
4	353°26'50"	3.47
5	83°26'50"	1.16
6	353°26'50"	4.75
7	263°26'50"	1.1
8	83°26'50"	0.88
9	353°26'50"	2.24
10	263°26'50"	0.88
11	83°26'50"	0.6
12	173°26'50"	2.815
13	263°26'50"	0.645
14	353°26'50"	1.255
15	83°26'50"	1.015
16	353°26'50"	1.885
17	263°26'50"	1.07
18	353°26'50"	1.88
19	353°26'50"	2.805
20	84°1'	0.25
21	86°41'	0.545
22	83°26'	0.38
23	173°26'	2.245
24	173°26'40"	3.74
25	278°26'	4.36
26	83°26'50"	3.85
27	173°26'	1.485
28	353°26'	1.215
29	83°26'50"	2.87
30	353°26'50"	2.405
31	83°26'50"	0.4
32	353°26'50"	3.47
33	263°26'50"	0.9
34	173°26'50"	1.305
35	353°26'50"	3.345
36	83°26'50"	2.27
37	83°26'50"	0.4
38	173°26'50"	4.76
39	83°26'50"	0.75
40	173°26'50"	2.215
41	263°26'50"	1.03
42	173°26'50"	2.335
43	180°0'	1.19



SURVEYOR Name: ADAM RICHARDSON Date: 08/05/2018 Reference: 141109 SUB-AR		PLAN OF SUBDIVISION OF LOT 11 IN DP 1232747		L.O.C. Locality: HAYMARKET Reduction Ratio: 1:25000 Lengths are in metres.		REGISTERED 14.03.2019		DP1233929	
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PLAN FORM 2 (A2)

No.	BEARING	DISTANCE
1	87°37'10"	0.6
2	173°12'50"	2.35
3	263°26'50"	0.55
4	263°26'50"	0.55
5	173°12'50"	2.3
6	87°37'10"	1.3
7	353°12'50"	0.55
8	87°37'10"	2.55
9	353°12'50"	2.45
10	87°37'10"	0.4
11	353°12'50"	3.47
12	263°26'50"	0.9
13	173°12'50"	1.325
14	263°26'50"	3.45
15	353°12'50"	2.55
16	353°12'50"	1.5
17	87°37'10"	2.12
18	173°12'50"	1.5
19	263°26'50"	2.12
20	263°26'50"	2.51
21	353°12'50"	1.3
22	87°37'10"	2.51
23	173°12'50"	1.3
24	87°37'10"	0.9
25	353°12'50"	2.55
26	173°12'50"	4.75
27	87°37'10"	0.75
28	173°12'50"	2.225
29	87°37'10"	3.15
30	353°12'50"	1.3
31	173°12'50"	1.55
32	180°	0.35
33	353°12'50"	0.35
34	87°37'10"	0.75

IP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL

SP - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

ESKIMANS

- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO 15)
- (A1) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO 20)
- (H) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO 13)
- (J) - EASEMENT TO ACCESS EXHAUST DUCTS VARIABLE WIDTH (LIMITED IN STRATUM)

LEVEL 2

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 8 LEVEL 3.

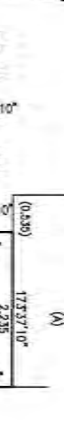
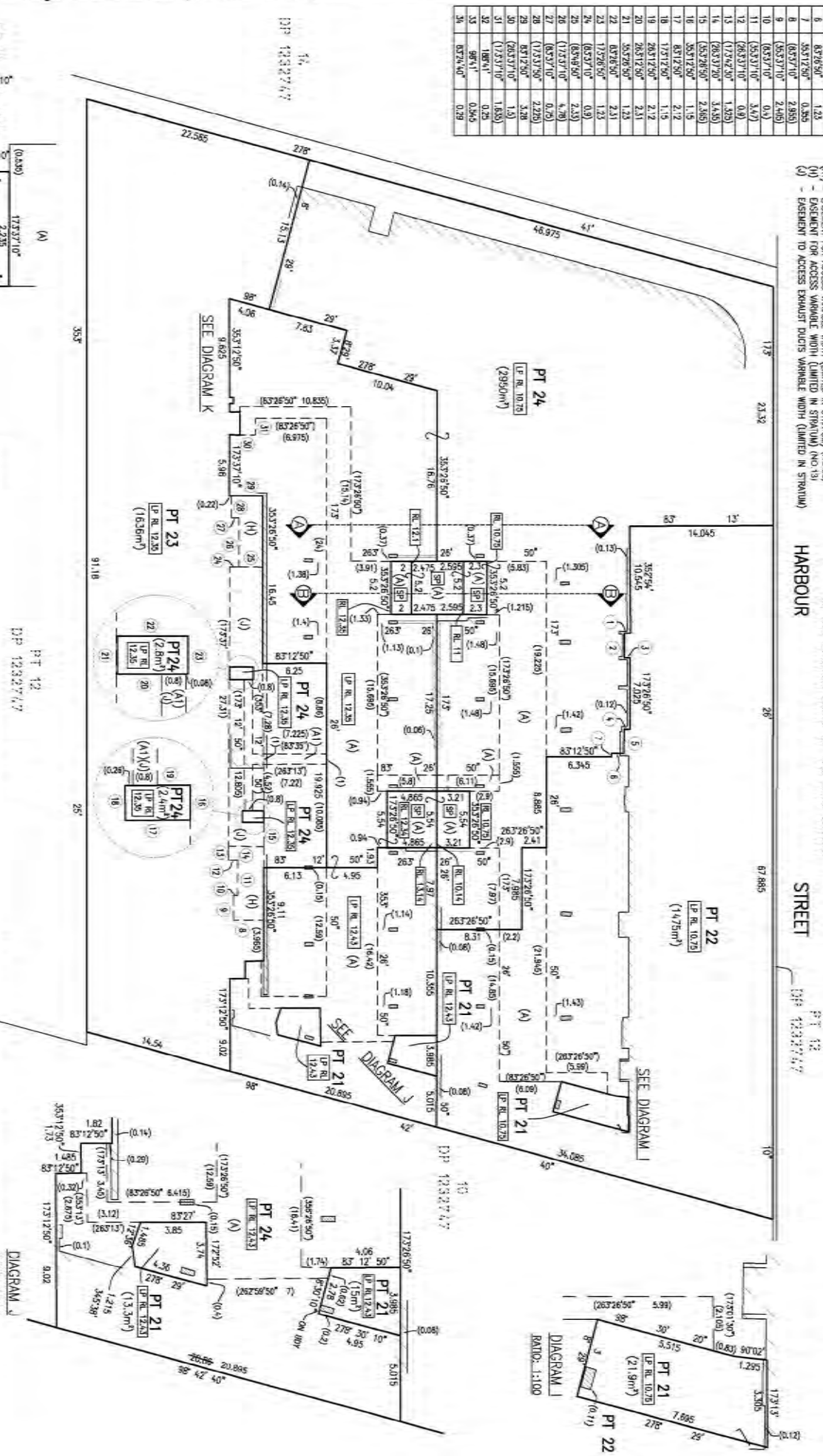
EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN.

HARBOUR

STREET

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 7 of 16 Sheets



DISTANCE FOR PT 21 AMENDED WIDE 2019-4/1

© 4 2019

SUPERVISOR
Name: ADAM RICHARDSON
Date: 08/05/2018
Reference: 141109 SUB-AR

LOC:
Locality: HUNTER
Reduction Ratio: 1:25000
Lengths are in metres

REGISTERED
14.03.2019

DP1233929

PLAN FORM 2 (A2)

TABLE OF SHORT LINES	
No.	BEARING DISTANCE
1	263°26'50" 1.225
2	173°26'50" 2.35
3	83°26'50" 1.225
4	263°26'50" 0.665
5	173°26'50" 2.285
6	263°26'50" 0.155
7	83°26'50" 0.665
8	173°26'50" 2.35
9	263°26'50" 0.4
10	173°26'50" 2.415
11	83°26'50" 0.8
12	173°26'50" 1.355
13	263°26'50" 0.4
14	263°26'50" 0.8
15	173°26'50" 2.8
16	263°26'50" 0.4
17	173°26'50" 4.785
18	83°26'50" 0.9
19	173°26'50" 2.415
20	263°26'50" 1.055
21	173°26'50" 2.9
22	173°26'50" 0.355
23	83°26'50" 0.665
24	83°26'50" 0.28

IP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE

IP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 9 LEVEL 4.

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN.

- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
 (A1) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.20)
 (A2) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.13)
 (A3) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.19)
 (A4) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.13)

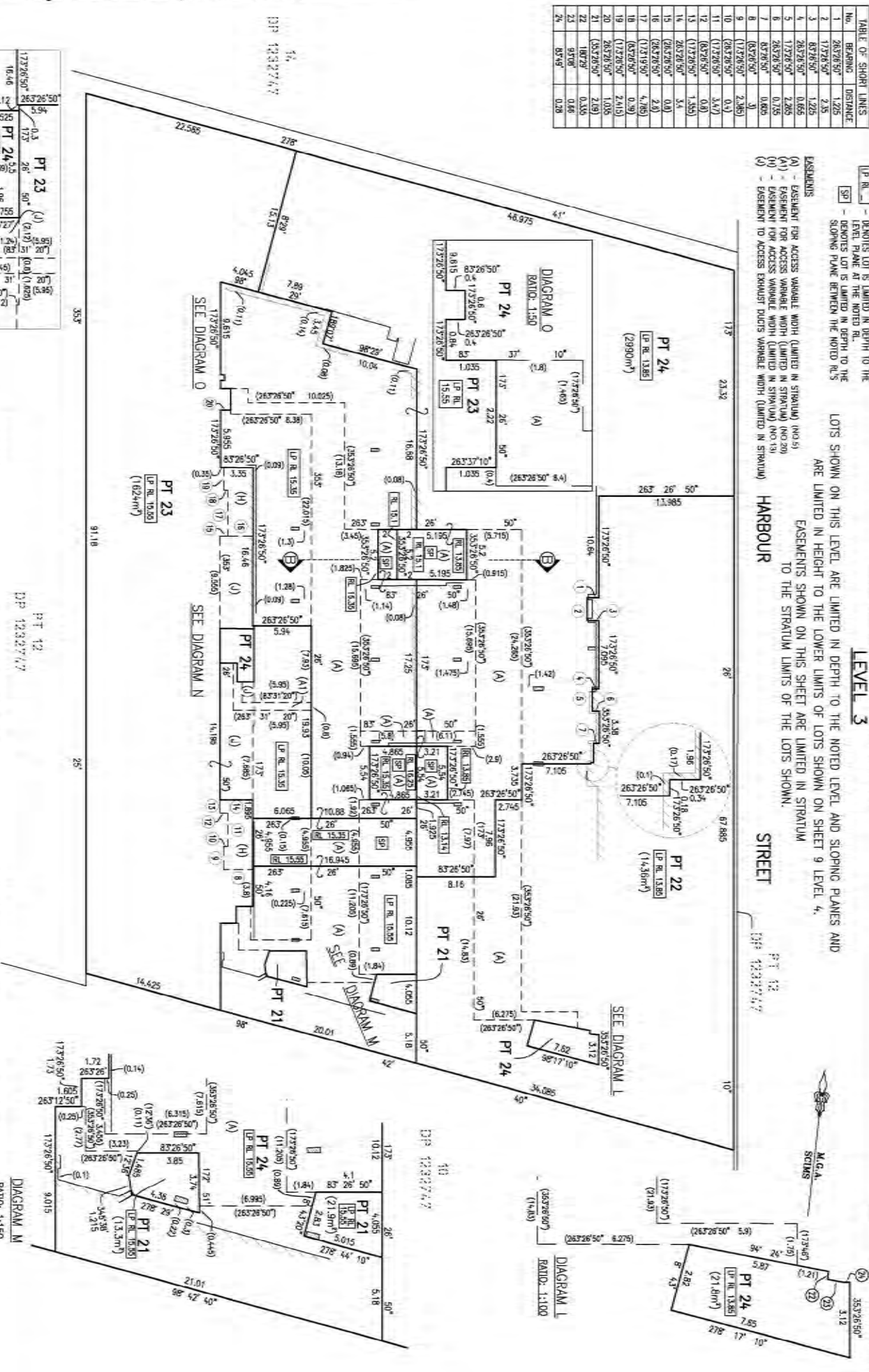
HARBOUR

STREET

LEVEL 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 15 Sheets



SURVEYOR Name: ADAM RICHARDSON Date: 08/05/2018 Reference: 141109 SUB-AR		PLAN OF SUBDIVISION OF LOT 11 IN DP 1233929/7		L.O.C. Locality: HMYMKT Reduction Ratio: 1:25000 Lengths are in metres		SPONSOR REGISTERED 14.03.2019		DP1233929	
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 15 Sheets

TABLE OF SHORT LINES	BEARING	DISTANCE
1	263°26'50"	1.20
2	173°26'50"	2.45
3	263°26'50"	1.22
4	263°26'50"	0.66
5	173°26'50"	2.28
6	263°26'50"	0.3
7	263°26'50"	0.00
8	033°26'50"	2.45
9	033°26'50"	0.1
10	033°26'50"	3.47
11	263°26'50"	0.8
12	263°26'50"	1.35
13	033°26'50"	3.4
14	033°26'50"	0.0
15	033°26'50"	2.8
16	033°26'50"	4.78
17	033°26'50"	0.39
18	033°26'50"	2.45
19	173°26'50"	2.45
20	033°26'50"	3.35
21	173°26'50"	1.09
22	033°26'50"	2.46
23	033°26'50"	0.64
24	033°26'50"	1.00
25	033°26'50"	1.04
26	173°26'50"	2.22
27	263°26'50"	1.04
28	173°26'50"	0.51
29	277°43'	0.70
30	033°26'50"	0.19

PT 24 - DENOTES LOT IS LIMITED IN DEPTH TO THE
PT 23 - DENOTES LOT IS LIMITED IN DEPTH TO THE
SLOPING PLANE BETWEEN THE NOTED R.C'S

EASEMENTS

- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.5)
- (A1) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.20)
- (A2) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (NO.13)
- (C) - EASEMENT TO ACCESS EXHAUST DUCTS VARIABLE WIDTH (LIMITED IN STRATUM)

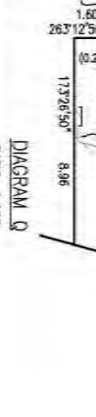
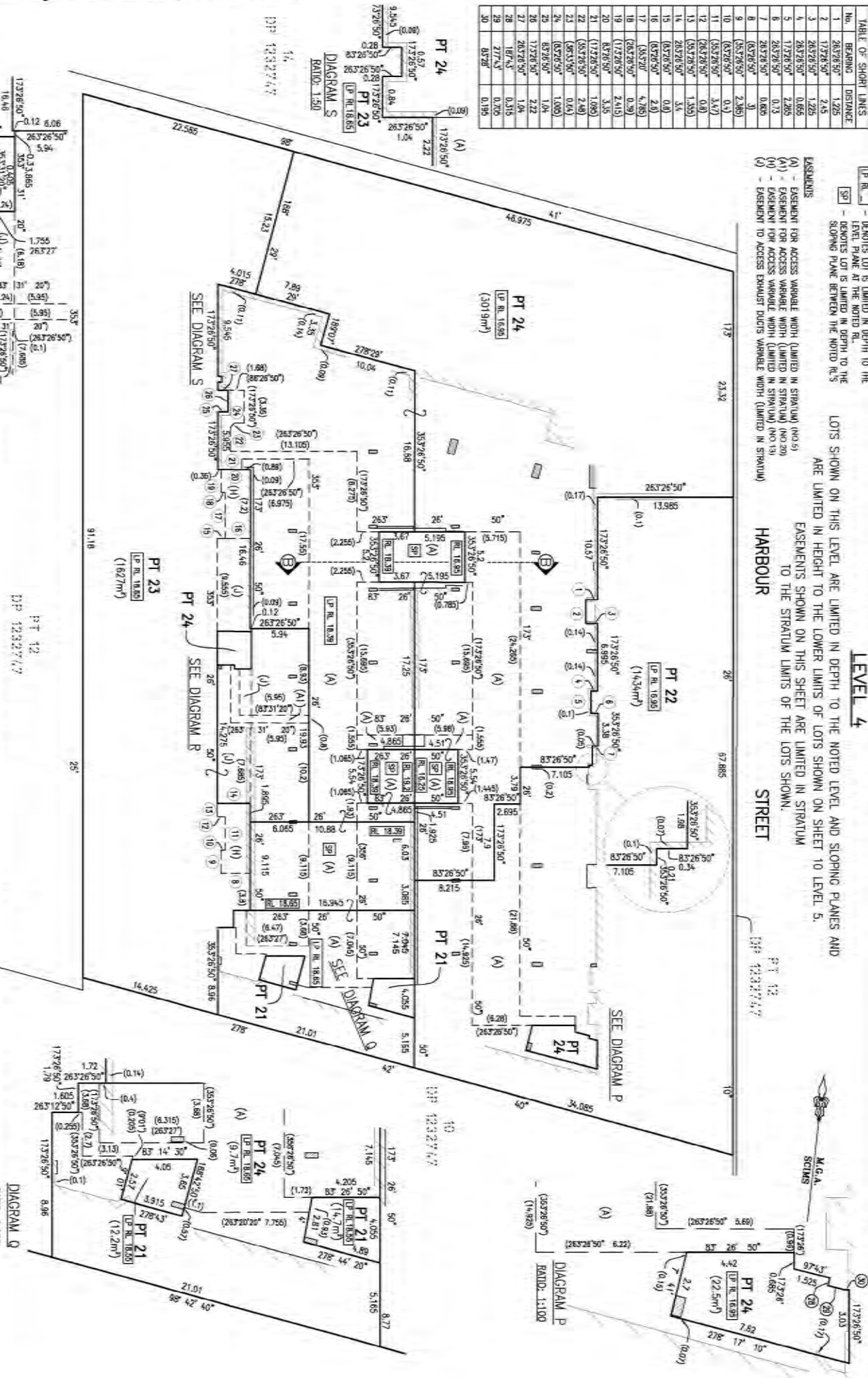
LEVEL 4

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 10 LEVEL 5.

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN.

HARBOUR

STREET



PLAN FORM 2 (A2)

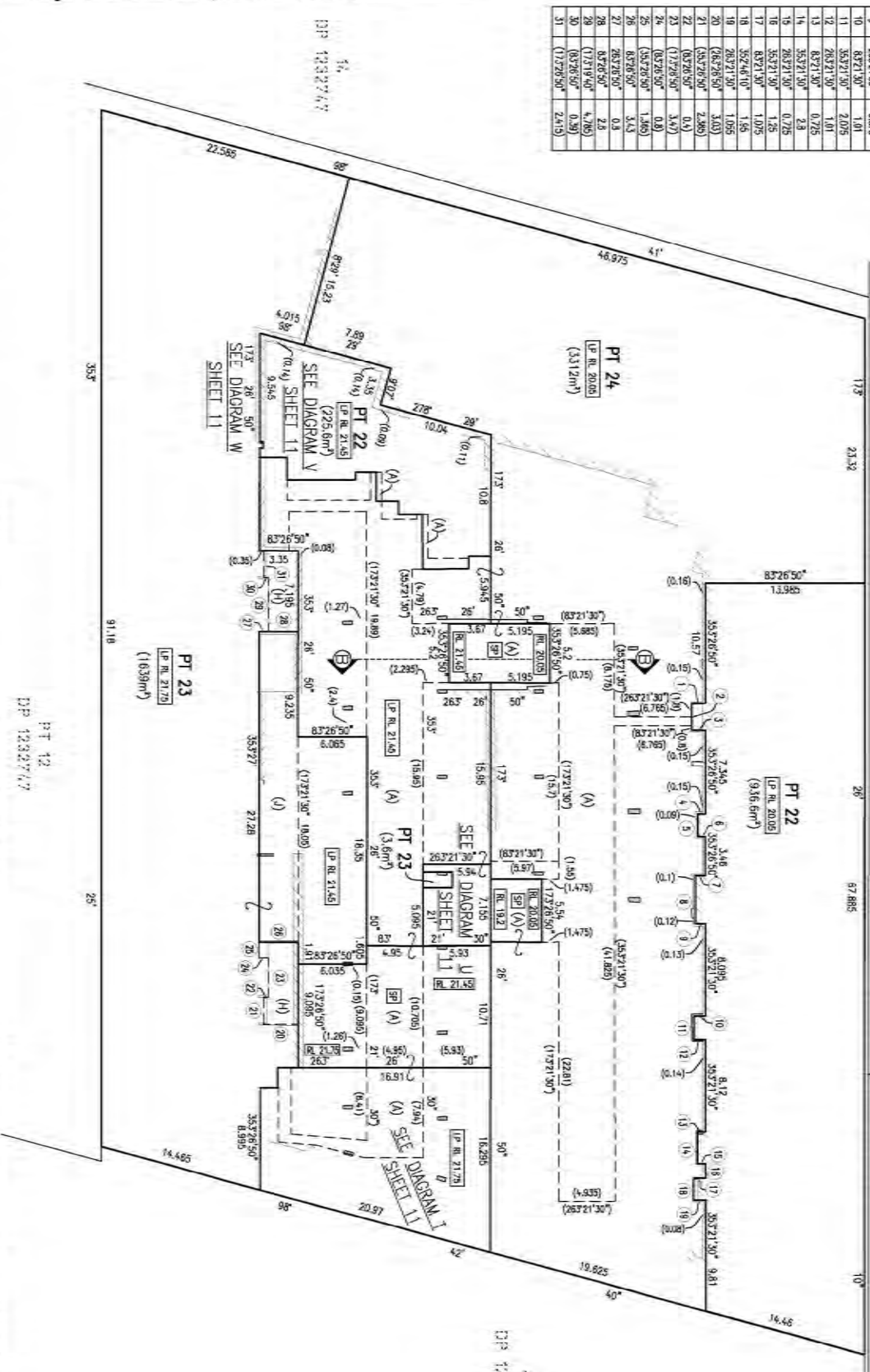
TABLE OF SHORT LINES	
No.	BEARING DISTANCE
1	263°26'50" 1.225
2	173°26'50" 2.4
3	283°26'50" 1.225
4	83°26'50" 0.665
5	353°26'50" 1.995
6	263°26'50" 0.665
7	83°26'50" 0.665
8	353°26'50" 4.235
9	263°21'30" 0.975
10	83°21'30" 1.01
11	353°21'30" 2.075
12	263°21'30" 1.01
13	83°21'30" 0.725
14	353°21'30" 2.8
15	263°21'30" 0.725
16	353°21'30" 1.5
17	83°21'30" 1.075
18	352°46'10" 1.5
19	263°21'30" 1.055
20	263°26'50" 3.03
21	353°26'50" 2.985
22	83°26'50" 0.4
23	173°26'50" 3.47
24	83°26'50" 0.8
25	353°26'50" 1.465
26	83°26'50" 3.4
27	263°26'50" 0.8
28	83°26'50" 2.8
29	173°19'40" 4.485
30	83°26'50" 0.39
31	173°26'50" 2.415

IP RL - DENOTES LOT IS LIMITED IN DEPTH TO THE
 SLOPING PLANE AT THE NOTED RL
 SP - DENOTES LOT IS LIMITED IN DEPTH TO THE
 SLOPING PLANE BETWEEN THE NOTED RL'S

LEVEL 5
 LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND SLOPING PLANES
 AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 12 LEVEL 6.
 EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM
 TO THE STRATUM LIMITS OF THE LOTS SHOWN.

HARBOUR

STREET



1	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800	810	820	830	840	850	860	870	880	890	900	910	920	930	940	950	960	970	980	990	1000
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SUPERVISOR
 Name: ADAM RICHARDSON
 Date: 08/05/2018
 References: 141109 SUB-AR

PLAN OF SUBDIVISION OF LOT 11
 IN DP 1232747

LOCALITY:
 Reduction Ratio: 1:25000
 Lengths are in metres

REGISTERED
 14.03.2019

DP1233929

PLAN FORM 2 (A2)

TABLE OF SHORT LINES		
No.	BEARING	DISTANCE
20	263°26'50"	3.03
21	263°26'50"	0.3
22	263°26'50"	2.5
23	173°21'30"	4.78
24	83°26'50"	0.89
25	83°26'50"	2.41

[P RL] - DENOTES LOT IS LIMITED IN DEPTH TO THE

[SP] - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

ESKIMANS

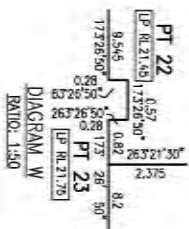
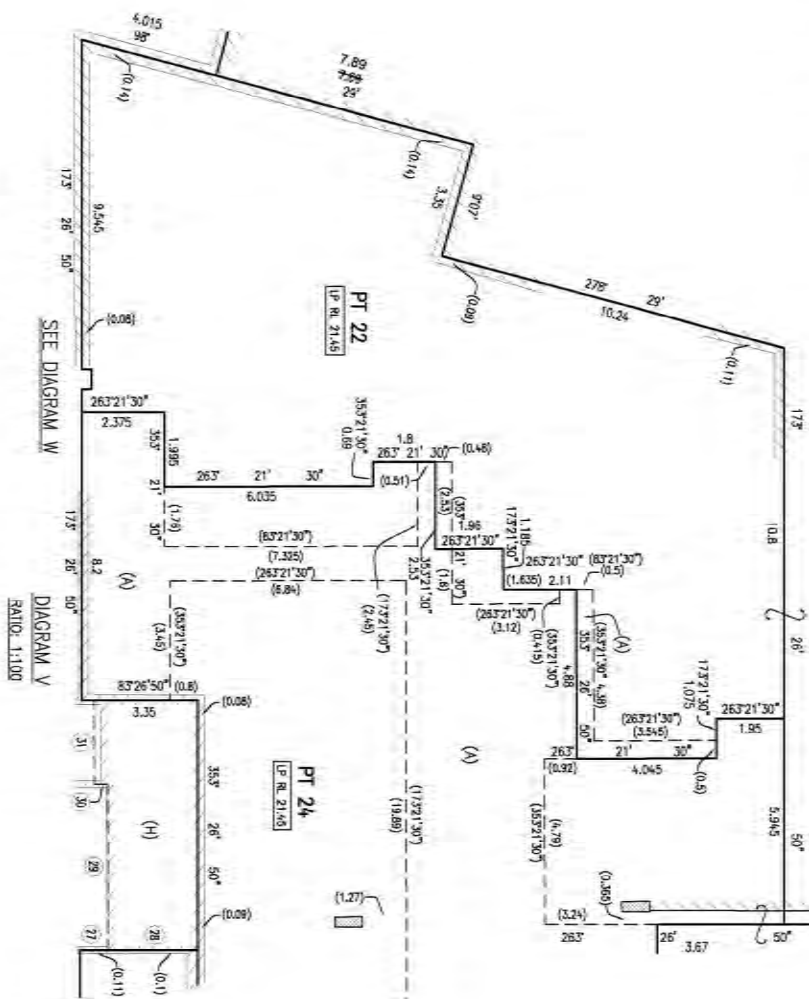
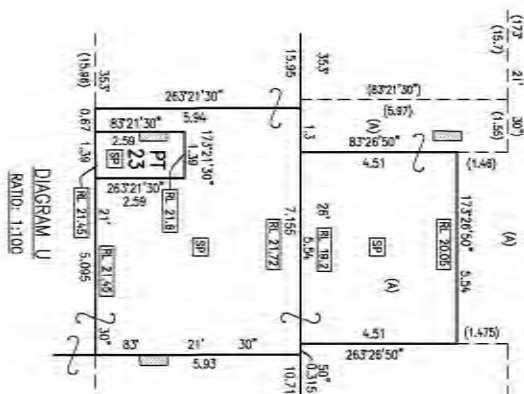
(A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (40/13)

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 12 LEVEL 6. EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS SHOWN.

LEVEL 5 - DIAGRAMS

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 16 Sheets



SUPERVISOR
Name: ADAM RICHARDSON
Date: 08/05/2018
Reference: 14109 SUB-AR

PLAN OF SUBDIVISION OF LOT 11
IN DP 1233929

LOCALITY: SPIDNEY
HYMARKET
Reduction Ratio: 1:400000
Lengths are in metres

REGISTERED
14.03.2019
DP1233929

- **IP RL** - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL.
- **SP** - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

LEVEL 6

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 13 LEVEL 7

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN STRATUM
TO THE STRATUM LIMITS OF THE LOTS SHOWN.

HARBOUR STREET

STREET

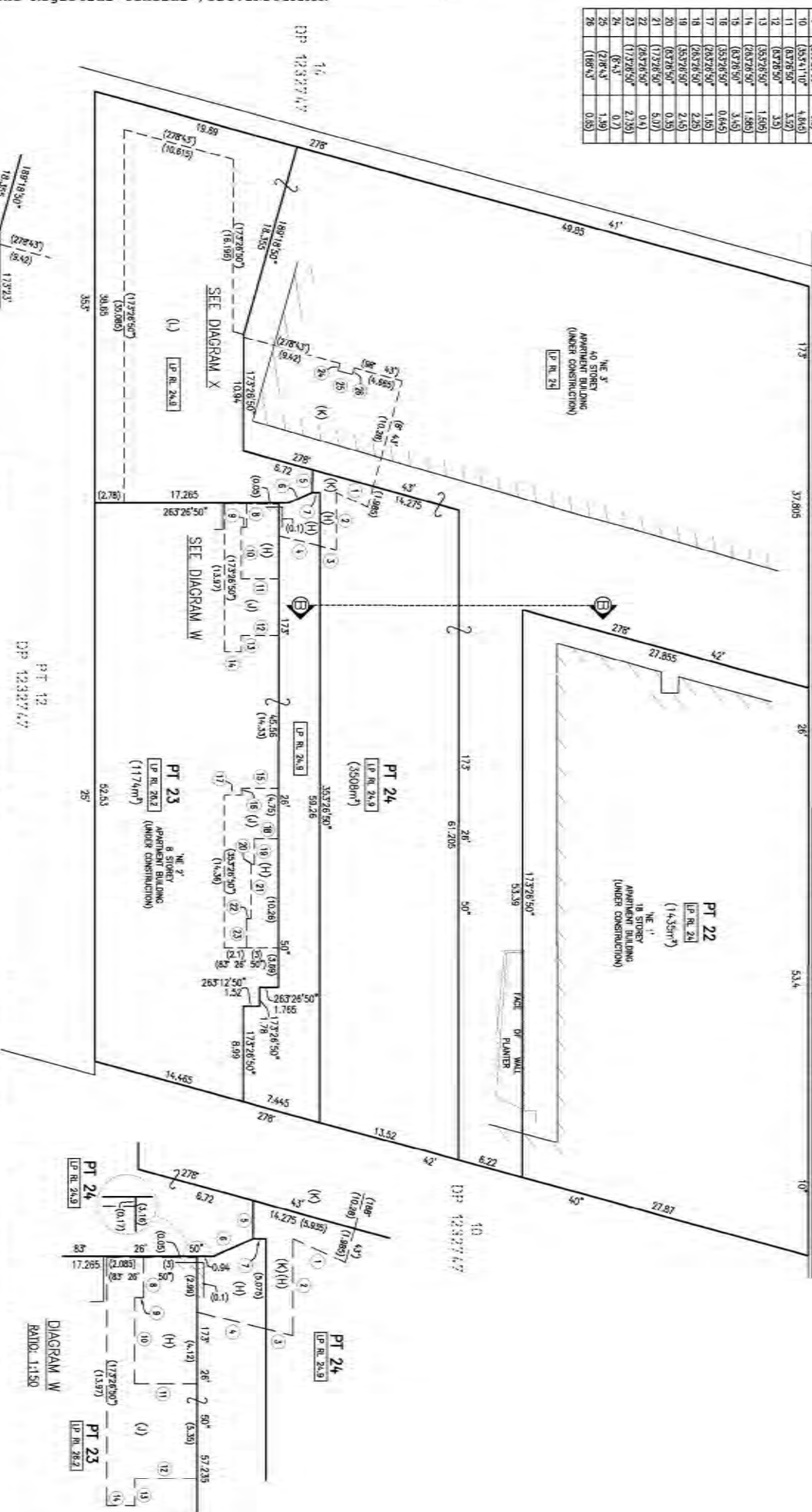


Diagram 2 shows a line segment divided into two parts, 18.55 and 17.73. The ratio of the whole segment to the longer part is 1.50. The ratio of the longer part to the shorter part is 1.03. The ratio of the shorter part to the whole segment is 0.23. The angle between the line segment and the horizontal is 18.50°. The angle between the line segment and the vertical is 71.50°.

SURETOR	PLAN OF SUBDIVISION OF LOT 1
Name: ADAM RICHARDSON	IN DP 123747
Date: 08/05/2018	
Reference: 141109 SUB-AR	

LGA:	SYDNEY
Locality:	HAYMAR
Reduction Ratio:	1:250(A2)
Lengths are in metres.	

REGISTERED
14.03.2019

DP1233929

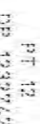
- DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL.

- (H) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (NO.13)
- (J) - EASEMENT TO ACCESS EXHAUST DUCTS VARIABLE WIDTH (LIMITED IN STRUTUM)
- (L) - EASEMENT TO ACCESS AND USE POOL AND AMMENITIES VARIABLE WIDTH (LIMITED IN STRUTUM)

STREET

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 14. LEVEL 8

LEVEL 7

PLAN OF SUBDIVISION OF LOT 11
IN DP 1232747

LGA:	SYDNEY
Locality:	HAYMAF
Reduction Ratio:	1:250(A2)
Lengths are in metres.	

REGISTERED

DP1233929

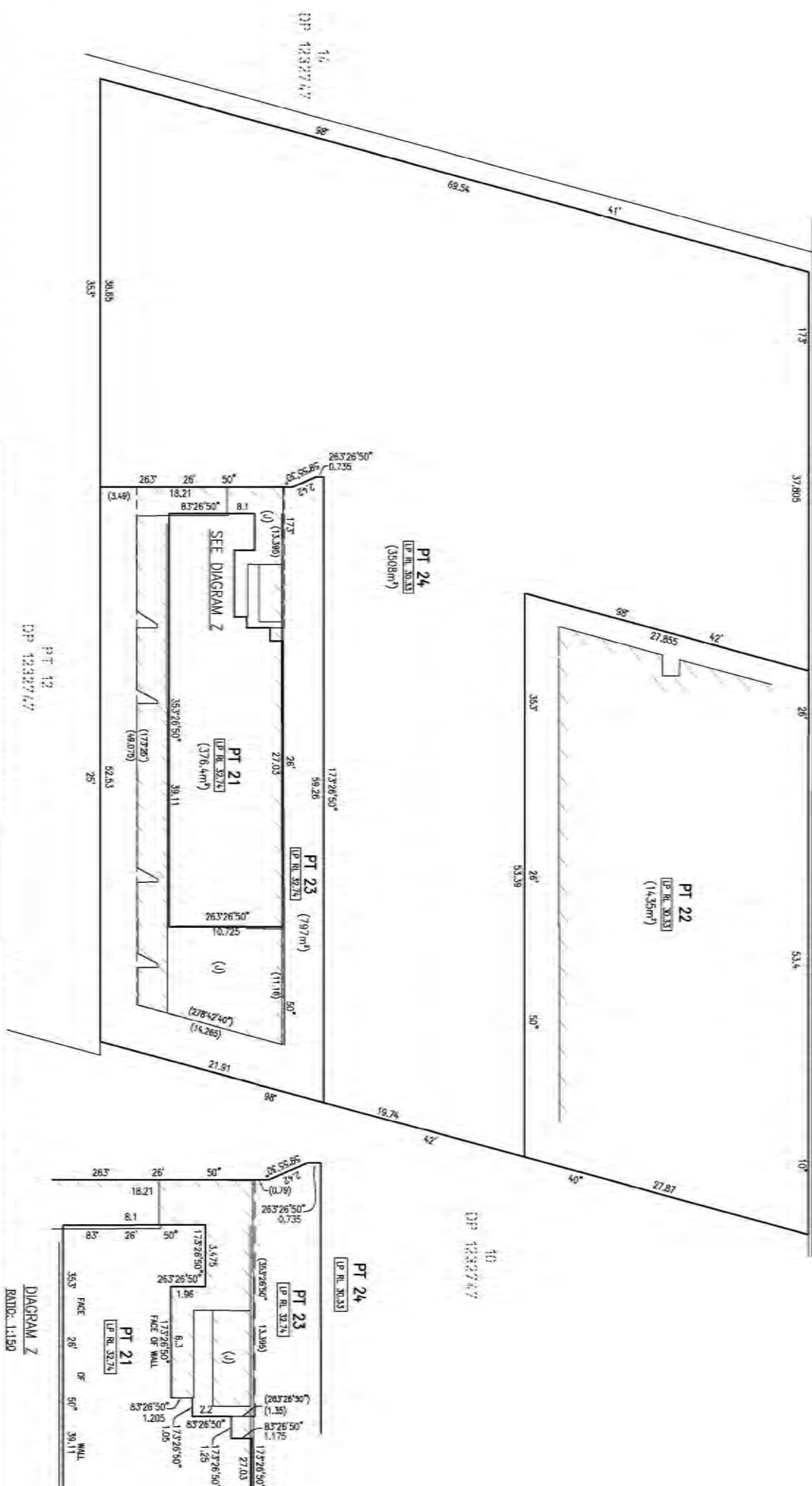
(j) = EASEMENT TO ACCESS EXHAUST DUCTS VARIABLE WIDTH (LIMITED IN STRUTUM)

LEVEL 8

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON SHEET 15 LEVEL 9

EASEMENTS SHOWN ON THIS SHEET ARE LIMITED IN SCOPE TO THE STRUTUM LIMITS OF THE LOTS SHOWN.

STREET



Sheet No. 74 of 16 Sheets

Name: ADAM RICHARDSON

Reference: 141109 SUB-AF

PLAN OF SUBDIVISION OF LOT 1
IN DP 1232747

Locality: HAYMAK

NEURON

DP1233929

X:\14108\14108 Dorrington Square North East Plot\FINAL STRATUM\14108 SUB-AR SH11.dwg

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 16 Sheets

LEVEL 9 - DENOTES LOT IS LIMITED IN DEPTH TO THE LEVEL PLANE AT THE NOTED RL.

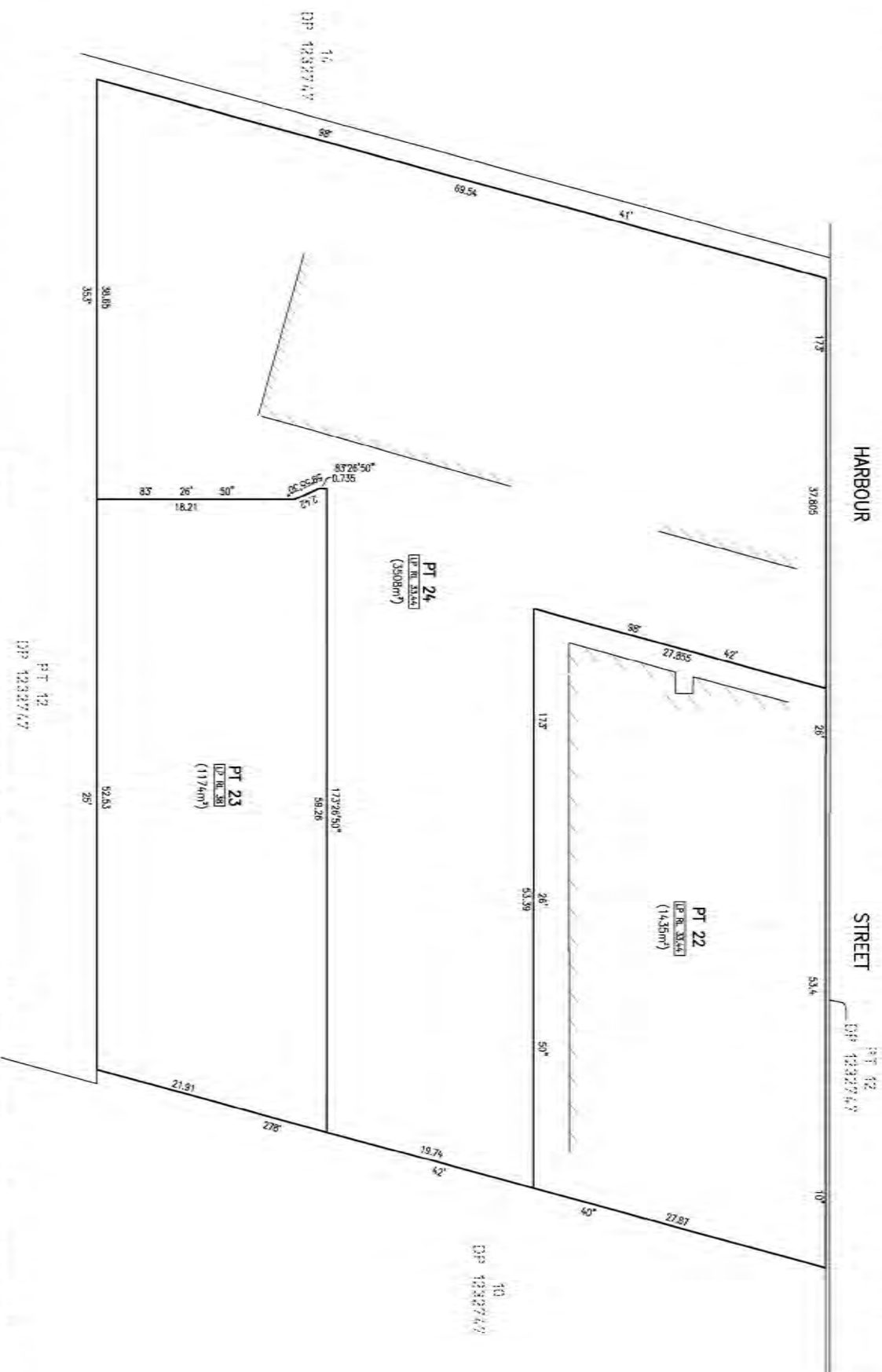
LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND ARE UNLIMITED IN HEIGHT

LEVEL 9 & ABOVE



HARBOUR

STREET



SURVEYOR
 Name: ADAM RICHARDSON
 Date: 08/05/2018
 References: 1:1109 SUB-AR

PLAN OF SUBDIVISION OF LOT 11
 IN DP 1233929

LOCALITY: SPONBY
 LOCALITY: HAYMARKET
 Reduction Ratio: 1:25000
 Lengths are in metres

REGISTERED
 14.03.2019

DP1233929

PLAN FORM 3 (A2)

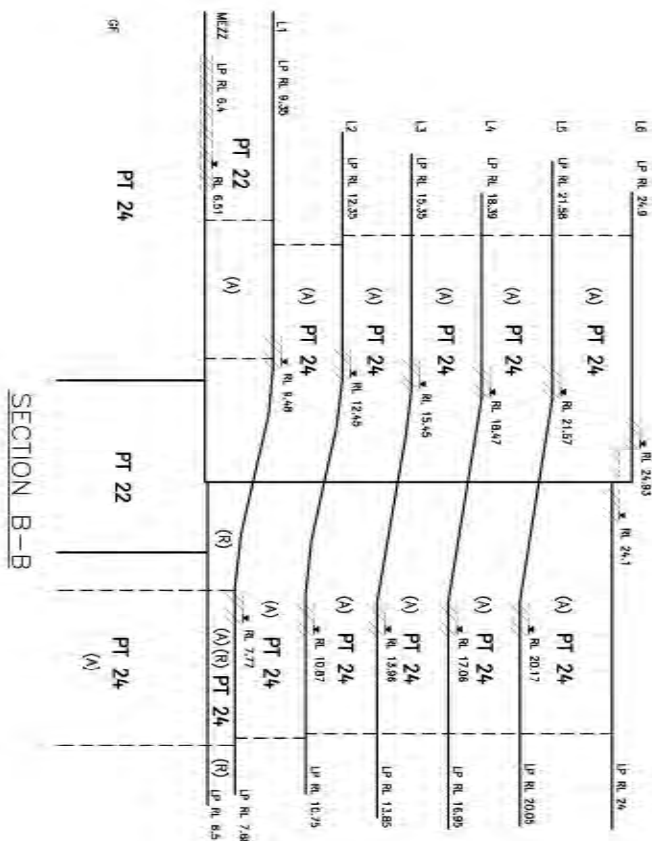
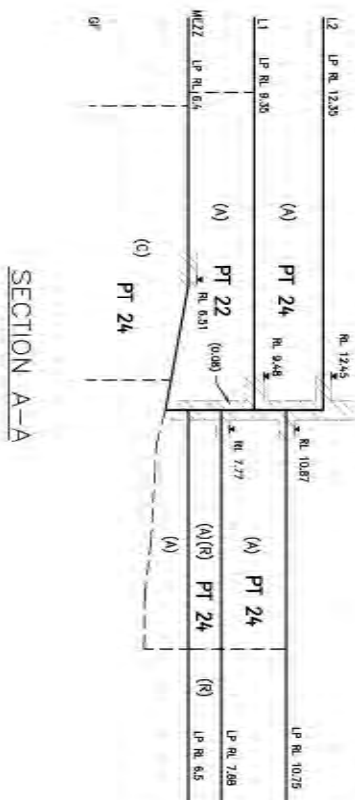
WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 15 Sheets

LEGENDS

- (A) - EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRAIGHT) (MO.S)
- (C) - EASEMENT BICYCLE PARKING VARIABLE WIDTH (LIMITED IN STRAIGHT)
- (R) - EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (LIMITED IN STRAIGHT)

SECTIONS



SURVEYOR
 Name: ADAM RICHARDSON
 Date: 08/05/2018
 Reference: 141109 SUB-AR


PLAN OF SUBDIVISION OF LOT 11
 IN DP 1232747

LOCALITY
 Locality: SPINDY
 Reduction Ratio: 1:15000
 Lengths are in metres

REGISTERED
 14.03.2019

DP1233929

ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
<p>Registered:  14.03.2019</p> <p>Title System: TORRENS</p>		<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1233929</p>	
<p>PLAN OF SUBDIVISION OF LOT 11 IN DP 1232747</p>		<p>LGA: SYDNEY</p> <p>Locality: HAYMARKET</p> <p>Parish: ST ANDREWS</p> <p>County: CUMBERLAND</p>	
<p>Survey Certificate</p> <p>I, <u>ADAM RICHARDSON</u></p> <p>of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on: <u>08-05-2018</u>, or</p> <p>*(b) The part of the land shown in the plan ("being" excluding was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>X-Y</u></p> <p>Type: Urban/Rural</p> <p>The terrain is *Level Undulating / *Steep Mountainous</p> <p>Signature: <u>AD</u> Dated: <u>07-12-18</u></p> <p>Surveyor Identification No: <u>8747</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation</p> <p>DP's <u>1232747</u></p>		<p>Subdivision Certificate</p> <p>I, <u>MICHAEL SOO</u></p> <p>*Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>MS</u></p> <p>Accreditation number: <u>---</u></p> <p>Consent/Authority: <u>CITY OF SYDNEY</u></p> <p>Date of Endorsement: <u>18 JAN 2019</u></p> <p>Subdivision Certificate no: <u>2/2019</u></p> <p>File number: <u>S/2018/62</u></p> <p><small>*Strike through if inapplicable</small></p>	
<p>Surveyor's Reference: <u>141109 SUB-AR</u></p>		<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)																														
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Registered: 14.03.2019</p> <p>PLAN OF SUBDIVISION OF LOT 11 IN DP 1232747</p> <p>Subdivision Certificate No: <u>2/2019</u></p> <p>Date of Endorsement: <u>18 JAN 2019</u></p> </div> <div style="width: 55%; text-align: center;"> <p style="font-size: 2em; font-weight: bold;">DP1233929</p> <p style="font-size: 0.8em;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div> </div>																																
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) 2. EASEMENT FOR SERVICES (WHOLE OF LOT) 3. EASEMENT TO USE FIRE STAIRS & PASSAGES (WHOLE OF LOT) 4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) 5. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) 6. EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (B1) (LIMITED IN STRATUM) 7. EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (B2) (LIMITED IN STRATUM) 8. EASEMENT FOR BICYCLE PARKING VARIABLE WIDTH (C) (LIMITED IN STRATUM) 9. EASEMENT TO USE AMENITIES VARIABLE WIDTH (D) (LIMITED IN STRATUM) 10. EASEMENT TO ACCESS AND USE GREASE ARRESTORS VARIABLE WIDTH (E) (LIMITED IN STRATUM) 11. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (F) (LIMITED IN STRATUM) 12. EASEMENT TO ACCESS LOBBY VARIABLE WIDTH (G) (LIMITED IN STRATUM) 13. EASEMENT FOR ACCESS VARIABLE WIDTH (H) (LIMITED IN STRATUM) 14. EASEMENT TO ACCESS EXHAUST DUCTS VARIABLE WIDTH (J) (LIMITED IN STRATUM) 15. EASEMENT TO ACCESS AND USE COMMUNITY ROOM VARIABLE WIDTH (K) (LIMITED IN STRATUM) 16. EASEMENT TO ACCESS AND USE POOL AND AMENITIES VARIABLE WIDTH (L) (LIMITED IN STRATUM) 17. EASEMENT FOR ACCESS VARIABLE WIDTH (M) (LIMITED IN STRATUM) 18. EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (N) (LIMITED IN STRATUM) 19. EASEMENT FOR GREASE ARRESTOR PUMP OUT & PULPMaster PURPOSES VARIABLE WIDTH (P) (LIMITED IN STRATUM) 20. EASEMENT FOR ACCESS VARIABLE WIDTH (A1) (LIMITED IN STRATUM) 21. EASEMENT TO ACCESS AND USE WASTE COLLECTION ROOM VARIABLE WIDTH (Q) (LIMITED IN STRATUM) 22. EASEMENT TO BIN WASH ROOM VARIABLE WIDTH (S) (LIMITED IN STRATUM) 23. EASEMENT FOR FUTURE SERVICES VARIABLE WIDTH (R) (LIMITED IN STRATUM) 24. RESTRICTION ON THE USE OF LAND (RESIDENTIAL USE) 25. RESTRICTION ON THE USE OF LAND (CAR SPACES AND STORAGE SPACES) 26. RESTRICTION ON THE USE OF LAND (COMMON PROPERTY PARKING) 27. POSITIVE COVENANT (FLOOR SPACE RATIO) 																																
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">LOT</th> <th style="width: 15%;">STREET NUMBER</th> <th style="width: 20%;">STREET NAME</th> <th style="width: 15%;">STREET TYPE</th> <th style="width: 40%;">LOCALITY</th> </tr> </thead> <tbody> <tr> <td>21</td> <td>2</td> <td>LITTLE HAY</td> <td>STREET</td> <td>HAYMARKET</td> </tr> <tr> <td>22</td> <td>83</td> <td>HARBOUR</td> <td>STREET</td> <td>HAYMARKET</td> </tr> <tr> <td>23</td> <td>10</td> <td>NICOLLE</td> <td>WALK</td> <td>HAYMARKET</td> </tr> <tr> <td>24</td> <td>81</td> <td>HARBOUR</td> <td>STREET</td> <td>HAYMARKET</td> </tr> <tr> <td>25</td> <td>4</td> <td>NICOLLE</td> <td>WALK</td> <td>HAYMARKET</td> </tr> </tbody> </table>			LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY	21	2	LITTLE HAY	STREET	HAYMARKET	22	83	HARBOUR	STREET	HAYMARKET	23	10	NICOLLE	WALK	HAYMARKET	24	81	HARBOUR	STREET	HAYMARKET	25	4	NICOLLE	WALK	HAYMARKET
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY																												
21	2	LITTLE HAY	STREET	HAYMARKET																												
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If space is insufficient use additional annexure sheet																																
<p>SURVEYORS REFERENCE: 141109 SUB-AR</p>																																

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div>Registered: 14.03.2019</div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div>	<div style="font-size: 2em; font-weight: bold;">DP1233929</div>	
PLAN OF SUBDIVISION OF LOT 11 IN DP 1232747	<div style="font-size: small;">This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Subdivision Certificate No: <u>2/2019</u> Date of Endorsement: <u>18 JAN 2019</u>		
<div style="font-size: small;">Certified correct for the purposes of the <i>Real Property Act 1900</i></div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Signed by <u>SAM ROMANUK</u></p> <p>as delegate on behalf of Place Management NSW</p> <p>ABN 51 437 725 177 but not so as to incur any personal liability in the presence of:</p> <div style="margin-top: 20px;"> <p>Signature of witness</p> </div> <div style="margin-top: 10px;"> <p><u>NICHOLAS LEUNG</u></p> <p>Name of witness (please print)</p> </div> <div style="margin-top: 20px;"> <p><u>UNIT 10, 12 WOLSELEY ST</u></p> <p>Address of witness</p> </div> </div> <div style="width: 45%;"> <div style="margin-top: 20px;"> <p>Signature of authorised delegate</p> </div> <div style="margin-top: 10px;"> <p><u>SAM ROMANUK</u></p> <p>Name of authorised delegate (please print)</p> </div> <div style="margin-top: 20px;"> <p><u>CEO</u></p> <p>Title of delegate</p> </div> </div> </div> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Executed on behalf of the City of Sydney by its Authorised Delegate pursuant to Sec 377 of the Local Government Act 1993</p> </div> <div style="width: 45%;"> <p>I certify that I am an eligible witness and that the delegate signed in my presence</p> </div> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Name: _____</p> <p>Position: _____</p> </div> <div style="width: 45%;"> <p>Name: _____</p> <p>Address: _____</p> </div> </div>		
If space is insufficient use additional annexure sheet		
SURVEYORS REFERENCE: 141109 SUB-AR		

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

Lengths are in metres

(Sheet 1 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1231747~~ 1231747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

Part 1 – Creation

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for support and shelter (whole of lot)	21	22, 23, 24, 25
		22	21, 23, 24, 25
		23	21, 22, 24, 25
		24	21, 22, 23, 25
		25	21, 22, 23, 24
2.	Easement for services (whole of lot)	21	22, 23, 24, 25
		22	21, 23, 24, 25
		23	21, 22, 24, 25
		24	21, 22, 23, 25
		25	21, 22, 23, 24
3.	Easement to use fire stairs and passages (whole of lot)	21	22, 23, 24, 25
		22	21, 23, 24, 25
		23	21, 22, 24, 25
		24	21, 22, 23, 25
		25	21, 22, 23, 24
4.	Easement to access shared facilities (whole of lot)	21	22, 23, 24, 25
		22	21, 23, 24, 25
		23	21, 22, 24, 25
		24	21, 22, 23, 25

all

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

Lengths are in metres

(Sheet 2 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~DP1233929~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

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:
		25	21, 22, 23, 24
5.	Easement for access variable width (A) (limited in stratum)	21	22, 23, 24, 25
		22	21, 23, 24
		24	21, 22, 23, 25
		25	21, 22, 23, 24
6.	Easement to access and use loading dock variable width (B1) (limited in stratum)	24	21, 22, 23
7.	Easement to access and use loading dock variable width (B2) (limited in stratum)	24	21, 22, 23, 25
8.	Easement for bicycle parking variable width (C) (limited in stratum)	24	21, 22, 23, 25
9.	Easement to use amenities variable width (D) (limited in stratum)	21	25
		25	21, Lot 13 DP1232747
10.	Easement to access and use grease arrestors variable width (E) (limited in stratum)	24	21
11.	Easement for public access variable width (F) (limited in stratum)	21	Council of the City of Sydney
12.	Easement to access lobby variable width (G) (limited in stratum)	24	22
13.	Easement for access variable width (H) (limited in stratum)	23, 24	21
14.	Easement to access exhaust ducts variable width (J) (limited in stratum)	23, 24	21

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

Lengths are in metres

(Sheet 3 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1234747~~ 1233747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

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:
15.	Easement to access and use community room variable width (K) (limited in stratum)	24	22, 23
16.	Easement to access and use pool and amenities variable width (L) (limited in stratum)	24	22, 23
17.	Easement for access variable width (M) (limited in stratum)	21, 23, 24	Lot 13 DP1232747
18.	Easement to access and use loading dock variable width (N) (limited in stratum)	24	Lot 13 DP1232747
19.	Easement for grease arrestor pump out and pulpmaster purposes variable width (limited in stratum) (P)	25	21
20.	Easement for access variable width (A1) (limited in stratum)	23	24
21.	Easement to Access and Use Waste Collection Room Variable Width (Q) (limited in stratum)	24	22, 23
22.	Easement to Bin Wash Room Variable Width (S) (limited in stratum)	24	21, 22, 23
23.	Easement for Future Services Variable Width (R) (limited in stratum)	24	21
24.	Restriction on the use of land (residential use)	22, 23, 24	Council of the City of Sydney
25.	Restriction on the use of land (car spaces and storage spaces)	21, 22, 23, 24, 25	Council of the City of Sydney
26.	Restriction on the use of land (common property parking)	21, 22, 23, 24, 25	Council of the City of Sydney
27.	Positive covenant (floor space ratio)	21, 22, 23, 24, 25	Council of the City of Sydney

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

Lengths are in metres

(Sheet 4 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan
~~4237747~~ 123 2747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

Part 2 – Terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Meaning
Act	the <i>Conveyancing Act 1919</i> (NSW).
Authorised User	every other person authorised 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 without limitation: <ol style="list-style-type: none">the Building Management Committee; andthe tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the Grantee or the Grantor.
Authority	a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
Building Management Committee	any building management committee constituted under the Strata Management Statement.
Council	the Council of the City of Sydney and its successors.
Development Act	the <i>Strata Schemes Development Act 2015</i> (NSW).
Easement Site	in relation to an easement, positive covenant and restriction on use in this instrument: <ol style="list-style-type: none">the site of that easement, positive covenant and restriction on use as identified on the Plan; andall items within the site of the easement, positive covenant and restriction on use as identified on the Plan which are the subject of

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

Lengths are in metres

(Sheet 5 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

Term	Meaning
	the easement, positive covenant and restriction on use.
Environmental Planning Instrument	any environmental planning instrument made under the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> .
Final Subdivision Plan	a strata plan of subdivision in relation to the whole of Lot 24 in DP1233929.
Grantee	1 the Owner of a Lot Benefited; and 2 an Authority benefited.
Grantor	the Owner of a Lot Burdened.
Grease Arrestors	the tank, vents, pipes, conduits and valves and other equipment associated with the use, operation, maintenance, repair or replacement of the grease arrestor.
Kitchen Exhaust	the air plenum for kitchen exhaust systems and all pipes, ducts, vents, filters, conduit tracks, cables, risers and other services or equipment (including fans as applicable) associated with the use, operation, maintenance, repair or replacement of the kitchen exhaust systems.
Long Term Lease	a lease for a term of greater than 50 years when it was granted.
Lot	the meaning given to that term in the Strata Management Statement.
Lot Benefited	a Lot benefited by an easement, positive covenant or restriction on use in this instrument.
Lot Burdened	a Lot burdened by an easement, positive covenant or restriction on use in this instrument.
Occupier	the meaning given to that term in the Strata Management Statement.

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

Lengths are in metres

(Sheet 6 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan
~~123447~~ 1233929
 Subdivision Certificate No.: 2/2019
 Place Management NSW ABN 51 437 725 177
 Level 6, 66 Harrington Street
 Sydney NSW 2000

Full name and address of proprietor of the land:

Term	Meaning
Owner	1 if a Lot has been subdivided by a Strata Plan, the Owners Corporation; 2 if a Long Term Lease has been granted in respect of the Lot, the holder of that Long Term Lease; or 3 if a Long Term Lease has not been granted in respect of the Lot, the owner of the freehold of the Lot.
Owners Corporation	an owners corporation for a Strata Scheme.
Services	includes those services defined in section 196L of the Act and: <ol style="list-style-type: none"> the supply of water (potable and non-potable), gas, recycled water, electricity, refrigerant pipework, condenser units or artificially heated or cooled air; fire safety or control services; the provision of sewerage and drainage, including for stormwater; fibre, cable, telephone, radio, television or other transmission means; security systems; mechanical ventilation, including exhaust and air-conditioning; and any other facility, supply or transmission.
Plan	the plan of stratum subdivision to which this instrument relates.
Pulpmaster	the plant and equipment associated with the conversion of organic waste into liquid organic waste.
Pool	has the meaning given to that term in the Strata Management Statement
Shared Facility	the meaning given to that term in the Strata Management Statement.
Strata Management Statement	a strata management statement registered according to Division 5A of Part 2 of the Development Act which applies to any and all of the Lots in the Plan (or any Lots created upon further subdivision of a Lot in the Plan) from time to time.

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

Lengths are in metres

(Sheet 7 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~#234747~~ 1232347

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

Term	Meaning
Strata Plan	a strata plan registered under the Development Act.
Strata Scheme	a strata scheme created on registration of a Strata Plan.

1.2 References to certain terms

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

- (a) **(reference to any thing)** a reference to any thing is a reference to the whole or each part of it;
- (b) **(reference to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacement of them;
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(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, positive covenant or restriction on use in this instrument which requires a Grantee or Grantor to maintain or repair an Easement Site or a Lot Burdened or anything in an Easement Site or a Lot Burdened is a positive covenant according to section 88BA of the Act.

2 General provisions

2.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument, except where the contrary intention is expressed.

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

Lengths are in metres

(Sheet 8 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

2.2 Covenants and agreements

- (a) The easements, positive covenants and restrictions on use, including in this clause and clauses 3 and 4, in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:
- (1) 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
 - (2) 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.
- (b) 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.

2.3 Release

The Grantee and its Authorised Users enter upon the Lot Burdened at their own risk and the Grantee hereby releases the Grantor from all damage, expense, loss, claims or liability of any nature that may arise in respect of any accident or damage to property or death or injury to any person entering upon the Lot Burdened under the terms of this instrument unless the damage, expense, loss, claim or liability is caused or contributed to by the act, negligence or omission of the Grantor.

2.4 Indemnity

- (a) The Grantee agrees to indemnify the Grantor against all damage, expense, loss, claims or liability of any nature suffered or incurred by the Grantor arising from or in consequence of the exercise of rights under an easement, positive covenant or restriction on use in this instrument by the Grantee and any of its Authorised Users including but not limited to:
- (1) damage to the Lot Burdened, except fair wear and tear; and
 - (2) damage to any property of the Grantor or any other person; and
 - (3) injury to any person on or near the Lot Burdened.
- (b) However, the Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability is caused or contributed to by the act, omission or negligence of the Grantor.

2.5 Notice to owner

If a notice to the Grantor is required to be given under this instrument, that notice must also be given to the Occupier of the Lot Burdened. If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan
~~1231747~~ 123 2747
Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

2.6 Place Management NSW

Place Management NSW (in its capacity as Grantee) is excluded from giving the Grantee's indemnity under clause 2.4 if a Long Term Lease has been granted over the relevant land.

2.7 Access to the Easement Site

The Grantee acknowledges and agrees that access to the car park within the Lot Burdened may be regulated by security devices (including but not limited to proximity access cards). The Grantor agrees to provide the Grantee and its Authorised Users with security access devices as necessary (at the Grantee's cost) to allow the Grantee and its Authorised Users to exercise rights and comply with obligations under the easement.

2.8 Variation and modification

The Grantee is empowered to release and, with the consent of the Grantor, vary or modify any of the easements.

3 Complying with this instrument and the Strata Management Statement

3.1 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 and the Strata Management Statement.

3.2 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.

3.3 Complying with the Strata Management Statement

For each easement, positive covenant and restriction on use in this instrument, the Grantee who is required to comply with the 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 which applies to the Lot Burdened.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1234747~~ 1233747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

4 Effect of the Strata Management Statement

4.1 Application of this clause

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

4.2 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 its Authorised User, the rules must be consistent with the easement, covenant or restriction and any Strata Management Statement.

4.3 Complying with obligations

If a Strata Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Strata Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use its reasonable endeavours to ensure that the person complies with these obligations.

4.4 Apportionment of costs

If a Strata Management Statement regulates the apportionment of costs in relation to an easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the easement and a Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

5 Terms of easement for support and shelter numbered 1 in the Plan

5.1 Grant

- (a) The Grantor grants the Grantee and its Authorised Users an easement for subjacent and lateral support and shelter in any direction of those parts of the building or other improvements now or in the future erected or constructed on the Lot Benefited by those parts of the Lot Burdened and any structures erected or constructed on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.
- (b) Subject to clause 5.2, the Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing,

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~4234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened.

5.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (d) except in an emergency, give the Grantor reasonable notice of its intention to enter the Lot Burdened.

6 Terms of easement for services numbered 2 in the Plan

6.1 Grant

Subject to the terms of this easement, an easement for services in the terms of section 196L of the Act is created in respect of all wires, cables, conduits, equipment and other structures and things relating to Services and drainage (as defined in section 196L) which pass through or are situated in the Lot Burdened and service the Lot Benefited as at the date of registration of the Final Subdivision Plan.

6.2 Variations to Conveyancing Act provisions

The provisions of Schedule 8B of the Act are varied as follows:

- (a) a Grantee and its Authorised Users may enter any Lot Burdened by this easement for the purposes of accessing any of the Services that the Grantee benefits from in accordance with this easement, including if that Service is located on the Lot Burdened being access or another Lot Burdened, provided the Grantee and its Authorised Users comply with the balance of the terms of this easement;
- (b) except in an emergency, a Grantee and its Authorised Users must give the Grantor or its nominee at least 48 hours' notice of their intention to enter the Lot Burdened;

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

Lengths are in metres

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Plan of Subdivision of Lot 11 in Deposited Plan

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Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

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Level 6, 66 Harrington Street

Sydney NSW 2000

- (c) if required by the Grantor, when exercising rights or complying with obligations a Grantee and its Authorised Users must be accompanied by and comply with the directions of the Grantor's nominee;
- (d) in an emergency, a Grantee and its Authorised Users must give the Grantor notice of access to the Lot Burdened as soon as practicable;
- (e) a Grantee and its Authorised Users must not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupant of the Lot Burdened (except in an emergency);
- (f) except where prior arrangements have been made with the Grantor or in an emergency, the Grantee and its Authorised Users must not disrupt any Service to the Lot Burdened in circumstances where the Grantor or occupant of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened; and
- (g) except as provided for in clause 6.3, the Grantee and its Authorised Users must not carry out any works to the structure of any buildings and infrastructure located on the Lot Burdened unless:
 - (1) the Grantor gives its approval to the works proposed to be carried out (which approval must not be unreasonably withheld or delayed);
 - (2) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor; and
 - (3) the Grantee ensures that the recommendations of the structural engineer or services engineer are carried out.

6.3 Attachments of a minor nature

Clause 6.2(g) does not apply to attachments of a minor nature that do not affect the structural integrity of the building, Shared Facilities or infrastructure located on the Lot Burdened (for example, attaching a pipe to existing Services).

6.4 Making rules

Subject to clause 4.2, the Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

6.5 Additional requirements when exercising rights

When exercising its rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) ensure that any person carrying out works on Services on their behalf is qualified or licensed (if a licence is required at law) to do those works;
- (b) ensure that all work is:
 - (1) done properly and in accordance with requirements of Authorities (if applicable); and

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Plan of Subdivision of Lot 11 in Deposited Plan
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Full name and address of proprietor of the land:

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- (2) completed as quickly as practicable;
- (c) repair damage which they cause to a Service owned by the Grantor located in the Lot Burdened;
- (d) restore the Lot Burdened as nearly as practicable to its former condition;
- (e) make good any collateral damage;
- (f) comply with any rules made by the Grantor in accordance with clause 6.4 ("Making Rules") and any relevant requirements under the Strata Management Statement; and
- (g) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

6.6 Effect of a subdivision

If a Strata Plan subdividing any Lot Burdened is registered resulting in the creation of an easement for services under section 9 of the Development Act:

- (a) the provisions of Schedule 1 of the Development Act are varied as set out in clause 6.2 of this easement; and
- (b) if there is an inconsistency between the terms of this easement and the easement created under section 9 of the Development Act, then to the extent of that inconsistency the terms of the easement under section 9 of the Development Act apply.

6.7 Maintaining Services

Subject to any contrary requirements under a Strata Management Statement, the Grantee must maintain its own Services.

6.8 Additional Obligations:

The Grantee:

- (a) acknowledges that some of the Services under this easement are being used in common with the Grantor; and
- (b) must not interfere with any of the Services for the Lot Burdened located within the Easement Site from time to time.

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

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Plan of Subdivision of Lot 11 in Deposited Plan

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Full name and address of proprietor of the land:

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Level 6, 66 Harrington Street

Sydney NSW 2000

7 Terms easement to use fire stairs and passages numbered 3 in the Plan

7.1 Grant

The Grantor grants the Grantee and its Authorised Users the right to enter and pass through those parts of the Lot Burdened required for the purpose of evacuating the Lot Benefited in an emergency or for fire drill purposes.

7.2 Requirements when exercising rights

When exercising rights and complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened; and
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage).

8 Terms of easement to access shared facilities numbered 4 in the Plan

8.1 Grant

Subject to the terms of this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass over the Lot Burdened at any time by foot, for the purposes of accessing any Shared Facilities located within the Lot Burdened which the Grantee is entitled to use under the Strata Management Statement.

8.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;

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Plan of Subdivision of Lot 11 in Deposited Plan

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Subdivision Certificate No.: 2/2019

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- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) comply with any rules made by the Grantor in accordance with clause 8.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

8.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

9 Terms of easement for access numbered 5 in the Plan

9.1 Grant

- (a) Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to enter, pass and repass over the Easement Site:
 - (1) on foot;
 - (2) with wheelchairs and other disabled access aids;
 - (3) with motor vehicles for the purposes of access car parking spaces within the Lot Burdened, provided the Grantee and its Authorised Users navigate through the Easement Site across with the reasonably identified driveways and comply with any reasonable signage or directions in relation to the use of such driveways;
 - (4) (subject to clause 9.1(a)(3)) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired or animals permitted by an Owners Corporation and which are accompanied by an Owner or Occupier and the transport and movement by hand or carrying (and not by riding or wearing) of bicycles, skateboards, scooters, rollerblades or similar items); and
 - (5) with or without material, tools and equipment,
- (b) for the purpose of accessing the Lot Burdened and the sites of those easements which benefit the Lot Benefited.

9.2 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

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Level 6, 66 Harrington Street

Sydney NSW 2000

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) comply with any rules made by the Grantor in accordance with clause 9.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

9.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

10 Terms of easement to access and use loading dock (B1) numbered 6 in the Plan

10.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to:

- (a) enter, pass and repass over the Lot Burdened (with or without vehicles) at any time for the purposes of accessing the Easement Site located within the Lot Burdened which the Grantee is entitled to use under the Strata Management Statement; and
- (b) use the Easement Site for the purposes of loading and unloading motor vehicles.

10.2 Requirements when exercising rights

When exercising rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:

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

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

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Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

- (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
- (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) comply with any rules made by the Grantor in accordance with clause 10.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

10.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

11 Terms of easement to access and use loading dock (B2) numbered 7 in the Plan

11.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to:

- (a) enter, pass and repass over the Lot Burdened (with or without vehicles) at any time for the purposes of accessing the Easement Site located within the Lot Burdened which the Grantee is entitled to use under the Strata Management Statement; and
- (b) use the Easement Site for the purposes of loading and unloading motor vehicles.

11.2 Requirements when exercising rights

When exercising rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) comply with any rules made by the Grantor in accordance with clause 10.3; and

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

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Level 6, 66 Harrington Street

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- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

11.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

12 Terms of easement for bicycle parking numbered 8 in the Plan

12.1 Grant

The Grantor grants the Grantee and its Authorised Users the right to:

- (a) park bicycles in the Easement Site on the conditions in this easement and in conjunction with the Grantor; and
- (b) lock and secure bicycles to bicycle racks in the Easement Site (if any).

12.2 Requirements when exercising rights

When exercising rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) comply with any rules made by the Grantor in accordance with clause 11.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

12.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

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Sydney NSW 2000

12.4 Security

The Grantor is not responsible for any loss, damage or theft of bicycles in the Easement Site.

13 Terms of easement to use amenities numbered 9 in the Plan

13.1 Grant

The Grantor grants the Grantee and its Authorised Users the right to:

- (a) enter, pass and repass over the Lot Burdened at any time for the purposes of accessing the Easement Site for use in accordance with this clause 12; and
- (b) use the public amenities and staff amenities for the only purposes that they were designed for.

13.2 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) comply with any rules made by the Grantor in accordance with clause 12.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

13.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

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14 Terms of easement to access and use Grease Arrestors numbered 10 in the Plan

14.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to:

- (a) cause the drainage system installed on the Lot Benefited to be connected to the Grease Arrestor;
- (b) enter, pass and repass over the Lot Burdened at any time for the purpose of accessing the Easement Site for use in accordance with this clause 13;
- (c) enter and remain (for the periods reasonably necessary) on the Easement Site in order to operate, pump, inspect, maintain, repair and replace the Grease Arrestors located under the Lot Burdened; and
- (d) use the Easement Site for the purposes that it was designed for.

14.2 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) comply with any rules made by the Grantor in accordance with clause 13.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

14.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

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

Lengths are in metres

(Sheet 21 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~4284747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

15 Terms of easement for public access numbered 11 on the Plan

15.1 Definitions

For the purposes of this easement, the following words have the following meanings unless the contrary intention appears:

- (a) **"Authorised User"** means the licensees, invitees, customers and patrons of the Proprietor of the Lot Benefited;
- (b) **"Easement"** means this easement;
- (c) **"Easement Site"** means that site of the Easement identified in the Plan;
- (d) **"Instrument"** means this section 88B instrument;
- (e) **"Lot Benefited"** means the Authority having the benefit of an Easement;
- (f) **"Lot Burdened"** means the whole or any part of a lot having the burden of an Easement;
- (g) **"Occupier"** means each lessee or licensee from time to time (including each subordinate lessee or licensee);
- (h) **"Plan"** means the plan to which this Instrument relates;
- (i) **"Proprietor of the Lot Benefited"** means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the Lot Benefited, including without limitation any freehold or leasehold estate or interest in possession in the Lot Benefited and each part of the Lot Benefited; and
- (j) **"Proprietor of the Lot Burdened"** means every person (which term includes a corporation) who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened.

15.2 Grant

- (a) Subject to the terms of this easement, an easement for public access variable width (F) (Limited in Stratum) is created as at the date of registration of the Final Subdivision Plan and the easement will be extinguished at the termination or early determination of the first Long Term Lease to be granted over the Lot Burdened by the Grantee after registration of the Plan, as lessor.
- (b) Subject to clause , the Proprietor of the Lot Benefited and its Authorised Users may pass and repass over the Lot Burdened at all times and only within the Easement Site:
 - (1) on foot;
 - (2) with wheelchairs or other disabled access aids; and
 - (3) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

15.3 Retail uses

Despite clause 15.2, the Proprietor of the Lot Burdened may at all times and any times install or place in the Easement Site appropriate street furniture or any items related with retail uses of the Lot Burdened including tables, seating, umbrellas, signage, lighting, displays, wind breaks and heaters, provided that at all times the Proprietor of the Lot Benefited will have the benefit of at least one single clear access way of no less than 1.5 metres in width within the Easement Site on the terms set out in this clause.

15.4 Reservations

The Proprietor of the Lot Burdened, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) Authorised Users if that Authorised User:

- (a) is not adequately clothed;
- (b) is drunk or under the influence of drugs;
- (c) loiters or causes excessive noise;
- (d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened;
- (e) is creating any inconvenience, disturbance or damage to the Proprietor of the Lot Burdened, the Lot Burdened and any Occupier of the Lot Burdened;
- (f) is behaving in a manner likely to cause alarm, offence or embarrassment to persons on the Lot Burdened;
- (g) soils or leaves litter on the Easement Site;
- (h) causes or is acting in a manner that is reasonably likely to cause damage to the Lot Burdened and any improvements on it; or
- (i) does not comply with any rules made by the Proprietor of the Lot Benefited in relation to the use and enjoyment of the Easement Site.

16 Terms of easement to access lobby numbered 12 in the Plan

16.1 Grant

Subject to clauses 15.2 and 15.2(b), the Grantee and its Authorised Users may use the Easement Site and pass and repass over the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired or animals permitted by an Owners Corporation and which are accompanied by an Owner or Occupier),

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~4234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

to access and use and enjoy the Easement Site in accordance with this easement, the provisions of the Strata Management Statement and any rules made by the Building Management Committee

16.2 Conditions of use

- (a) The Grantee and its Authorised Users may use the Easement Site, subject to any rules of operation for Easement Site reasonably determined by the Grantor or the Building Management Committee from time to time.
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:
 - (1) is not adequately clothed;
 - (2) is drunk or under the influence of drugs;
 - (3) loiters or causes excessive noise;
 - (4) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
 - (5) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- (c) When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:
 - (1) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
 - (2) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (3) make good any collateral damage.

16.3 Strata Management Statement

- (a) A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (b) A Strata Management Statement may regulate the apportionment of costs in relation to this easement.
- (c) The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this easement.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~4234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

17 Terms of easement for access numbered 13 in the Plan

17.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to enter, pass and repass over the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired or animals permitted by an Owners Corporation and which are accompanied by an Owner or Occupier),

to access and use and enjoy the Easement Site in accordance with this easement, the provisions of the Strata Management Statement and any rules made by the Building Management Committee

17.2 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) comply with any rules made by the Grantor in accordance with clause 16.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

17.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~4284747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

18 Terms of easement to access kitchen exhaust ducts numbered 14 in the Plan

18.1 Grant

The Grantee and its Authorised Users may:

- (a) erect, install, maintain, repair or replace Kitchen Exhaust systems services within the Easement Site;
- (b) utilise the Kitchen Exhaust services located within the Easement Site by connecting to those Kitchen Exhaust services; and
- (c) do anything reasonably necessary for the above purposes, including:
 - (1) entering the Lot Burdened;
 - (2) taking anything on to the Lot Burdened; and
 - (3) carrying out work, such as constructing, placing, installing, repairing, using, operating, maintaining, examining, re-laying, altering, renewing, cleaning, replacing, enhancing, adding to or removing pipes, poles, wires, cables, ducts, conduits, structures and equipment.

18.2 Requirements before exercising rights

Before exercising any rights under this easement, the Grantee and its Authorised Users must:

- (a) except in an emergency, give the Grantor not less than 48 hours' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give the Grantor notice of access to the Lot Burdened as soon as practicable;
- (b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the Grantor's nominee; and
- (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any Service to the Lot Burdened in circumstances where the Grantor or Occupier of the Lot Burdened may suffer interruption to the business or commercial activities lawfully conducted on the Lot Burdened.

18.3 Requirements when exercising rights

In exercising rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) ensure that all work is:
 - (1) done properly and in accordance with the requirements of any Authority (if relevant); and
 - (2) completed as quickly as practicable;

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan
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Full name and address of proprietor of the land:

- (b) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (c) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (d) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (e) not interfere with the structural integrity of any buildings or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld.

18.4 Redevelopment

- (a) If any part of the Lot Burdened is redeveloped or developed, the Grantor may relocate the Easement Site if:
 - (1) the new easement provides Kitchen Exhaust services to the Lot Benefited on the same terms as this easement; and
 - (2) the new easement is in a location that is at least as favourable to the Grantee, in the Grantor's reasonable option, as the existing easement.
- (b) If the easement is relocated under this clause 17.4, the Grantor may require this easement to be surrendered and a new easement to be registered with a plan showing the location of the new easement. In this event, the Grantee must surrender this easement and the Grantor must pay all costs associated with:
 - (1) the costs of any survey plan required for the new easement; and
 - (2) the registration fees for the surrender of this easement and lodgement of the new easement.

19 Terms of easement to access and use community room numbered 15 in the Plan

19.1 Grant

The Grantee and Authorised Users may pass and repass at all times over the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and


Council Authorised Delegate
CITY OF SYDNEY  

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1233929~~ 1233929

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

- (c) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired),

to access and use and enjoy the community room in accordance with this Easement, the provisions of a Strata Management Statement and any rules made by the Building Management Committee from time to time.

19.2 Conditions of use

- (a) If part of the Easement Site includes a lift then, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor or the Building Management Committee from time to time, the Grantee and Authorised Users can use the lift.
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) the Grantee and Authorised Users if that Grantee or Authorised User:
- (1) is not adequately clothed;
 - (2) is drunk or under the influence of drugs;
 - (3) loiters or causes excessive noise;
 - (4) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
 - (5) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- (c) When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:
- (1) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
 - (2) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (3) make good any collateral damage.

19.3 Strata Management Statement

- (a) A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (b) A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (c) The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1231747~~ 1231747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

20 Terms of easement to access and use pool and amenities numbered 16 in the Plan

20.1 Grant

The Grantee and Authorised Users may pass and repass at all times over the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired),

to access and use the Pool in accordance with this easement, the provisions of a Strata Management Statement and any rules made by the Building Management Committee from time to time.

20.2 Conditions of use

- (a) If part of the Easement Site includes a lift then, subject to availability of the lift and any rules of operation for the lift reasonably determined by the Grantor or the Building Management Committee from time to time, the Grantee and Authorised Users can use the lift.
- (b) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) the Grantee and Authorised Users if that Grantee or Authorised User:
 - (1) is not adequately clothed;
 - (2) is drunk or under the influence of drugs;
 - (3) loiters or causes excessive noise;
 - (4) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or
 - (5) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.
- (c) When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:
 - (1) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened; and
 - (2) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and
 - (3) make good any collateral damage.


Council Authorised Delegate
CITY OF SYDNEY  

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1231747~~ 123 2747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

20.3 Strata Management Statement

- (a) A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.
- (b) A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.
- (c) The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

21 Terms of easement for access numbered 17 in the Plan

Subject to clauses 20.2 and 20.3, the Grantee and its Authorised Users may use the Easement Site and pass and repass over the Easement Site:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired or animals permitted by an Owners Corporation and which are accompanied by an Owner or Occupier),

to access the Lot Burdened within the Easement Site in accordance with this easement, the provisions of the Strata Management Statement and any rules made by the Building Management Committee

21.2 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) comply with any rules made by the Grantor in accordance with clause 20.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

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Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

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21.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

22 Terms of easement to access and use loading dock numbered 18 in the Plan

22.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to:

- (a) enter, pass and repass over the Lot Burdened (with or without vehicles) at any time for the purposes of accessing the Easement Site located within the Lot Burdened which the Grantee is entitled to use under the Strata Management Statement; and
- (b) use the Easement Site for the purposes of loading and unloading motor vehicles.

22.2 Requirements when exercising rights

When exercising rights or complying with obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) comply with any rules made by the Grantor in accordance with clause 21.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

22.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

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

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23 Terms of easement for grease arrestors pump out purposes and pulpmaster numbered 19 in the Plan

23.1 Grant

Subject to the conditions in this easement, the Grantor grants the right to the Grantee and its Authorised Users to:

- (a) enter and remain (for the periods reasonably necessary) on the Easement Site in order to operate, pump, inspect, maintain, repair and replace the Grease Arrestors or Pulpmaster located under the Lot Burdened;
- (b) park vehicles in the Lot Burdened adjacent to the pump out point for the Grease Trap, but only for the purpose of and while the Grantee or its Authorised User is pumping out the Grease Arrestors or the Pulpmaster.

23.2 Access to Easement Site

Except in an emergency, the Grantee or an Authorised User must:

- (a) give the Grantor reasonable notice of their intention to enter the Lot Burdened to exercise their rights and comply with their obligations under this easement; and
- (b) use their reasonable endeavours to ensure that they exercise their rights and comply with their obligations under this easement before 8.00am and after 6.00pm (or during other times agreed by the Grantor).

23.3 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (d) Promptly remove and clean any spillage in the Lot Burdened caused by the Grantee or its Authorised Users exercising their rights or complying with their obligations under this easement.

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

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

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Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

24 Terms of easement for access numbered 20 in the Plan

24.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to enter, pass and repass over the Easement Site:

- (a) on foot;
- (b) with wheelchairs and other disabled access aids;
- (c) with motor vehicles for the purposes of access car parking spaces within the Lot Burdened, provided the Grantee and its Authorised Users navigate through the Easement Site across with the reasonably identified driveways and comply with any reasonable signage or directions in relation to the use of such driveways;
- (d) (subject to clause 23.1(c)) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired or animals permitted by an Owners Corporation and which are accompanied by an Owner or Occupier and the transport and movement by hand or carrying (and not by riding or wearing) of bicycles, skateboards, scooters, rollerblades or similar items); and
- (e) with or without material, tools and equipment,

for the purpose of accessing the Lot Burdened and the sites of those easements which benefit the Lot Benefited.

24.2 Requirements when exercising rights

When exercising their rights and complying with their obligations under this easement, the Grantee and its Authorised Users must:

- (a) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (b) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (c) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition;
- (d) comply with any rules made by the Grantor in accordance with clause 23.3; and
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site.

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

Lengths are in metres

(Sheet 33 of 39 Sheets)

Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1231747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

24.3 Making rules

The Grantor may make reasonable rules about the use of the Lot Burdened by the Grantee and its Authorised Users under this easement.

25 Terms of easement for access and use waste collection rooms numbered 21 in the Plan

25.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to

- (a) enter, pass and repass over the Lot Burdened (with or without vehicles) at any time for the purpose of accessing the Easement Site for use in accordance with this clause 24;
- (b) keep garbage receptacles and receptacles for recyclable materials in a nominate area of the waste collection rooms in the Easement Site; and
- (c) store garbage and recyclable materials in the waste collection rooms in the Easement Site.

25.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) keep the waste collection rooms clean and tidy;
- (b) regularly clean their garbage and recyclable receptacles in the waste collection rooms and ensure that they do not emit odours;
- (c) at the cost of the Grantee, arrange for the regular removal of their garbage and recyclable materials from the waste collection rooms;
- (d) repair damage which they cause to the waste collection rooms;
- (e) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (f) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (g) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site; and
- (h) take all reasonable steps not to obstruct the use of the waste collection rooms in the Easement Site.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1231747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

26 Terms of easement for bin wash room numbered 22 in the Plan

26.1 Grant

Subject to the terms of this easement, the Grantor grants to the Grantee and its Authorised Users the right to

- (a) enter, pass and repass over the Lot Burdened (with or without vehicles) at any time for the purpose of accessing the Easement Site for use in accordance with this clause 25; and
- (b) wash and clean out receptacles and receptacles for recyclable materials in the Easement Site.

26.2 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) keep the Easement Site clean and tidy;
- (b) repair damage which they cause to the Easement Site;
- (c) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (d) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (e) comply with any relevant requirements under the Strata Management Statement regarding use of the Easement Site; and
- (f) take all reasonable steps not to obstruct the use of the Easement Site.

27 Terms of easement for future services numbered 23 in the Plan

27.1 Grant

The Grantee and its Authorised Users may:

- (a) use the Lot Burdened, but only within the Easement Site and in a manner that does not detrimentally interfere with use of the Lot Burdened, to install and provide Services to or from the Lot Benefited with the prior written consent of the Grantor, which consent must not be unreasonably withheld or delayed; and
- (b) do anything reasonably necessary for the purposes of this easement, including:
 - (1) entering any Lot Burdened by this easement for the purposes of accessing any Easement Site of which the Grantee benefits from in accordance with this easement, including if that Easement Site is located on the Lot Burdened being accessed or another Lot Burdened, provided the Grantee and its Authorised Users comply with the balance of the terms of this easement;

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

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1231747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

- (2) taking anything on to the Lot Burdened; and
- (3) carrying out work, such as constructing, placing, installing, repairing, using, operating, maintaining, examining, re-laying, altering, renewing, cleaning, replacing, enhancing, adding to or removing pipes, poles, wires, cables, ducts, conduits, structures and equipment.

27.2 Requirements before exercising rights

Before exercising any rights under this easement, the Grantee and its Authorised Users must:

- (a) except in an emergency, give the Grantor not less than 48 hours' notice of its intention to enter the Lot Burdened. In an emergency, a Grantee or Authorised User must give the Grantor notice of access to the Lot Burdened as soon as practicable;
- (b) if required by the Grantor, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the Grantor's nominee;
- (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any of the Services to the Lot Burdened; and
- (d) not carry out any works to the structure of the buildings and infrastructure located on the Lot Burdened unless:
 - (1) the Grantor gives its approval to the works proposed to be carried out (which approval must not be unreasonably withheld or delayed);
 - (2) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor; and
 - (3) the Grantee ensures that the recommendations of the structural engineer or services engineer (as applicable) are carried out.

27.3 Requirements when exercising rights

When exercising rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure that any person carrying out works on Services or the Easement Site on their behalf is qualified or licensed (if a licence is required at law) to do those works;
- (b) ensure that all work is done properly and in accordance with the requirements of any Authority (if relevant);
- (c) cause as little inconvenience as practicable to the Grantor and any Occupiers of the Lot Burdened;
- (d) cause as little damage as practicable to the Lot Burdened and any personal property or improvements on the Lot Burdened;
- (e) if any damage is caused:
 - (1) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~4234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

- (2) (if relevant) restore the Lot Burdened as nearly as is practicable to its former condition (including, if relevant and without limitation, by restoring any excavated surface as nearly as possible to its original state and making good any collateral damage); and
- (f) not interfere with the structural integrity of the building or any infrastructure located on the Lot Burdened without the prior written consent of the Grantor, which consent must not be unreasonably withheld or delayed.

27.4 Maintaining Services

The Grantee must maintain its own Services.

27.1 Acknowledgement of the Grantee

The Grantee acknowledges that this easement may be used in common with the Grantor.

28 Terms of restriction on the use of land (residential use) numbered 24 in the Plan

28.1 Residential restriction

The residential apartments and any other form of residential accommodation within or forming part of the Lot Burdened shall be used and occupied for the sole purpose of permanent residential accommodation, and not for the purposes of short-term rental accommodation such as hotel, serviced apartments, boarding house, tourist and back-packer accommodation.

28.2 Releasing or modifying this restriction

Council (in addition to those entitled at law) is the authority entitled to release, vary or modify this restriction on use of land.

29 Terms of restriction on the use of land (car spaces and storage spaces) numbered 25 in the Plan

29.1 Obligations of Grantor

The Grantor must not permit their on-site car parking spaces and storage spaces (excluding service vehicle spaces and visitor parking spaces) forming part of and situated on the Lot Burdened to be used by any person who is not an occupant, resident or tenant of the Building.

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan

~~1234747~~ 1232747

Subdivision Certificate No.: 2/2019

Full name and address of proprietor of the land:

Place Management NSW ABN 51 437 725 177

Level 6, 66 Harrington Street

Sydney NSW 2000

29.2 Releasing or modifying this restriction

Council (in addition to those entitled at law) is the authority entitled to release, vary or modify this restriction on use of land.

30 Terms of restriction on the use of land (common property parking) numbered 26 in the Plan

30.1 Common property parking restriction

No part of the common property, apart from the visitor vehicle spaces which are to be used only by visitors to the Lot Burdened, and service vehicle spaces which are to be used only by service vehicles, is to be used for the parking or storage of vehicles or boats.

30.2 Releasing or modifying this restriction

Council (in addition to those entitled at law) is the authority entitled to release, vary or modify this restriction on use of land.

31 Terms of positive covenant (floor space ratio) numbered 27 in the Plan

31.1 Floor space ratio restriction

The total gross floor area of the components of the buildings occupying all Lots, taken together, is to be no more than that permissible for the entire site by the approval to development application SSD 6626, or the relevant Environmental Planning Instrument in existence at the time.

31.2 Releasing or modifying this restriction

Council (in addition to those entitled at law) is the authority entitled to release, vary or modify this restriction on use of land.

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

Lengths are in metres

(Sheet 38 of 39 Sheets)


Plan: **DP1233929**


Plan of Subdivision of Lot 11 in Deposited Plan
~~4234747~~ 123 2747
Subdivision Certificate No.: 2/2019
Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

Full name and address of proprietor of the land:

Executed on behalf of the Council of the City of
Sydney by its Authorised Delegate pursuant to
Sec 377 of the Local Government Act 1993

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


Name: **MICHAEL SBN**
Position: **AREA PLANNING MANAGER**


Name: **STEPHEN FEENEY**
Address: **CL- 456 KENT ST
SYDNEY**

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

Lengths are in metres

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Plan: **DP1233929**

Plan of Subdivision of Lot 11 in Deposited Plan
~~4234747~~ **1233247**
Subdivision Certificate No.: 2/2019
Place Management NSW ABN 51 437 725 177
Level 6, 66 Harrington Street
Sydney NSW 2000

Full name and address of proprietor of the land:

Certified correct for the purposes of the Real
Property Act 1900

Signed by SAM ROMANUK
as delegate on behalf of **Place Management NSW**
ABN 51 437 725 177 but not so as to incur any
personal liability in the presence of:

Nicholas Leung
Signature of witness

Sam Romanuk
Signature of authorised delegate


NICHOLAS LEUNG
Name of witness (please print)

SAM ROMANUK
Name of authorised delegate (please print)

UNIT 10, 18 WOLFELEY ST, DRUMMOYNE
Address of witness
NSW 2047.

CEO
Title of delegate

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Office Use Only		Office Use Only
Registered:  26/03/2019		SP98737


SP 98737

Strata Management Statement

Darling Square (North East)

SR

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Office Use Only		Office Use Only
Registered:  26/03/2019		SP98737

Approved Form 9

Strata Schemes Development Act 2015

(Sections 99-105)

Strata Management Statement

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

- a. an owners corporation of a strata scheme for part of the building; or*
- b. an owner, mortgagee in possession or lessee of any lot in a strata scheme for part of the building; or*
- c. another person in whom is vested the fee simple of a part of the building or site affected by the statement; or*
- d. the mortgagee in possession or lessee of a part of the building or site referred to in (c).*

(See section 105, Strata Schemes Development Act 2015).

SP

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Part 1 - Definitions and interpretation

1. Definitions and interpretation

1.1. Statutory definitions

Unless the context clearly indicates otherwise, a word or expression in this management statement has the meaning given to it by a definition in the Strata Schemes Legislation if it is:

- (a) defined in the Strata Schemes Legislation; and
- (b) used but not defined in this management statement.

1.2. Further definitions


The meanings of the terms used in this management statement are set out below:

Term	Meaning
------	---------

Administrative Fund a fund:

1. which is used to pay the following expenses incurred by the Committee:
 - the day to day expenses of managing the Complex and operating and Maintaining Shared Facilities;
 - the expenses of effecting insurance under this management statement;
 - administrative expenses; and
 - expenses in relation to matters other than those referred to above which are attended to by the Committee under this management statement and which it is not appropriate to pay out of the Capital Works Fund; and
2. into which the following must be paid:
 - Contributions to the Administrative Fund;
 - the proceeds of disposal by the Committee of any personal property relating to the Complex;
 - any fees paid to the Committee in connection with the inspection of the Committee's books and records or the issue of certificates by the Committee; and
 - any amounts received by the Committee other than

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Term	Meaning
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those referred to above which it is not appropriate to pay into the Capital Works Fund.

Affectation	any easement, restrictive covenant, restriction on the use of land, positive covenant or other notification on the title to one or more Stratum Lots.
--------------------	---

Amusement Machines	jukeboxes, pinball machines, pool tables, gaming machines, poker machines or similar amusement type machines.
---------------------------	---

Appointment Form	a form in or to the effect of the form in Schedule 4.
-------------------------	---

Architectural Code	the code at any time adopted by the Committee and identified as the Architectural Code for the Complex, as varied.
---------------------------	--

Authority	a governmental or semi-governmental administrative, fiscal or judicial department or entity, a statutory agency or authority or the local council.
------------------	--


Awning	the permanent fixed parameter awning located on the ground floor which is a Shared Facility and the subject of clause 57 of this management statement
---------------	---

Bicycle Parking Area	the bicycle parking area located on the ground floor of the Complex for parking bicycles the subject of the Bicycle Parking Easement which is a Shared Facility and the subject of clause 62 of this management statement.
-----------------------------	--

Bicycle Parking Easement	the Easement for Bicycle Parking Variable Width (C) (limited in stratum) numbered 7 in the Stratum Plan.
---------------------------------	--

Budget Period	a period of 12 months as determined at any time by the Committee to be the relevant period of time for the purposes of Contributions to
----------------------	---

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Term	Meaning
------	---------

be determined and levied by the Committee but the first such period commences on the day 90 Business Days after the date of registration of this management statement and ends on:

1. 30 June next occurring; or
2. if next occurring 30 June is within less than 3 months from 90 Business Days after the date of registration of this management statement, the second 30 June to occur after the date of registration of this management statement.

Bulky Goods Room	means the room on the ground floor of the Complex for the storage of bulky goods which is a Shared Facility and the subject of clause 67 of this management statement.
-------------------------	--

Building	<ol style="list-style-type: none"> 1. in the case of a part of the Complex which is the subject of a Strata Scheme, the land and improvements the subject of that Strata Scheme; and 2. in the case of a part of the Complex which is not the subject of a Strata Scheme, the relevant Stratum Lot and the improvements constructed on it.
-----------------	--


Business Day	a day that is not a Saturday, Sunday or gazetted public holiday in Sydney.
---------------------	--

By-Laws	the by-laws registered for a Strata Scheme.
----------------	---

Capital Works Fund	a fund: <ol style="list-style-type: none"> 1. which is to be used to pay expenses not payable from the Administrative Fund, including the cost of replacing and adding Shared Facilities and capital, structural and non-periodic works carried out to the Complex; and 2. into which the following must be paid: <ul style="list-style-type: none"> • Contributions to the Capital Works Fund; • any amounts paid to the Committee by way of
---------------------------	--

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Term	Meaning
-------------	----------------

discharge of insurance claims (unless more appropriately payable into the Administrative Fund); and

- any amounts received by the Committee which are not required or permitted to be paid into the Administrative Fund.

Codes	the Architectural Code, the Noise Control Code and the Operational and Maintenance Code, if any, and Code means one of them.
--------------	---

Committee	the meaning given to that term in clause 12, to be known as Darling Square (North East) Building Management Committee.
------------------	--

Common Property	the common property in a Strata Scheme.
------------------------	---

Complex	the Darling Square (formerly Sydney International Convention, Exhibition and Entertainment Precinct) NE plot site, intended as at the date of this management statement to comprise components as detailed in clause 5.
----------------	---

Contribution	an amount determined and levied by the Committee under this management statement to be payable by a Member either to the Administrative Fund or the Capital Works Fund.
---------------------	---


Cost Review Report	a report prepared by an expert consultant which complies with clause 49.6(c) recommending the apportionment of costs of a Shared Facility amongst Members Benefited
---------------------------	---

Current Address	the address of a Member notified to the Committee from time to time.
------------------------	--

Current Email	the email address of a Member notified to the Committee from time
----------------------	---

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Term	Meaning
-------------	----------------

to time.

Darling Square	the precinct comprising of the land described as Lots 201, 205 & 210 in DP 771841, Lots 1 & 2 in DP 827982, Lots 1 & 2 in DP 612907, Lot 2 in DP 868663, Lot 503 in DP 812423 and Lot 1 in DP 812344, as subdivided from time to time.
-----------------------	--

Detailed Plan	the meaning given to that term in clause 85.3(b).
----------------------	---

Developer	Lendlease (Haymarket) Pty Limited ABN 50 147 913 291.
------------------	---


Development Period	the meaning given to that term in clause 3.5.
---------------------------	---

Development Works	all activities the Developer is permitted to do which are necessary or desirable to complete the staged development of the Complex, including:
--------------------------	--

1. any form of demolition work, excavation work or landscaping work on the Complex;
2. any form of building work or work ancillary to or associated with building work on the Complex including the installation of Services;
3. connecting to, relocating or otherwise altering existing Services or Shared Facilities infrastructure;
4. interrupting Services for short periods of time;
5. restricting access to part of the Common Property or Shared Facilities by Owners and Occupiers for safety purposes as a result of construction activities and use parts of the Common Property for storing construction materials and vehicles;
6. having reasonable access over the Common Property for carrying out the works;
7. excavation and general construction earthworks and related

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Term

Meaning

activities;

8. construction of improvements generally;

9. construction of Common Property;

10. any form of work in respect of the Building or the Complex other than the forms of work referred to in paragraphs 1 to 9 of this definition that is considered necessary or desirable by the Developer;

11. the subdivision of any part of the Complex; and

12. the dedication of any part of the Complex.

Easements

any easements, restrictions on use and positive covenants benefiting or burdening any part of the Complex.

Essential Shared Facility

each Shared Facility identified as an Essential Shared Facility in the Shared Facilities Register.

Façade

the external surfaces of the Complex.

Facilities

facilities, machinery, equipment and services in the Complex.

Facilities Management Agreement

an agreement entered into by the Committee under clause 23.2

Facilities Manager

the meaning given to that term in clause 23.1(a).


Financial Member

a Member that has paid the Committee:

1. all of its Contributions up to date; and
2. all other money payable by them to the Committee under this

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Term	Meaning
------	---------

management statement up to date.

First Member the meaning given to that term in clause 21.4

Funding Requirement the meaning given to the term in clause 39.2

Government Agency

1. a government or government department or other body;
2. a governmental, semi-governmental or judicial person including a statutory corporation; or
3. a person (whether autonomous or not) who is charged with the administration of a Law,

whether concerned with federal, state or local government.

Gross Floor Area the sum of the floor area of each floor of a building measured from the internal face of external walls, or from the internal face of walls separating the building from any other building, measured at a height of 1.4 metres above the floor, and includes:


1. the area of a mezzanine,
2. habitable rooms in a basement or an attic, and
3. any shop, auditorium, cinema, and the like, in a basement or attic,

but excludes:

4. any area for common vertical circulation, such as lifts and stairs,
5. any basement:
 - a. storage, and
 - b. vehicular access, loading areas, garbage and services,

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- | | |
|-----|---|
| 6. | plant rooms, lift towers and other areas used exclusively for mechanical services or ducting, |
| 7. | car parking to meet any requirements of the consent authority (including access to that car parking), |
| 8. | any space used for the loading or unloading of goods (including access to it), |
| 9. | terraces and balconies with outer walls less than 1.4 metres high, and |
| 10. | voids above a floor at the level of a storey or storey above. |

Ground Lease	a long term lease of a part of the Complex with an initial term not less than 90 years.
---------------------	---


Initial Inspection Fee	the meaning given to that term in clause 76.2(b).
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Kitchen Exhaust Area	that part of Retail Premises in which an Owner or Occupier of a Retail/Commercial Premises may install and maintain the Kitchen Exhaust Fan.
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Kitchen Exhaust Ductwork	the ductwork and associated services reticulated from a kitchen range-hood within the Retail Premises to the Kitchen Exhaust Fan for the purpose of connection to the Kitchen Exhaust System.
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Kitchen Exhaust Fan	the kitchen exhaust fan and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier of a Retail Premises within the Kitchen Exhaust Area.
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Kitchen Exhaust System	the kitchen exhaust, fan, range-hood and associated plant and equipment which is installed, or is to be installed by an Owner or Occupier of a Retail Premises and includes: 1. the kitchen exhaust, fan range-hood and associated plant and
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	<p>equipment installed within a Retail Premises;</p> <ol style="list-style-type: none"> the Kitchen Exhaust Fan located within the Kitchen Exhaust Area; and the reticulation of pipes, wires and associated services between the Kitchen Exhaust Fan and that part of the Kitchen Exhaust System located on a Retail Premises.
Land	the land on which the Complex is situated, historically being all of the land in certificate of title folio identifier 11/1232747.
Law	includes any requirement of any rule, statute, proclamation, regulation, ordinance or by-law, present or future, and whether state, federal or otherwise and the requirements of all Government Agencies.
LEADR	LEADR (ACN 008 651 232) of 15-17 Young Street, Sydney 2000.
Leasing Activities	<p>the selling or leasing of Lots in the Complex by the Developer (or persons authorised by the Developer) including:</p> <ol style="list-style-type: none"> placing signs in the Complex, including on Common Property, which are associated with those activities; operating a sales office from one or more Lots owned or leased or licensed by the Developer in respect of which the Developer has development rights under the Sydney International Convention, Exhibition and Entertainment Precinct Project Delivery Agreement; and fitting out and operating one or more display suites and marketing suites in Lots owned or leased by the Developer or in respect of which the Developer has development rights under the Sydney International Convention, Exhibition and Entertainment Precinct Project Delivery Agreement.
Loading Dock	the loading dock comprising easement areas (B1) and (B2) within Lot 24 in DP 1233929.

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Loading Dock Manager	Service Contractor engaged to manage and administer the operation of the loading dock, which may be the Facilities Manager.
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Lobby Easement	the Easement to Access Lobby Variable Width (G) (limited in stratum) numbered 11 in the Stratum Plan.
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Lot	a Strata Lot, a Common Property Lot and a Stratum Lot.
------------	--

Maintain	includes maintain in good condition (including keeping the relevant item or area clean and tidy), repair as necessary and replace as necessary.
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Members	<ol style="list-style-type: none"> 1. each Residential Stratum Owner; 2. the Retail Stratum Owner; 3. the TDEX BOH Stratum Owner; and 4. during the Development Period, the Developer.
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Member Benefited	<ol style="list-style-type: none"> 1. a Member who is entitled to use an Essential Shared Facility as indicated in the column titled "Member Benefited" in the Shared Facilities Register as amended by any Unanimous Shared Facility Resolution passed under clause 49.3(a)(ii); or 2. in respect of an Optional Shared Facility: <ul style="list-style-type: none"> • a Member who is entitled to use an Optional Shared Facility as indicated in in the column titled "Member Benefited" in the Shared Facilities Register unless that Member elects from time to time to cease being a Member Benefited by service of an Optional Election Notice; and • a Member who elects from time to time to become a Member Benefited by service of an Optional Election Notice,
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Term	Meaning
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as set out in the Shared Facilities Register.

Member Entitled to Vote

1. in relation to any matter requiring an Ordinary Resolution, a Special Resolution or a Unanimous Resolution, a Member who has paid the Committee all of their Administrative Fund and Capital Works Fund contributions and other money they owe the Committee under this management statement which are due and payable on the date of issuing the notice of the Meeting or Emergency Meeting at which the Resolution will be considered; and
2. if the motion deals with a Shared Facility and requires an Ordinary Shared Facility Resolution, a Special Shared Facility Resolution or a Unanimous Shared Facility Resolution:
 - a Member who is entitled to use the Shared Facility;
 - a Member who will be entitled to use the Shared Facility if the Resolution is passed;
 - a Member in whose Strata Scheme or Stratum Lot the Shared Facility is located and whose Strata Scheme or Stratum Lot will be substantially and detrimentally affected if the Resolution is passed; and
 - if the motion deals with adding a Shared Facility, a Member who has indicated by written notice to the Committee prior to the relevant Meeting that it wishes to be entitled to use the Shared Facility,

being a Member who has paid the Committee all of their Administrative Fund and Capital Works Fund contributions and other money they owe the Committee under this management statement which are due and payable before the Meeting or Emergency Meeting at which the Ordinary Shared Facility Resolution, the Special Shared Facility Resolution or Unanimous Shared Facility Resolution will be considered.


For all matters requiring Resolutions, PMNSW is deemed not to be a Member Entitled to Vote.

Member's Standard Percentage

the percentage for a Member which at any time is the weighted average percentage calculated by reference to all the percentages of budgeted expenditure applicable to that Member in the Shared Facilities Register.

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Term	Meaning
Membrane	Those parts of the building that have waterproofing membrane applied to them.
NE1	lot 22 in DP 1233929 and the structure erected on that lot.
NE1 and NE3 Lobby	the shared lobby for access to NE1 and NE3 located within NE3 on Ground Floor of the Complex within NE3 the subject of the Lobby Easement which is a Shared Facility and the subject of clause 66 of this management statement.
NE2	lot 23 in DP 1233929 and the structure erected on that lot.
NE3	lot 24 in DP 1233929 and the structure erected on that lot.
Noise Control Code	the code at any time adopted by the Committee and identified as the Noise Control Code for the Complex, as varied.
Occupier	<ol style="list-style-type: none"> a lessee; or a licensee; or any other person, not being an Owner, lessee or licensee that is in lawful occupation.
Operational and Maintenance Code	the code at any time adopted by the Committee and identified as the operational and maintenance code for the Complex, as varied.
Optional Election Notice	a notice given by a Member under which it elects to be a Member Benefitted for an Option Shared Facility.
Optional Shared	each Shared Facility identified as an Optional Shared Facility in the

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Term	Meaning
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Facility	Shared Facilities Register for the relevant Members Benefited.
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Ordinary Resolution	a resolution that does not relate to a Shared Facility which is passed at a Meeting if not more than one half in value of votes is cast against the motion by Members Entitled to Vote.
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Ordinary Shared Facility Resolution	a resolution that relates to a Shared Facility which is passed at a Meeting if not more than one half in value of votes is cast against the motion by Members Entitled to Vote.
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Owner	<ol style="list-style-type: none"> 1. during the term of a Ground Lease granted by PMNSW in respect of a Stratum Lot, the holder of that Ground Lease, as further described in clause 11.3 and clause 11.4; 2. during the term of a Ground Lease granted by PMNSW in respect of a Stratum Lot that has been subdivided by a Strata Plan: <ul style="list-style-type: none"> • in respect of the Common Property for that Strata Plan, the Owners Corporation which is the holder of a Ground Lease from PMNSW for the relevant Common Property, as further described in clause 11.4 and clause 11.5; • in respect of each Strata Lot for that Strata Plan, the Strata Lot Owner who is the holder of a Ground Lease from PMNSW for the relevant Strata Lot, as further described in clause 11.6, <p style="margin-left: 40px;">and, for the purposes of this definition, does not include a sublessee from a lessee of a Lot; or</p> 3. if a Ground Lease has not been granted (and has not at any time existed) in respect of a Lot, the Owner in respect of that Lot means the Developer.
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Owners Corporation	the owners corporation of a Strata Scheme.
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Permitted Person	<ol style="list-style-type: none"> 1. a person in the Complex with the express or implied approval of a Member, the Committee, a Strata Lot Owner, a Specified
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Term

Meaning

Occupier, the Strata Managing Agent or the Facilities Manager;
and

2. an Authority or a person nominated by an Authority.

PMNSW

the owner of the freehold title in all of the Land being, as at the date of this management statement, Place Management NSW ABN 51 437 725 177, and its successors in title and assigns (whether by transfer, vesting or otherwise).

Podium Easement

the Easement to use Amenities Variable Width (D) (Limited in Stratum) numbered 8 in the Stratum Plan.

Podium Landscape Area

the outdoor podium landscape area located at level 6 of the Complex and shown on the Stratum Plan which is a Shared Facility and the subject of clause 64 of this management statement.

Pool

the pool and associated amenities located on Level 6 of the Complex within NE3 the subject of the Pool Easement which is a Shared Facility and the subject of clause 68 of this management statement.

Pool Easement

the Easement to Access and Use Pool and Amenities Variable Width (L) (Limited in Stratum) numbered 15 in the Stratum Plan.

Proxy Form

a form in or to the effect of the form in Schedule 1.

Registration Date


the date of registration of a Strata Plan which subdivides a Residential Stratum.

Representative

the meaning given to that term in clause 12.3(a).

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Residential By-Laws	the by-laws registered with the Strata Plan which subdivides a Residential Stratum, as amended from time to time.
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Residential Stratum	each of the following lots:
	1. NE1;
	2. NE2; and.
	3. NE3.


Residential Stratum Owner	1. up to the day before the relevant Registration Date: <ul style="list-style-type: none"> • the Developer; or • any person other than the Developer who is registered or entitled to be registered as the lessee under a Ground Lease of the Residential Stratum; or • any mortgagee in possession or covenant chargee in possession of a Residential Stratum; and 2. on and from the relevant Registration Date, the Residential Stratum Owners Corporation.
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Residential Stratum Owners Corporation	the owners corporation constituted on registration of the Strata Plan which subdivides a Residential Stratum.
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Resolution	each of:
	1. an Ordinary Resolution;
	2. an Ordinary Shared Facility Resolution;
	3. a Special Resolution;
	4. a Special Shared Facility Resolution;
	5. a Unanimous Resolution; and

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6. a Unanimous Shared Facility Resolution.

Retail Premises the Premises forming part of the Retail Stratum.

Retail Stratum Lot 21 in DP 1233929 and the structure erected on that lot.

Retail Stratum Owner the Owner of the Retail Stratum.

Rules the meaning given to that term in clause 20.1(a) and **Rule** means one of them.

Scheme Architect Denton Corker Marshall or such other architect as determined by the Committee from time to time.

Security Key a key, magnetic card or other device of information used in the Complex to open and close Shared Facility doors, gates or locks or to operate Shared Facility alarms, security systems or communication systems.

Security Services the security services as described in the Shared Facilities Register.


Service Contract a contract entered into between the Committee and a Service Contractor.

Service Contractor a person who provides services to the Committee including operational, maintenance, repair and replacement services for Shared Facilities.

Service Vehicle Bays the service vehicle bays located within easement area (B1) within Lot 24 on DP 1233929, which comprise part of the Loading Dock

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and which are a Shared Facility and the subject of clause 62 of this management statement.

Services	the services (such as water (potable and non-potable), drainage, gas, electricity, communications, fire fighting, air conditioning, thermal energies, lifts and escalators) running through or servicing the Property, the Building or the Complex and includes all plant, equipment, pipes, wires, cables, ducts and other conduits in connection with them.
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Shared Facilities	the meaning given to that term in clause 46.
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Shared Facilities Register	a list of the Facilities and Services that the Committee determines in accordance with this management statement is a Shared Facility. The Register must also include details of the Members Benefited and the method for costs apportionment for each Shared Facility from time to time.
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Shared Facilities Resolution	an Ordinary Shared Facility Resolution, a Special Shared Facility Resolution or a Unanimous Shared Facility Resolution (as applicable).
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Special Resolution	a resolution that does not relate to a Shared Facility which is passed at a Meeting if not more than one quarter in value of votes is cast against the motion by Members Entitled to Vote.
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Special Shared Facility Resolution	a resolution in relation to a Shared Facility which is passed at a Meeting if not more than one quarter in value of votes is cast against the motion by Members Entitled to Vote; and
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Specified Occupier	the Occupier of a Stratum Lot or a part of a Stratum Lot or a Strata Lot or a part of a Strata Lot.
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Term	Meaning
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Strata Lot	each of the lots in a Strata Plan.
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Strata Lot Owner	in respect of a Strata Lot, the Strata Lot Owner is taken to be: <ol style="list-style-type: none"> 1. the lessee recorded in the folio identifier of that Strata Lot as entitled to a leasehold estate in that Strata Lot for the time being; and 2. a mortgagee in possession of that Strata Lot, but does not include a sublessee from a lessee of the Strata Lot.
-------------------------	---

Strata Managing Agent	the meaning given to that term in clause 22.1(a).
------------------------------	---

Strata Plan	a strata plan that subdivides a Stratum Lot.
--------------------	--

Strata Scheme	the strata scheme created when a Strata Plan is registered.
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Strata Schemes Legislation	the <i>Strata Schemes Development Act 2015</i> (NSW) and the <i>Strata Schemes Management Act 2015</i> (NSW) and cognate legislation.
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Stratum Lot	each Residential Stratum, the Retail Stratum and the TDEX BOH Stratum.
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Subdivision Plan	<ol style="list-style-type: none"> 1. a Strata Plan; or 2. a subdivision plan which subdivides a Stratum Lot, or part of a Stratum Lot, into 2 or more Stratum Lots, or a combination of both.
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Substitute Representative	a natural person appointed by a Member as a substitute for their Representative.
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Term	Meaning
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TDEX BOH Stratum	Lot 25 in DP 1233929 and the structure erected on that lot.
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TDEX BOH Stratum Owner	the Owner of the TDEX BOH Stratum.
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Unanimous Resolution	a resolution that does not relate to a Shared Facility which is passed at a Meeting against which no Member Entitled To Vote casts a vote.
-----------------------------	--

Unanimous Shared Facility Resolution	a resolution in relation to a Shared Facility which is passed at a Meeting against which no Member Entitled to Vote casts a vote.
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Waste Collection Room	the waste collection room located in NE3 which is to form part of the Common Property of the Strata Scheme created upon registration of the Strata Plan which subdivides NE3 and designated as 'Waste Collection CP' on that Strata Plan.
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WHS Law	the <i>Work Health and Safety Act 2011 (NSW)</i> , the <i>Work Health and Safety Regulation 2011 (NSW)</i> , the <i>Workers Compensation Act 1987 (NSW)</i> , the <i>Workplace Injury Management and Workers Compensation Act 1998 (NSW)</i> , the <i>Workers Compensation (Dust Diseases) Act 1942 (NSW)</i> and the regulations and codes of practice, and Australian Standards and any corresponding work health and safety Law.
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1.3. Interpretation

Unless the context clearly indicates otherwise, in this management statement:

- (a) a reference to a person includes a natural person, partnership, corporation, statutory corporation, Authority, the Crown, the Committee, an owners corporation and any other organisation or legal entity;
- (b) a reference to a natural person includes their personal representatives, successors and assigns;
- (c) a reference to a corporation includes its successors and assigns;


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- (d) a reference to a body or Authority which ceases to exist is, unless otherwise prescribed by law, a reference to either a body or Authority that the parties agree to substitute for the named body or Authority or, failing agreement, to a body or Authority having substantially the same objects as the named body or Authority;
- (e) 'including' and 'includes' are not words of limitation;
- (f) the words 'at any time' mean 'at any time and from time to time';
- (g) the word 'vary' includes 'add to, delete from and cancel';
- (h) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this management statement;
- (i) a reference to a clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a clause, paragraph, schedule, exhibit, attachment or annexure of or to this management statement;
- (j) a reference to a document is a reference to a document of any kind, including a plan;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (l) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally

1.4. Interpretation regarding the status of PMNSW

Unless the context clearly indicates otherwise, and subject to clause 11, in this management statement:

- (a) PMNSW is not an 'Owner' and no reference in this management statement to an 'Owner' is taken to refer to or include PMNSW; and

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- (b) PMNSW is not a 'Member' and no reference in this management statement to a 'Member' is taken to refer to or include PMNSW

1.5. Headings and index

Clause headings and the index:

- (a) are inserted for convenience; and
- (b) do not affect the interpretation of this management statement.

1.6. Order of precedence

The following order of precedence applies in the event of any inconsistency, ambiguity or discrepancy between this management statement and the following documents:

- (a) this management statement;
- (b) the Codes; and
- (c) the Residential By-Laws.

Part 2 – This management statement

2. Nature of this management statement

2.1. Management of the Complex

This management statement is a strata management statement. A strata management statement is a set of rules that regulate the management and operation of a building that is:

- (a) constructed on more than one lot in a deposited plan; and
- (b) subdivided by one or more strata plans.


The Complex consists of lots that are created by more than one plan of subdivision, which require regulation as to the joint management and operation of the lots.

2.2. Rights and obligations

This management statement confers rights and imposes obligations on Owners and Occupiers of lots in the Complex. It contains provisions about a wide range of issues including meetings, financial management and the maintenance of Shared Facilities.

2.3. Statutory regulation of strata management statements

Strata management statements may be governed by the provisions of Division 1 of Part 6 of the *Strata Schemes Development Act 2015* (NSW) if the Registrar General registers the strata management statement with plan of strata subdivision of a building.

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This management statement is intended to be registered by the Registrar General and, upon registration, is subject to the provisions of Division 1 of Part 6 of the *Strata Schemes Development Act 2015* (NSW).

The provisions of this Strata Management Statement incorporate and are subject to the provisions implied by clause 5, Schedule 4 *Strata Schemes Development Act 2015* (NSW), except to the extent this Strata Management Statement provides otherwise.

2.4. Statutory effect of a strata management statement

Section 105 of the *Strata Schemes Development Act 2015* (NSW) provides that:

- (a) A registered strata management statement, as in force for the time being, has effect as an agreement under seal containing the covenants referred to in clause 2.4(b) entered into by:
 - (i) each body corporate or owners corporation of a leasehold strata scheme for part of the Complex affected by the statement;
 - (ii) each proprietor of a leasehold interest, a mortgagee in possession or lessee of any lot in such a strata scheme; and
 - (iii) any other person in whom the fee simple of any part of that Complex is vested (or the mortgagee in possession or lessee of any such part).
- (b) The covenants referred to in this clause are:
 - (i) a covenant by which those persons jointly and severally agree to carry out their obligations under the registered strata management statement as from time to time in force, and
 - (ii) a covenant by which those persons jointly and severally agree to permit the carrying out of those obligations.
- (c) The strata management statement ceases to have effect under the relevant Division of the *Strata Schemes Development Act 2015* (NSW) in relation to a person who is described in clause 2.4(a) on that person ceasing to be a person so described.
- (d) Clause 2.4(c) does not prejudice or affect any obligation that was incurred by a person, or any right that accrued to a person, under the strata management statement while the strata management statement was in force.
- (e) A registered strata management statement has no effect to any extent to which it is inconsistent with:
 - (i) any condition imposed, before the registration of the statement, on a development consent relating to the building to which the statement relates or its site;
 - (ii) an order under Part 12 of the *Strata Schemes Management Act 2015* (NSW); or
 - (iii) any other Act or any other law.
- (f) Except as may be provided otherwise by the *Strata Schemes Development Act 2015* (NSW) or the regulations under that Act, a provision in any instrument under which the strata management statement is excluded, modified or restricted is void.

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- (g) A covenant entered into under the strata management statement does not merge in a transfer of a lease of a lot.

2.5. Replication of section 57F

Each signatory to this management statement or other person who otherwise becomes a party to this management statement from time to time (including each Owner from time to time and each party who accedes to this management statement from time to time covenants with each other in the terms of section 105 of the *Strata Schemes Development Act 2015* (NSW):

- (a) as if set out in full in this clause 2.5; and
- (b) with the intention that those parties are bound by contract in the same terms that are provided for in section 105 of the *Strata Schemes Development Act 2015* (NSW) whether or not section 105 applies to the Complex.

3. About the Complex

3.1. What are the different components in the Complex?

The Developer proposes to construct and subdivide the Complex in stages. At the date of registration of this management statement, the Developer intends the Complex to contain residential, retail and ancillary components.

3.2. Development in stages

The Developer's current intention is to develop and subdivide the Complex in stages. The Developer may change the number and use of components, subject to this management statement.

3.3. Replacement management statements


As the development of the Complex proceeds, it may be necessary to amend or replace this management statement with a new management statement. Members agree to amend or replace this management statement with a new management statement according to part 9 ("Development Works, subdivisions and replacement management statements"), and may be required to do this more than once.

3.4. Rights to construct and subdivide

The Developer's rights to carry out Development Works and to subdivide parts of the Complex by Subdivision Plans are generally set out in part 9 ("Development Works, subdivisions and replacement management statements").

3.5. Development Period

- (a) At the date of registration of this management statement the structures comprising NE1 and NE2 are complete and a Ground Lease of NE1 and NE2 will shortly be granted by PMNSW. The date of registration of this management statement marks the commencement of the Development Period for the Complex for the purposes of this management statement.

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- (b) The Development Period extends until the last stage of the Complex is completed and the last Ground Lease of land within the Complex which is to be granted by PMNSW has been granted.


3.6. Effect of the Development Period on this management statement

This management statement and the management structure for the Complex reflect the arrangements that will continue to operate on completion of the Development Period when the intended components of the Complex will be complete. There are transitional arrangements in the management statement for the Development Period about issues like:

- (a) subdividing lots within the Complex;
- (b) amending this management statement as required to progress and complete the development and subdivision of the Complex;
- (c) membership of the Committee and voting rights;
- (d) budgets and Administrative Fund and Capital Works Fund contributions; and
- (e) contributing to the costs of Shared Facilities.

3.7. The Developer may change the subdivision method in its discretion

- (a) The Developer's intention is that the Complex be subdivided as described in clause 3.1. However, the Developer in its absolute discretion may select another method of subdivision for the Complex including that this management statement governs a smaller single structure or a smaller parcel of land within the Complex (referred to in this clause as the **Selected Parcel**). The Developer may exercise this discretion as more particularly set out in part 9 ("Development Works, subdivisions and replacement management statements"), including changing the order and method of staging.
- (b) In the event of clause 3.7(a) being enlivened, the Developer must notify the Members, providing details of the other method of subdivision selected and copies of draft documents which are reasonably necessary to implement the other method of subdivision selected, including any amendments reasonably required to this management statement, including a definition of the lots which comprise the Selected Parcel.
- (c) This management statement must be read with any appropriate changes necessary to give effect to the Developer's method of subdivision selected, including, where appropriate:
 - (i) references to the Complex must be amended, where appropriate, to be restricted to the Selected Parcel; and
 - (ii) any amendments reasonably required to this management statement to reflect the Developer's alternative method of subdivision for the Complex.

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3.8. Developer as a Member

The parties bound by this management statement (whether under clauses 2.4 and 2.5 or under the Strata Schemes Legislation) agree that during the Development Period the Developer is a Member.

4. Structure of this management statement

This management statement comprises 10 parts and 4 schedules.


Part 1	Definitions and interpretation This part explains the meanings of the defined terms and how to interpret this management statement.
Part 2	This management statement This part explains the management and basic physical structure for the Complex. It also explains who must comply with this management statement.
Part 3	Rights and obligations of the Committee This part explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing service providers to assist the Committee to perform its functions.
Part 4	Meeting procedures and resolutions This part explains the procedures for convening and holding meetings of the Committee, quorums for meetings and the types of resolutions required for decisions of the Committee.
Part 5	Financial management This part explains the procedures for preparing budgets, financial statements and the levying process for Contributions to meet costs under this management statement.
Part 6	Shared Facilities This part explains the Shared Facilities and how they are paid for by the Members.
Part 7	Rights and obligations of Members, Strata Lot Owners and Specified Occupiers This part explains the rights and obligations of the Members, Strata Lot Owners and Specified Occupiers. It includes provisions about insurance, disputes and access rights.
Part 8	Not used

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- Part 9** **Development Works, subdivisions and replacement management statements**
 This part explains the rights of the Developer to carry out Development Works, Leasing Activities and subdivisions. It also explains the requirements for approving Subdivision Plans and, if necessary, registering replacement management statements with Subdivision Plans.
-
- Part 10** **Miscellaneous**
 This part explains various matters not dealt with in other parts, including the procedures for resolving disputes and how to serve notices.
-
- Schedule 1** This schedule lists Shared Facilities in the Complex, gives a brief description of them and indicates the percentage of costs that each Member must contribute towards the Administrative Fund for their operation, management and Maintenance.
-
- Schedule 2** This schedule provides the form to be used by the Members where they have authorised a proxy to vote on their behalf at Meetings and Emergency Meetings of the Committee.
-
- Schedule 3** This schedule sets out the rules made by the Committee about the control, management, operation, use and enjoyment of the Complex and any part of it.
-
- Schedule 4** This schedule provides the form to be used by the Members who wish to appoint a new or replacement Representative or Substitute Representative.
-

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5. Composition of the Complex

The Complex has 5 parts, each a currently proposed stage during the Development Period, subject to clause 3.2:

Part	Description	Member
Retail Stratum	A Stratum Lot which comprises retail and commercial areas and which may or may not be subdivided.	Retail Stratum Owner
TDEX BOH Stratum	A Stratum Lot which comprises retail and commercial areas and which may or may not be subdivided.	TDEX BOH Stratum Owner
NE1 Residential Stratum	A Stratum Lot which is intended to be subdivided by a Strata Plan into residential units, car spaces, storage spaces and Common Property.	NE1 Residential Stratum Owner
NE2 Residential Stratum	A Stratum Lot which is intended to be subdivided by a Strata Plan into residential units, car spaces, storage spaces and Common Property.	NE2 Residential Stratum Owner
NE3 Residential Stratum	A Stratum Lot which is intended to be subdivided by a Strata Plan into residential units, car spaces, storage spaces and Common Property.	NE3 Residential Stratum Owner

6. Management structure


6.1. Intention for further subdivisions

At the date of this management statement, it is intended that the Complex be subdivided as follows:

- (a) A Stratum Plan to be registered to create 5 Stratum Lots.
- (b) A Strata Plan is to be registered in respect of each of NE1, NE2 and NE3.

6.2. Variation

The subdivision program referred to in clause 6.1 may be varied and there may be subdivision of the Complex or a part of the Complex in addition to those to which clause 6.1 refers.

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6.3. Committee

The management and operation of the Complex is the responsibility of the Committee on behalf of its Members.

6.4. Members

- (a) Each Member is a member of the Committee.
- (b) Each Member that is not a natural person must appoint a Representative to attend and vote for them at meetings of the Committee.

6.5. Strata managing agent

To assist the Committee to perform its functions and, in particular, to perform its secretarial and financial functions, the Committee must appoint and enter into an agreement with a strata managing agent. Clause 22 contains further details in this regard.

6.6. Operational management

To assist the Committee to perform its functions and, in particular, to assist in:

- (a) the day to day management and operation of the Complex; and
- (b) the Maintenance of Shared Facilities,

the Committee may appoint and enter into an agreement with an appropriately qualified person. Clause 23 contains further details in this regard.

6.7. Service providers

Despite clause 6.1, the Committee may appoint and enter into agreements with individual appropriately qualified service providers for:

- (a) the Maintenance of some of the Shared Facilities; or
- (b) for the provision of specific services.


6.8. Strata Managing Agent may enter into agreements

The Committee may authorise the Strata Managing Agent to enter into any agreement referred to in clause 6.7 as agent for the Committee pursuant to the appropriate resolution being passed by the Committee, and any agreement so entered into is binding on the Committee.

7. Compliance with this management statement, Codes and Rules

The following persons must comply with this management statement, each Code and any Rules:

- (a) each Member, including:

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- (i) the Retail Stratum Owner
- (ii) the TDEX BOH Stratum Owner; and
- (iii) each Residential Stratum Owner;
- (b) the Committee;
- (c) each Strata Lot Owner;
- (d) each Specified Occupier; and
- (e) each Permitted Person.

For the avoidance of doubt, except as specified in clause 11, this management statement does not impose any obligation, responsibility, liability, requirement or duty on PMNSW and PMNSW does not give or make any warranty, representation or undertaking.

8. Architectural Code

8.1. Purpose

The purpose of the Architectural Code is to preserve the architectural integrity of the Complex and its components.

8.2. Compliance

Any person obliged to comply with this management statement must comply with the Architectural Code.

8.3. Application to vary


Subject to clause 8.6:

- (a) a Member may apply to the Committee to vary the Architectural Code;
- (b) the application must specify in reasonable detail how the Committee should vary the Architectural Code; and
- (c) the Committee may ask for more information about the application.

8.4. Review by Committee

The Committee:

- (a) must review each application under clause 8.3;
- (b) may agree or refuse to vary the Architectural Code in its absolute discretion;
- (c) is not bound by its past decisions;

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- (d) may refer the application to the Scheme Architect for its opinion; and
- (e) may recover the reasonable costs incurred by the Committee in reviewing an application made under clause 8.3, from the Member who made that application.

8.5. Deemed refusal

If the Committee does not make a decision within the later of 2 months after its receipt of the application referred to under clause 8.3(a) and 2 months after its receipt of the last information requested under clause 8.3(c), the Committee is deemed to have refused an application under clause 8.3.

8.6. No inconsistency

An application to vary the Architectural Code under clause 8.3 must not be inconsistent with the conditions imposed on a development consent by any Authority relating to the Complex or the relevant component of the Complex and the Committee may refuse to vary the Architectural Code in those circumstances.

9. Noise Control Code

9.1. Purpose

The purpose of the Noise Control Code is to ensure acceptable levels and duration of noise transmission between the various parts of the Complex.

9.2. Compliance

Any person obliged to comply with this management statement must comply with the Noise Control Code.

9.3. Application to vary


Subject to clause 9.6:

- (a) a Member may apply to the Committee to vary the Noise Control Code;
- (b) the application must specify in reasonable detail how the Committee should vary the Noise Control Code; and
- (c) the Committee may ask for more information about the application.

9.4. Review by Committee

The Committee:

- (a) must review each application under clause 9.3;
- (b) may agree or refuse to vary the Noise Control Code in its absolute discretion;

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- (c) is not bound by its past decisions;
- (d) may refer the application to an acoustic consultant for its opinion; and
- (e) may recover the reasonable costs incurred by the Committee in reviewing an application made under clause 9.3, from the Member who made that application.

9.5. Deemed refusal

If the Committee does not make a decision within the later of 2 months after its receipt of the application referred to under clause 9.3(a) and 2 months after its receipt of the last information requested under clause 9.3(c), the Committee is deemed to have refused an application under clause 9.3.

9.6. No inconsistency

An application to vary the Noise Control Code under clause 9.3 must not be inconsistent with the conditions imposed on a development consent by any Authority relating to the Complex or the relevant component of the Complex and the Committee may refuse to vary the Noise Control Code in those circumstances.

10. Operational and Maintenance Code

10.1. Purpose

The purpose of the Operational and Maintenance Code is to ensure the operation and Maintenance of the Complex at a very high standard.

10.2. Compliance

Any person obliged to comply with the management statement must comply with the Operational and Maintenance Code.

10.3. Application to vary


Subject to clause 10.6:

- (a) a Member may apply to the Committee to vary the Operational and Maintenance Code;
- (b) the application must specify in reasonable detail how the Committee should vary the Operational and Maintenance Code; and
- (c) the Committee may ask for more information about the application.

10.4. Review by Committee

The Committee:

- (a) must review each application under clause 10.3;

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- (b) may agree or refuse to vary the Operational and Maintenance Code in its absolute discretion;
- (c) is not bound by its past decisions; and
- (d) may recover the reasonable costs incurred by the Committee in reviewing an application made under clause 10.3, from the Member who made that application.

10.5. Deemed refusal

If the Committee does not make a decision within the later of 2 months after its receipt of the application referred to under clause 10.3(a) or 2 months after its receipt of the last information requested under clause 10.3(c), the application under clause 10.3 is deemed to have been refused.

10.6. No inconsistency

An application to vary the Operational and Maintenance Code under clause 10.3 must not be inconsistent with the conditions imposed on a development consent by any Authority relating to the Complex or the relevant component of the Complex and the Committee may refuse to vary the Operational and Maintenance Code in those circumstances.

11. Limitations that apply to PMNSW and obligations under leases

11.1. PMNSW and leasehold land

At the date of this management statement, PMNSW owns the freehold title in all of the land in the Complex. It leases the various components of the Complex to each of the Owners.

11.2. The Sydney International Convention, Exhibition and Entertainment Precinct Project Delivery Agreement

PMNSW and the Developer entered into the Sydney International Convention, Exhibition and Entertainment Precinct (SICEEP) Project Delivery Agreement (PDA) on 22 March 2013 with respect to the development of the Complex.


11.3. Leasehold interests

Under the SICEEP PDA, PMNSW will grant Ground Leases of Lots to the Developer or persons nominated by the Developer. The holders from time to time of the Ground Leases granted by PMNSW pursuant to the SICEEP PDA are Owners.

It is intended that this management statement operates in many respects as if the Owners were the owners of freehold interest in the Lots, not leasehold owners. For instance, the Owners (other than Strata Lot Owners) have status as Members of this strata management statement during the term of their relevant Ground Leases. These arrangements are set out in further detail in this clause 11.

11.4. Stratum Lot leases

The Ground Lease for a Stratum Lot is between the owner of the leasehold interest in the Stratum Lot (as tenant) and PMNSW (as landlord). The holder of that Stratum Lot Ground Lease from time to time is an Owner and a Member.

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11.5. Common Property leases


The Ground Lease for a Lot which is Common Property is between the Owners Corporation for a Strata Scheme (as tenant) and PMNSW (as landlord). The holder of that Common Property Ground Lease from time to time is an Owner and a Member.

11.6. Strata Lot leases

- (a) The Ground Lease for a Strata Lot is between the owner of the leasehold interest in the Strata Lot (as tenant) and PMNSW (as landlord). The holder of that Strata Lot lease from time to time is an Owner but is not a Member. The holders of the leasehold interest in the Strata Lot exercise their rights and have a say on the Committee through the Owners Corporation for their Strata Scheme.
- (b) For the avoidance of doubt, each Strata Lot Owner as holder of a leasehold estate in its Strata Lot directly from PMNSW, consents to being excluded from membership of the Committee.

11.7. Empowerment of Lot Owners by PMNSW

- (a) On the grant of a Ground Lease to an Owner:
 - (i) without affecting its rights under this clause 11, PMNSW assigns all its right, title and interest in any powers, rights and authorities which PMNSW has in respect of the Lot the subject of the Ground Lease (by virtue of this management statement whether as Owner, Member or otherwise but in all cases excluding any rights of PMNSW under this clause 11) to that Owner for the term of the Owner's relevant Ground Lease with the intent that the Owner holds the Lot the subject of its Ground Lease as if it owned the freehold interest in that Lot for the duration of the term of the relevant Ground Lease; and
 - (ii) the Owner accepts the assignment from PMNSW under clause 11.7(a)(i) and in consideration of that assignment, covenants and agrees, at its own cost and at all times, to fully satisfy, discharge, perform and comply with all obligations, responsibilities, liabilities and duties which arise from or in connection with this management statement in respect of the Lot the subject of the Owner's Ground Lease to the extent that PMNSW would otherwise be required to satisfy, discharge, perform or comply with any such conditions if PMNSW were taken to be the 'Owner' of that Lot for the purposes of this management statement.
- (b) For the avoidance of doubt, for the purposes of section 105 of the *Strata Schemes Development Act 2015* (NSW) PMNSW remains a person who has entered into this management statement and does so solely for the purpose of enforcing its rights under this clause 11.
- (c) PMNSW and each Owner agree to take any necessary steps required to give effect to the assignment of powers, rights and authorities under this clause 11.7, including signing and registering any amendment to this management statement which is properly authorised under it and the Owner must pay, on request, the reasonable costs incurred by PMNSW in doing anything pursuant to this clause 11.

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- (d) PMNSW as owner of the freehold title in all of the land in the Complex, consents to being excluded from membership of the Committee.

11.8. Statutory discretion

Nothing in this management statement in any way restricts or otherwise fetters the statutory discretion of PMNSW or the use of its statutory powers under the *Sydney Harbour Foreshore Authority Act 1998* (NSW) or any other relevant Acts.

11.9. Not required to be party to contracts

Despite anything else in this management statement, PMNSW is not required to be a party to any agreement with the Facilities Manager, the Strata Managing Agent or any other agreement or contract entered into by the Committee unless PMNSW notifies the Committee in writing that it will be a party.

11.10. No liability under agreements

Despite anything else in this management statement, PMNSW is not liable under an agreement or contract entered into by the Committee unless:


- (a) PMNSW has notified the Committee under clause 11.9; and
- (b) PMNSW is a party to the agreement or contract.

11.11. No liability under management statement

- (a) Despite anything else in this management statement, PMNSW is not liable for any acts or omissions of any Member or Owner or the Committee or for any thing done or neglected to be done by any person under, arising from, in relation to or referred to in this management statement.
- (b) Except to the extent caused or contributed to by PMNSW, if PMNSW incurs any liability, loss, cost, expense, claim or damage arising from any act or omission of any Member, Owner or the Committee under, arising from, in relation to or referred to in this management statement, the Members, each jointly and severally, indemnify PMNSW from and against that liability, loss, cost, expense, claim or damage.
- (c) For the avoidance of doubt, this clause 11.11 applies for the benefit of PMNSW at all times including during any period in which it is deemed to be an 'Owner' of a Lot whether by virtue of the *Strata Schemes Development Act 2015* (NSW) or as a result of the expiry or termination of a Ground Lease for a Lot.

11.12. Consents under leases

Nothing in this management statement gives an Owner consent to do anything which is prohibited or regulated by their Ground Lease with PMNSW.

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11.13. Obligations under leases with the Authority

Notwithstanding anything in this management statement, each Owner must comply on time and at its cost and risk with all obligations, duties, covenants and responsibilities in the Ground Lease which that Owner has entered into with PMNSW.

11.14. Inconsistencies between leases and this management statement

A Ground Lease with PMNSW prevails to the extent of any inconsistency between it and this management statement.

11.15. No financial contribution

- (a) Despite anything else in this management statement, PMNSW is not obliged to make any financial or other contributions to or in respect of the Administrative Fund, Capital Works Fund, any other matter under this management statement or in respect of any obligation, liability, representation, warranty or agreement given, made or in any way arising from or in connection with this management statement.
- (b) Despite anything else in this management statement, the Committee is not entitled to levy PMNSW or require PMNSW to make any financial or other contributions to or in respect of the Administrative Fund, Capital Works Fund or any other matter under this management statement, except where PMNSW consents to such financial or other contribution being levied or required.
- (c) To the extent that PMNSW is levied for contributions in non-compliance with clause 11.15(b), the Members (other than PMNSW) indemnify, and must keep indemnified, PMNSW from and against those costs, expenses and financial contributions.
- (d) If at any time, due to the termination or expiry of a Ground Lease, PMNSW is deemed to be the relevant 'Owner' of a Lot for the purposes of this management statement, the Owners (other than PMNSW), each jointly and severally, must bear and pay on or before becoming due, all costs, expenses and financial contributions in respect of the Administrative Fund, Capital Works Fund, any other matter under this management statement or in respect of any obligation, liability, representation, warranty or agreement given, made or in any way arising from or in connection with this management statement which would otherwise be payable by PMNSW under this management statement.


11.16. Acting as agent

Despite clause 19.1, the Committee must not act as agent or take legal proceedings for PMNSW without PMNSW's written consent. PMNSW may withhold consent in its absolute discretion.

11.17. Insurance notices and information

Despite anything else in this management statement, in addition to the provisions of clause 16:

- (a) the Committee must provide to PMNSW copies of any notices given to the Committee by any insurer in respect of the Complex (or any part of the Complex) or any notice given by any other person to the extent that any such notice relates to the insurance of the Complex (or any part of the Complex); and

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- (b) the Committee must, at its own cost and as soon as is practicable after receiving a request from PMNSW, provide to PMNSW any reasonable information evidencing currency of insurances required under clause 16.1.

11.18. Effect of this clause as a deed poll

Notwithstanding any other provision of this management statement, upon execution of this management statement clause 11 of this management statement will operate and is deemed to operate as a deed poll and the provisions of this clause 11 will be binding on each of the Owners from time to time, and will be taken to be given for the benefit of PMNSW.

11.19. PMNSW's costs

The Committee must, if requested by PMNSW, pay all reasonable costs (including its administrative costs, legal costs, consultant's costs and disbursements) incurred by PMNSW in relation to any matter arising from this management statement, including, but not limited to, considering, responding and doing any thing in relation to any proposal put to PMNSW pursuant to clause 11.20.

11.20. Amending this clause

- (a) This clause 11 (including any part of it), any part of this management statement which affects, or may affect, the operation of this clause 11 and clause 16.5 can only be amended:
- (i) if the Committee has first obtained the written consent of PMNSW to any proposed amendment; and
 - (ii) that proposed amendment (in the same form approved by PMNSW pursuant to clause 11.20(a)) is approved by Unanimous Resolution.
- (b) Any amendment to this clause 11 (or any part of this management statement which affects, or may affect, the operation of this clause 11) which is purported or attempted to be made other than in accordance with this clause 11.20 is void and unenforceable and PMNSW may, at the cost of the Committee, take any action which it deems necessary in order to rectify any breach of this clause 11.20.


Part 3 – Rights and obligations of the Committee

12. Committee

12.1. Establishing the Committee

The Members must:

- (a) within 20 Business Days after the date of registration of this management statement, establish a building management committee for the Complex (**Committee**); and
- (b) retain that Committee.

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12.2. Membership of Committee

- (a) Each Member is and must remain a member of the Committee.
- (b) A person ceases to be a member of the Committee when that person ceases to be a Member.

12.3. Representatives

- (a) Each Member must appoint a natural person to represent the Member on the Committee (**Representative**). A Member may appoint a Substitute Representative to act in the place of its Representative on the Committee.
- (b) Only the Representative or Substitute Representative appointed by a Member may represent the Member at a meeting of the Committee.
- (c) A Member may at any time terminate the appointment of a Representative or Substitute Representative and appoint a different natural person to act as Representative or Substitute Representative as the case may be.
- (d) A Member must when it appoints a Representative or Substitute Representative give notice to the Committee of the full name and contact details of that Representative or Substitute Representative.
- (e) A Representative or Substitute Representative of a Member whose appointment as such Representative has not expired or been terminated is, for the purposes of membership of the Committee, taken to be the Member.
- (f) Despite anything else in this clause 12.3, if a Member is an Owners Corporation, the Representative or Substitute Representative for that Member must be a member of the Owners Corporation's strata committee.

12.4. Proxies

A Member may authorise their Representative or Substitute Representative to appoint a proxy to represent and vote for the Member at Meetings and Emergency Meetings. In the Member's Appointment Form, the Member must advise the Committee whether the Member's Representative or Substitute Representative may appoint a proxy.

13. Functions of the Committee


13.1. Overview

The Committee must manage, operate and Maintain the Complex on behalf of the Members in accordance with this management statement, the Codes and any Rules.

13.2. Specific functions

The functions of the Committee are to:

- (a) make decisions about matters in this management statement, the Codes and any Rules;

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- (b) manage, including control, the use of Shared Facilities;
- (c) operate and Maintain Shared Facilities;
- (d) where necessary, change, delete or add to Shared Facilities;
- (e) effect insurances according to any applicable law and this management statement;
- (f) arrange for Maintenance and other agreements;
- (g) monitor compliance by the persons referred to in clause 7 with their obligations under any applicable law, this management statement, the Codes and any Rules;
- (h) monitor the performance of any Strata Managing Agent;
- (i) monitor the performance of any Facilities Manager; and
- (j) convene and hold meetings according to any applicable law and this management statement.

14. Officers of the Committee

14.1. Appointment of officers

The Committee must appoint as officers a secretary, treasurer and chairperson.

14.2. Qualification of officers

An officer of the Committee must be:

- (a) a Member who is a natural person;
- (b) a Representative; or
- (c) the Strata Managing Agent or a nominee of the Strata Managing Agent who is a natural person.


14.3. Appointment

One person may be appointed to be more than one of the officers referred to in clause 14.1.

14.4. Performance of officer functions

An officer of the Committee must perform the functions of the office according to:

- (a) any applicable law;
- (b) this management statement; and
- (c) the directions of the Committee.

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14.5. Procedure for appointing officers

Within 30 Business Days after the date of registration of this management statement, the Committee must appoint the officers referred to in clause 14.1.

14.6. New appointments

The Committee:

- (a) may appoint new officers at any time; and
- (b) must promptly appoint a new person as officer if that position is vacated.

14.7. Vacating the position of officer


A person's position as an officer is vacated if:

- (a) the person ceases to be a Member, Representative or the Strata Managing Agent or a nominee of the Strata Managing Agent;
- (b) the person gives notice of resignation from the position;
- (c) the Committee appoints a different person to the same position; or
- (d) the Committee terminates the appointment of the person to the position.

14.8. The secretary

The functions of the secretary are to:

- (a) convene meetings of the Committee;
- (b) prepare notices and agendas for meetings of the Committee;
- (c) prepare and distribute minutes of meetings of the Committee;
- (d) give notices on behalf of the Committee;
- (e) reply to communications received by the Committee;
- (f) perform administrative and secretarial functions for the Committee;
- (g) keep records (other than records which the treasurer must keep) for the Committee according to any applicable law and this management statement; and
- (h) make the books and records of the Committee available for inspection according to any applicable law and this management statement.

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14.9. The treasurer

The functions of the treasurer are to:

- (a) prepare budgets for the Administrative Fund and Capital Works Fund according to this management statement;
- (b) send notices of Contributions to Members;
- (c) collect Contributions;
- (d) receive, acknowledge, bank and account for Contributions and other money received by the Committee;
- (e) keep accounting records for the Committee according to any applicable law and this management statement;
- (f) arrange for the preparation of audit reports; and
- (g) prepare financial statements according to any applicable law and this management statement.

14.10. The chairperson

- (a) The function of the chairperson is to chair each meeting of the Committee at which the chairperson is present.
- (b) If the chairperson:
 - (i) does not attend a meeting; or
 - (ii) attends a meeting but does not wish to chair the meeting,


the Committee may appoint a Representative, the Strata Managing Agent or a nominee of the Strata Managing Agent to chair that meeting only.

15. Rights of the Committee to act

15.1. Committee may act

The Committee may do anything in the Building or the Complex that:

- (a) a Member, a Strata Lot Owner, an Owner or a Specified Occupier should have done under any applicable law, this management statement, the Residential By-Laws, a Code or any Rule; and
- (b) in the opinion of the Committee, acting reasonably, any person referred to in clause 15.1(a) has not done or not done properly.

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15.2. Committee's obligations

To exercise its rights under this clause 15, the Committee:

- (a) must give the relevant person referred to in clause 15.1(a) reasonable notice before it exercises those rights (except in the case of an emergency where notice is not required);
- (b) may enter the relevant part of the Complex and stay there for as long as reasonably necessary; and
- (c) may do what is required to remedy the situation.

15.3. Committee's exercise of rights

- (a) The Committee may exercise a right, power or remedy:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy by the Committee does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by the Committee to exercise or delay by the Committee in exercising a right, power or remedy does not prevent its exercise later.

15.4. Reimbursement of costs

- (a) A person referred to in clause 15.1(a) that has not done what should have been done under any applicable law, this management statement, the Residential By-Laws, a Code or any Rule, or has not done it properly, must pay the costs incurred by the Committee as a result of its acting under this clause 15.
- (b) The Committee must give the relevant person referred to in clause 15.1(a) any information that person reasonably requires about the costs the Committee has incurred.

15.5. Limit interference


When the Committee exercises its rights under this clause 15, it must use reasonable endeavours not to interfere unreasonably with the lawful use of the Complex by any person referred to in clause 7.

15.6. Limited liability

The Committee is not liable for damage arising out of exercising its rights under this clause 15 (except for damage it causes maliciously or negligently).

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16. Committee's insurance obligations

16.1. Insurances

The Committee must:

- (a) insure the Complex under a damage policy according to the Strata Schemes Legislation;
- (b) effect any insurance required to be taken out by the Workers Compensation Act 1987 (NSW) and the Workplace Injury Management and Workers Compensation Act 1998 (NSW);
- (c) effect insurance for which the Committee could become liable in damages in respect of damage to property, death or bodily injury;
- (d) effect insurance against the possibility of the Members becoming jointly liable by reason of a claim arising in respect of any occurrence against which the Committee decides to insure;
- (e) effect insurance against any damages for which the Committee could become liable by reason that, without fee or reward or expectation of fee or reward, a person acting on behalf of the Committee does work in the Complex or on the Land;
- (f) effect machinery breakdown insurance for Shared Facilities that are plant and equipment;
- (g) effect building insurance with an insurer authorised to write general insurance business under the Insurance Act 1973 (Cth) or another type of insurer approved under the Strata Schemes Legislation;
- (h) effect public liability insurance in relation to Shared Facilities for a cover of not less than \$20 million or any greater sum prescribed by any applicable law;
- (i) make sure that enough insurance cover is effected to pay for increased costs during the period of insurance; and
- (j) effect any other insurance required by any applicable law or considered necessary or desirable by the Committee,


and the Committee may:

- (k) in its discretion, effect any other insurance which the Committee considers is appropriate to be procured by the Committee having regard to the obligations of the Owners under their respective Ground Leases and which relate to the whole of the Complex or the obligations and liabilities of the Committee.

16.2. Regular review of insurances

Each year, the Committee must;

- (a) review its current insurances;
- (b) decide whether it needs new insurances and, if so, effect those insurances;

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- (c) decide whether it needs to adjust current insurances and, if so, adjust those insurances; and
- (d) include a motion on the agenda for a meeting of the Committee to determine the matters in this clause.

16.3. Insuring for new risks

If there is an increase in or a new risk to the Complex or the Committee, the Committee must immediately effect new insurances or adjust existing insurances.

16.4. Obligations regarding valuation

Subject to the requirement of any insurer to do so more frequently, the Committee must have the Complex valued for insurance purposes by a registered valuer at least every 3 years.

16.5. Insurance records

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances effected under this clause 16; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

17. Keeping books and records


17.1. General obligation

The Committee must keep copies of agendas, motions and minutes and other books and records relating to the management and operation of the Complex and the Shared Facilities for whichever is the longer of 7 years and the period the Strata Schemes Legislation requires an owners corporation to keep notices of meetings and minutes.

17.2. Records

Records which the Committee must keep include:

- (a) an up to date copy of this management statement;
- (b) the Committee's agreements with the Strata Managing Agent and the Facilities Manager;
- (c) the Committee's agreements with contractors, tradespersons and any other persons in relation to Shared Facilities;
- (d) an up to date roll containing the names, addresses and other contact details for each Member and their respective Representatives;
- (e) notices and minutes of Meetings of the Committee;

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- (f) voting papers and Proxy Forms for Meetings and Emergency Meetings of the Committee;
- (g) financial statements;
- (h) audit reports;
- (i) budgets;
- (j) notices served on the Committee;
- (k) correspondence received by the Committee;
- (l) copies of correspondence forwarded by the Committee;
- (m) insurance records, including duplicate or certified copies of policies, renewal certificates and endorsement slips for insurances; and
- (n) any other reasonably significant records relating to the management and operation of the Complex by the Committee.

18. Committee's power to gain access to Shared Facilities

18.1. General requirement

When the Committee exercises its rights to access parts of the Complex, it must not interfere unreasonably with Owners' and Occupiers' lawful use of that area or the quiet enjoyment of the Occupiers.

18.2. What are the powers of the Committee?

Subject to this clause 18, the Committee has the power to gain access to parts of the Complex in order to:

- (a) operate, test, use, maintain, repair or replace Shared Facilities; and
- (b) exercise its rights and comply with its obligations under this management statement.

18.3. Access requirements

To enable the Committee to exercise its rights under this clause 18 and subject to clause 18.4:

- (a) an Owners Corporation must give the Committee access to the Common Property of that Strata Scheme; and
- (b) an Owner or Occupier must give the Committee access to that Owner's or Occupier's Lot,
- (c) by the most direct route or by the route nominated by the Committee (acting reasonably).