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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Singer Residential** **Shop 2, 78 Railway Crescent, Jannali NSW 2226** **Email: joshua@singerresidential.com.au**	**Phone: 0457 056 811** **Ref: Joshua Singer**
co-agent		
Vendor	**Tane John Bisset** **Unit 1, 1 O'Brien Street, Bondi Beach NSW 2026**	
vendor's solicitor	**Open House Conveyancing** **PO Box 5333, Wollongong NSW 2520** **Email: rgarra@ohconveyancing.com.au**	**Phone: 1300 001 137** **Ref: DG:RG:592**
date for completion	**42nd day after the date of this contract** (clause 15)	
land (address, plan details and title reference)	**B408/3 Blake Street, Kogarah NSW 2217** **Lot 151 in Strata Plan 97728** **Folio Identifier 151/SP97728**	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
Improvements	☐ 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	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ 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**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☒ NO ☐ yes
Nominated *Electronic Lodgement Network* (ELN) (clause 30):	PEXA
Electronic transaction (clause 30)	☐ no ☒ YES (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

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

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☒ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☒ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☒ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off-the-plan contract
- ☐ 58 other document relevant to off-the-plan contract

Other

- ☐ 59

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

BCS Strata Management - Miranda
Locked Bag 22, Haymarket NSW 1240
Email: bcs_miranda@bcssm.com.au
Tel: 02 9589 5600

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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.

Unit B408/3 Blake Street KOGARAH NSW 2217

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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.**

Unit B408 / 3 Blake Street KOGARAH NSW 2217

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.

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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

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.

Unit B402 / 3 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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*.

Unit B408 / 5 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.
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.

Unit B408 / 5 Blake Street KOGARAH NSW 2217

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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 –

Unit B408 / 3 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

Unit B408/3 Blaxe Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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*.

Unit B409 / 3 Blake Street YOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Unit B408 / 3 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Unit D408 / 5 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

Unit B409/13 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 earnt 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

Unit B408 / 3 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Unit B408 / 5 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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;

Unit B408 / 5 Blake Street KOGARAH NSW 2217

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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*.

Unit B106/5 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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.*

Unit B408 / 2 Bate Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

Unit B408 / 3 Blake Street KOGARAH NSW 2217

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Additional clauses forming part of this contract for the sale and purchase of B408/3 BLAKE STREET, KOGARAH NSW 2217

33. INTERPRETATION

33.1 If there is any conflict between the provisions of these further additional clauses and those contained in the printed conditions of this contract, these further additional clauses prevail.

33.2 Headings are inserted for convenience or reference only and must be ignored in the interpretation of this contract.

34. CONDITIONS OF SALE 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 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002; and

34.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

(a) the principal'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 the 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; and

(h) as soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.

34.2 The following conditions, in addition to those prescribed by subclause 34.1, 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 34.3, 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'.

34.3 The following conditions, in addition to those prescribed by subclauses 34.1 and 34.2 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; and
(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.

35. STANDARD FORM CONTRACT

35.1 The following printed clauses are amended as follows:
(a) **clause 7.1.1:** replace '5%' with '$1.00';
(b) **clause 7.2.4:** delete the words 'and the costs of the purchaser';
(c) **clause 8.1.1:** delete the words 'on reasonable grounds';
(d) **clause 8.1.2:** delete the words from 'that' to 'grounds' inclusive;
(e) **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';
(f) **clause 12:** insert the following at the end of the clause: 'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';
(g) **clause 14.4.2:** delete the clause;
(h) **clause 14.8:** delete the clause;
(i) **clause 16.6:** replace 'If' with 'If at least 7 days before the date for completion';
(j) **clause 16.8:** delete the clause;
(k) **clause 19:** insert the following additional clause: '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.';
(l) **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause;
(m) **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' at the end of the clause;
(n) **clause 20:** insert the following additional clause: '20.16 In this contract, unless the context requires otherwise:
20.16.1 *in writing* includes any communication sent by letter or email; and
20.16.2 *including* and similar expressions are not words of limitation.';
(o) **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;
(p) **clause 23.6:** clauses 23.6.1 and 23.6.2 are replaced with the words 'and is not a levy for special expenses payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';
(q) **clause 23.9.3:** delete the words 'or before completion';
(r) **clause 23.13:** delete the words 'at least 7 days';
(s) **clause 23.14:** delete the clause;
(t) **clause 23.17.2:** delete the clause;
(u) **clause 25:** delete the clause;
(v) **clauses 28 and 29:** delete the clauses; and

(w) **clause 30.5:** insert the words and 'if clause 30.1 applies,' after *'Normally,'* replace the words '7 days of the *effective date'* with the words '14 days of the *effective date'.*

35.2 Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

36. NO MERGER AND SURVIVAL

A party's right or obligation which is of a continuing nature or which is not fully satisfied and discharged on completion of any transaction contemplated by this contract:

(a) does not merge on completion of that transaction;
(b) continues in favour of the party to which it is owed; and
(c) remains in full effect.

37. ENTIRE AGREEMENT

This contract:

(a) records the entire agreement between the parties; and
(b) supersedes all previous negotiations, understandings, representations and agreements, in relation to the subject matter of this Contract.

38. DEPOSIT LESS THAN 10%

38.1 For the purpose of clause 9.1 of the contract generally, "the Deposit" is the sum equivalent to 10% of the purchase price.

38.2 If the vendor agrees to accept a payment of less than 10% of the purchase price on exchange of contracts, the deposit is payable by the purchaser as follows:

(a) the amount equivalent to 5% of the purchase price, on the date of this contract; and
(b) the balance of the deposit on or earlier of:
    i. completion of this contract; and
    ii. the date on which the purchaser commits a default under this contract which would entitle the vendor to exercise the rights conferred under Clause 9 (including forfeiture of the deposit), and in this respect, time is of the essence.

38.3 Further and in addition to the rights conferred on the vendor under clause 2.5, upon any default by the purchaser which entitles the vendor to exercise the rights conferred by clause 9 (including forfeiture of the deposit) the vendor will be entitled to sue the Purchaser for the balance of the unpaid deposit, and recover the difference as a liquidated debt.

38.4 The rights given to the vendor by the provision of this clause will be in addition to all other rights conferred on the vendor by clause 9 of this contract.

39. COOLING OFF PERIOD EXTENSION

39.1 When the purchaser requests the vendor to extend any cooling off period, it is an essential term that on completion of this contract the purchaser shall pay the sum of $220.00 inclusive

of GST for each extension requested, to reimburse the vendor for the additional legal costs incurred by the vendor in connection with the request for the extension of the cooling off period, whether or not the vendor agrees with the request.

39.2 Where the purchaser rescinds this contract pursuant to the cooling off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit being held by the deposit holder.

40. NOTICE TO COMPLETE

40.1 If a party is entitled to serve a notice to complete, then the party may:
(a) at any time serve a notice making time of the essence and requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
(b) specify a time of day between 11am and 4pm as the time for completion.

40.2 The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

40.3 The party serving a notice to complete reserves the right to withdraw the notice and issue further notices to complete.

40.4 The purchaser shall pay the vendor the sum of $550.00 (including GST) to cover legal costs and expenses incurred as a consequence of issuing a notice to complete, as a genuine pre-estimate of those additional expenses to be allowed by the defaulting party as an additional adjustment on completion.

41. INTEREST

41.1 If this contract is not completed by the completion date, the purchaser must pay:
(a) interest to the vendor on completion on the balance of the purchase price (including any unpaid deposit amounts) and any other amount payable on completion by the purchaser to the vendor calculated daily at 10% per annum from the completion date up to and including the date completion occurs; and
(b) the sum of $330.00 (plus GST) for the vendor's additional legal expenses associated with the purchaser's failure to complete by the completion date.

41.2 The purchaser is not required to pay interest or costs under this clause 41 for any period that the purchaser's failure to complete is caused solely by the Vendor.

41.3 The obligation to pay interest and costs on completion is an essential term of this contract. Interest and costs payable pursuant to this clause 41 is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

42. SECTION 184 CERTIFICATE

Clause 23.13 is deleted. The vendor will not provide a certificate under section 184 of the Strata Schemes Management Act 2015. The purchaser is authorised to apply for the certificate on the vendor's behalf.

43. REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

44. PRESENT CONDITION

Subject to section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage, drainage, gas, electricity, telephone and other installations (*Services*) and cannot make a claim or requisition, delay completion, rescind or terminate in respect of:

(a) the condition, state of repair, dilapidation or infestation (if any) of the property;
(b) any latent or patent defect in the property;
(c) the suitability of the property for any purpose;
(d) loss, damage, dilapidation, infestation, mechanical breakdown, reasonable wear and tear which may affect the property between the date of this contract and completion;
(e) the zoning and planning controls and restrictions applying to the property and the use to which the property may be put and the development of the property (including all approvals, permits and consents concerning the development or use of the property and the conditions of them);
(f) the presence in, on, under or near the property of any asbestos or any other hazardous substance;
(g) any environmental hazard or contamination;
(h) the nature, location, availability or non-availability of any water, sewerage, drainage, gas, electricity, telephone and other installations *(Services)* or defects in the Services;
(i) whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;
(j) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
(k) any rainwater downpipe being connected to the sewer;
(l) any failure to comply with the *Swimming Pools Act 1992* (NSW) or the regulations prescribed under this Act;
(m) any non-compliance with the *Local Government Act 1993* (NSW); or
(n) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms.

45. PURCHASER'S WARRANTIES

45.1 The purchaser represents and warrants that:

(a) the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);

(b) the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and

(c) the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

45.2 The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 45.

46. INSOLVENCY OF PURCHASER

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

(a) resolve to enter into liquidation or provisional liquidation;

(b) have a summons presented for its winding-up;

(c) enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or

(d) have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

47. GUARANTEE

47.1 This clause 47 applies if the purchaser is a corporation.

47.2 The word *guarantor* means each director of the purchaser as at the date of this contract.

47.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

47.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

(a) payment of all money payable by the purchaser under this contract; and

(b) the performance of all of the purchaser's other obligations under this contract.

47.5 The guarantor:

(a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

(b) must pay on demand any money due to the vendor under this indemnity.

47.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

(a) the performance by the purchaser of its obligations under this contract; and

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

47.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

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

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

(a) the granting of any time, waiver, covenant not to sue or other indulgence;
(b) the release or discharge of any person
(c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
(d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
(e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
(f) the winding up of the purchaser.

47.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

47.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

47.12 This clause operates as a deed between the vendor and the guarantor.

47.13 This clause is an essential term of this contract.

EXECUTED as a Deed.

.....	…….
Director/Secretary	Director/Secretary
Name:	Name:
Address:	Address:

48. ANNEXURES TO CONTRACT

48.1 The vendor makes no warranty or representation as to the correctness or completeness of any of the documents annexed to this contract.

48.2 The purchaser cannot make any requisition or claim or rescind or terminate in respect of anything referred to or disclosed in any of the documents.

49. INCLUSIONS

The vendor hereby discloses and the purchaser acknowledges and agrees that the vendor gives no warranty whatsoever as to the state of repair, condition or fitness for purpose of any item listed in the inclusions and the purchaser will take title to all such listed items subject to all and any defects which exist on completion. In particular, the vendor does not warrant that any such listed item will be in good working order on completion.

50. CAPACITY

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* prior to completion dies, then the other *party* may *rescind* this contract by written notice to the first *party*'s *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply.

51. CORONAVIRUS (COVID-19)

51.1 This clause applies whilst ever the Federal, NSW State or Local Government area in which the dwelling is situated, is managing the Covid-19 Coronavirus outbreak as a Health Emergency or a State Emergency.

51.2 In the event any party to the contract is required to undertake self-isolation or quarantine, such party will notify the other party immediately; and (a) In the event that completion does not take place by the completion date as provided for in clause 15 of this contract due to self-isolation or quarantine, then the completion date is extended by 21 days.

51.3 In the event any party is admitted to hospital as a consequence of Covid-19 Coronavirus, such party will notify the other party as soon as possible; and (a) In the event that completion does not take place by the completion date as provided for in clause 15 of this contract due to such hospitalisation, then on and from the date of that party's discharge from hospital, the completion date is extended by 21 days.

52. VACANT POSSESSION

52.1 In the event the property is sold subject to vacant possession and a tenant is currently residing in the property, the purchaser agrees that the managing agent under the lease will only provide notice to the tenants to vacate the property after the expiry of the cooling off period.

52.2 In the event the tenant is unable to vacate on the completion date, the purchaser cannot serve the vendor with a notice to complete regarding the inability of the tenant to vacate the subject property.

53. ALTERATIONS

The parties authorise their respective solicitor or any employee of the same firm as the solicitor to alter this contract. Any such alterations will be binding.

54. BUILDING CERTIFICATE

54.1 The vendor does not have a building certificate issued under section 149D of the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the property.

54.2 The purchaser may not have the property inspected for the purposes of obtaining a building certificate.

54.3 The purchaser may not make a claim or requisition, delay completion, rescind or terminate because the purchaser does not obtain a building certificate for the property before completion.

55. TENANCY – RESIDENTIAL

55.1 The property is sold subject to the Residential Tenancy Agreement (Agreement) a copy of which is annexed to the contract.

55.2 The purchaser has satisfied itself about the existing tenancy and cannot make a claim or requisition or rescind or terminate in respect of it.

55.3 The vendor does not promise that the Agreement will be in force at the completion date.

55.4 The purchaser cannot make a claim or requisition or rescind or terminate this contract because the tenant vacates the premises occupied by it at the contract date before completion:

(a) on expiry of the Agreement;

(b) following lawful termination of the tenancy by the tenant or by the vendor with the purchaser's consent; or

(c) by abandoning the premises in repudiation of the Agreement.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 151/SP97728

SEARCH DATE	TIME	EDITION NO	DATE
5/8/2021	4:18 PM	2	24/6/2019

LAND

LOT 151 IN STRATA PLAN 97728
AT KOGARAH
LOCAL GOVERNMENT AREA GEORGES RIVER

FIRST SCHEDULE

TANE JOHN BISSET (T AP344266)

SECOND SCHEDULE (2 NOTIFICATIONS)

---

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97728
2 AP344267 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

592 Bisset PRINTED ON 5/8/2021

* 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.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97728

SEARCH DATE	TIME	EDITION NO	DATE
5/8/2021	4:18 PM	2	19/7/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97728 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KOGARAH
LOCAL GOVERNMENT AREA GEORGES RIVER
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP97728

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97728
ADDRESS FOR SERVICE OF DOCUMENTS:
BCS STRATA MANAGEMENT
27/66-68 GOULBURN STREET
SYDNEY
NSW 2000

SECOND SCHEDULE (21 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1251807
4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP97728
5 H510947 EASEMENT FOR SEWERAGE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1108591 EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
7 AF408216 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 AF408217 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1251807 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1251807 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

		DIAGRAM
11	DP1251807	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	DP1251807	EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
13	DP1251807	EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
14	DP1251807	EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
15	DP1251807	EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
16	DP1251807	EASEMENT FOR EMERGENCY ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
17	DP1251807	EASEMENT FOR EMERGENCY ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
18	DP1251807	RESTRICTION(S) ON THE USE OF LAND
19	DP1251807	POSITIVE COVENANT
20	EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015	
21	SP97728	PURSUANT TO S.63 STRATA SCHEMES DEVELOPMENT ACT 2015 THIS STRATA SCHEME CONTAINS UTILITY LOT(S) 221-223

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97728

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

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP97728 PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 97728

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
73	48	74	55	75	56	76	50
77	48	78	47	79	47	80	61
81	51	82	49	83	49	84	55
85	57	86	50	87	48	88	48
89	48	90	59	91	54	92	49
93	49	94	56	95	57	96	50
97	49	98	48	99	48	100	59
101	54	102	49	103	49	104	56
105	58	106	50	107	49	108	48
109	49	110	62	111	52	112	50
113	50	114	57	115	58	116	51
117	50	118	49	119	50	120	66
121	56	122	51	123	51	124	58
125	38	126	38	127	38	128	38
129	47	130	41	131	39	132	38
133	41	134	38	135	53	136	41
137	71	138	59	139	54	140	39
141	38	142	38	143	38	144	53
145	41	146	66	147	38	148	47
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153	54	154	41	155	67	156	38
157	48	158	40	159	40	160	40
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169	39	170	39	171	49	172	38
173	52	174	39	175	47	176	40
177	40	178	39	179	39	180	49
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185	41	186	40	187	40	188	40
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193	49	194	41	195	40	196	40
197	40	198	50	199	40	200	52
201	42	202	48	203	41	204	41
205	40	206	41	207	50	208	40
209	54	210	40	211	49	212	43
213	42	214	41	215	41	216	52
217	43	218	56	219	42	220	49
221	4	222	4	223	4		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

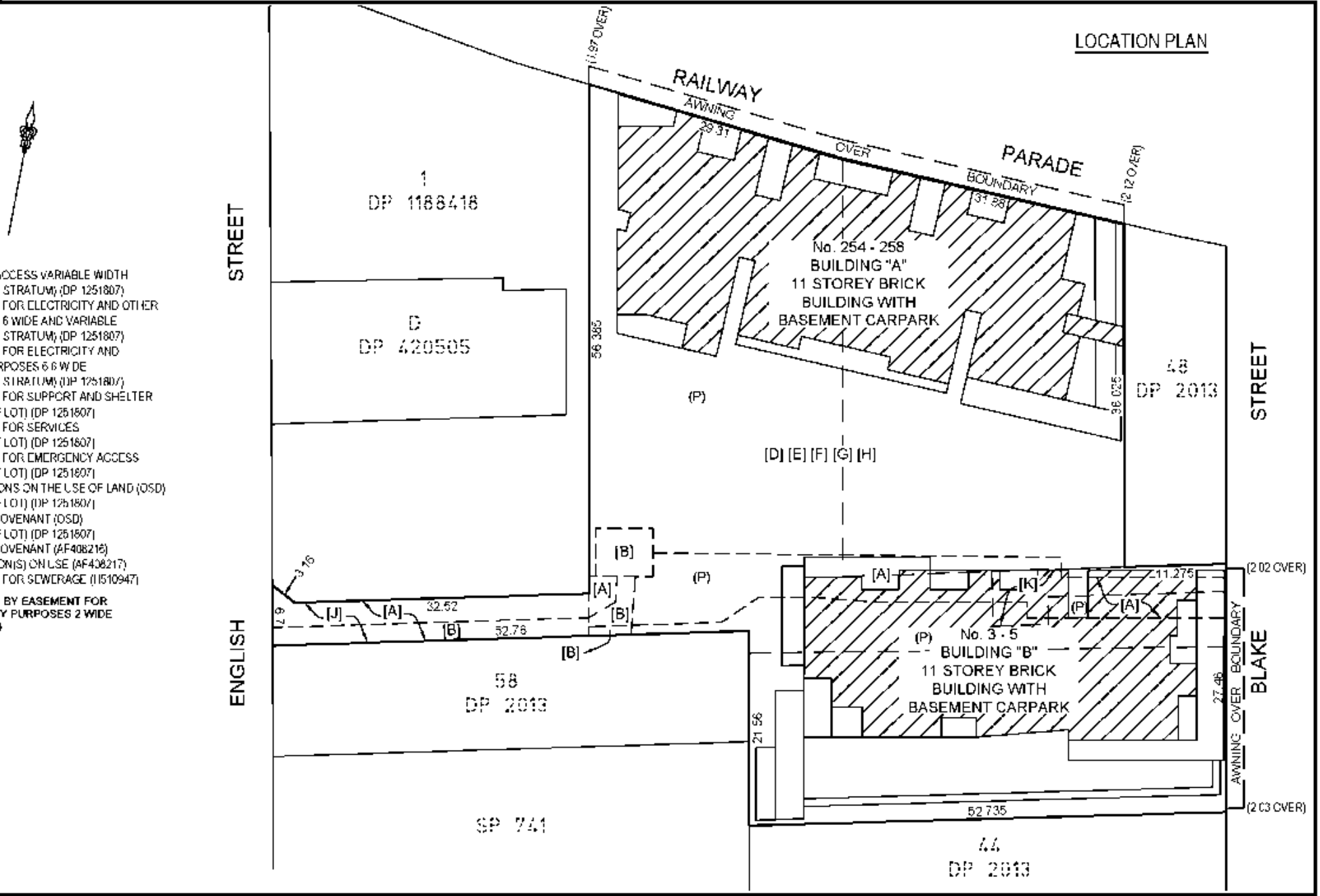
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LOCATION PLAN



[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM) (DP 1251807)
[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
[E] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1251807)
[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (DP 1251807)
[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (DP 1251807)
[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT) (DP 1251807)
[J] POSITIVE COVENANT (AF408216) RESTRICTION(S) ON USE (AF408217)
[K] EASEMENT FOR SEWERAGE (I510947)

(P) BENEFITED BY EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (DP1108591)

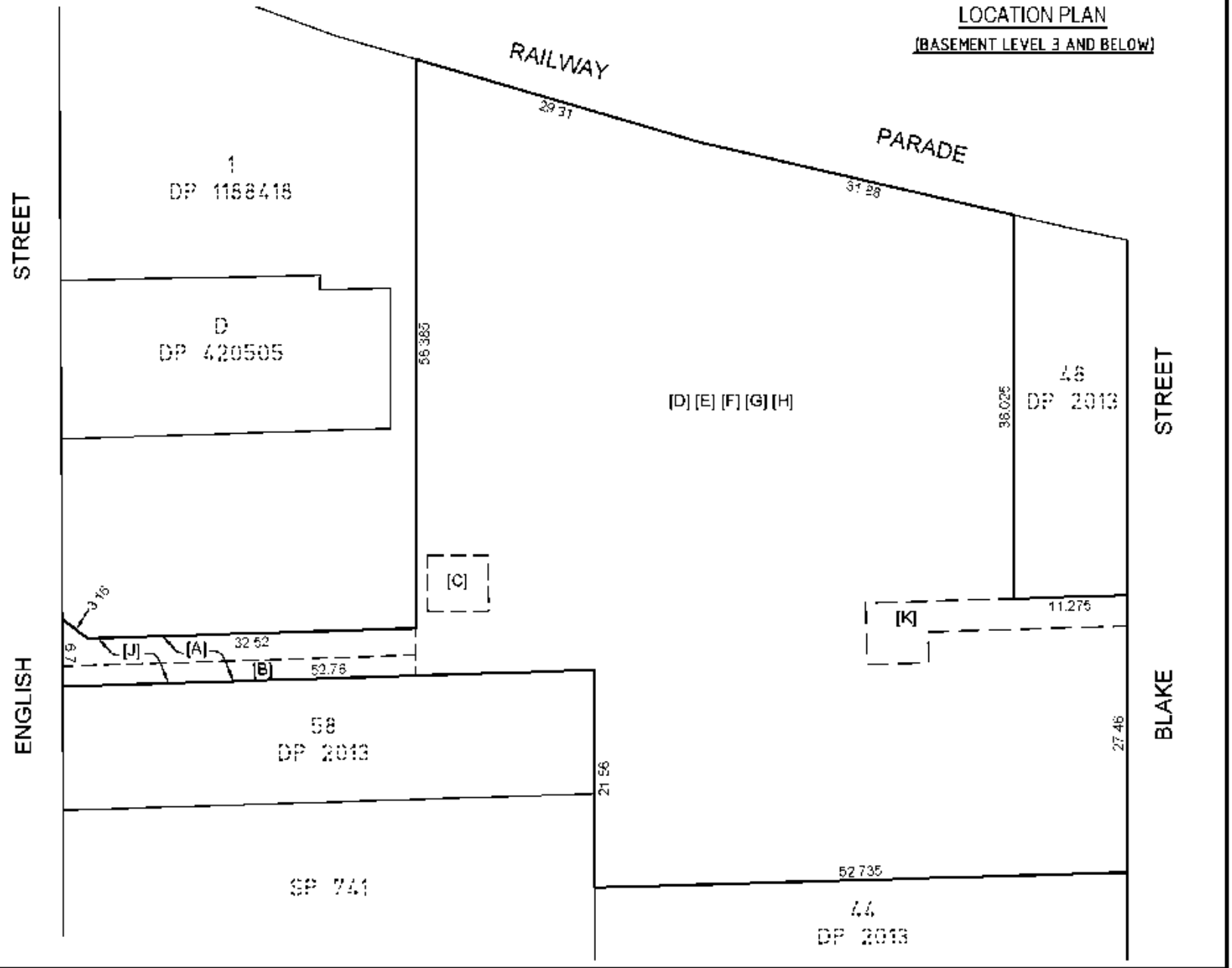
SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 25/03/2019 Reference: 180411-SP1	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER Locality: KOGARAH Reduction Ratio: 1:400 Lengths are in metres	REGISTERED 15.5.2019	SP97728

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LOCATION PLAN
(BASEMENT LEVEL 3 AND BELOW)



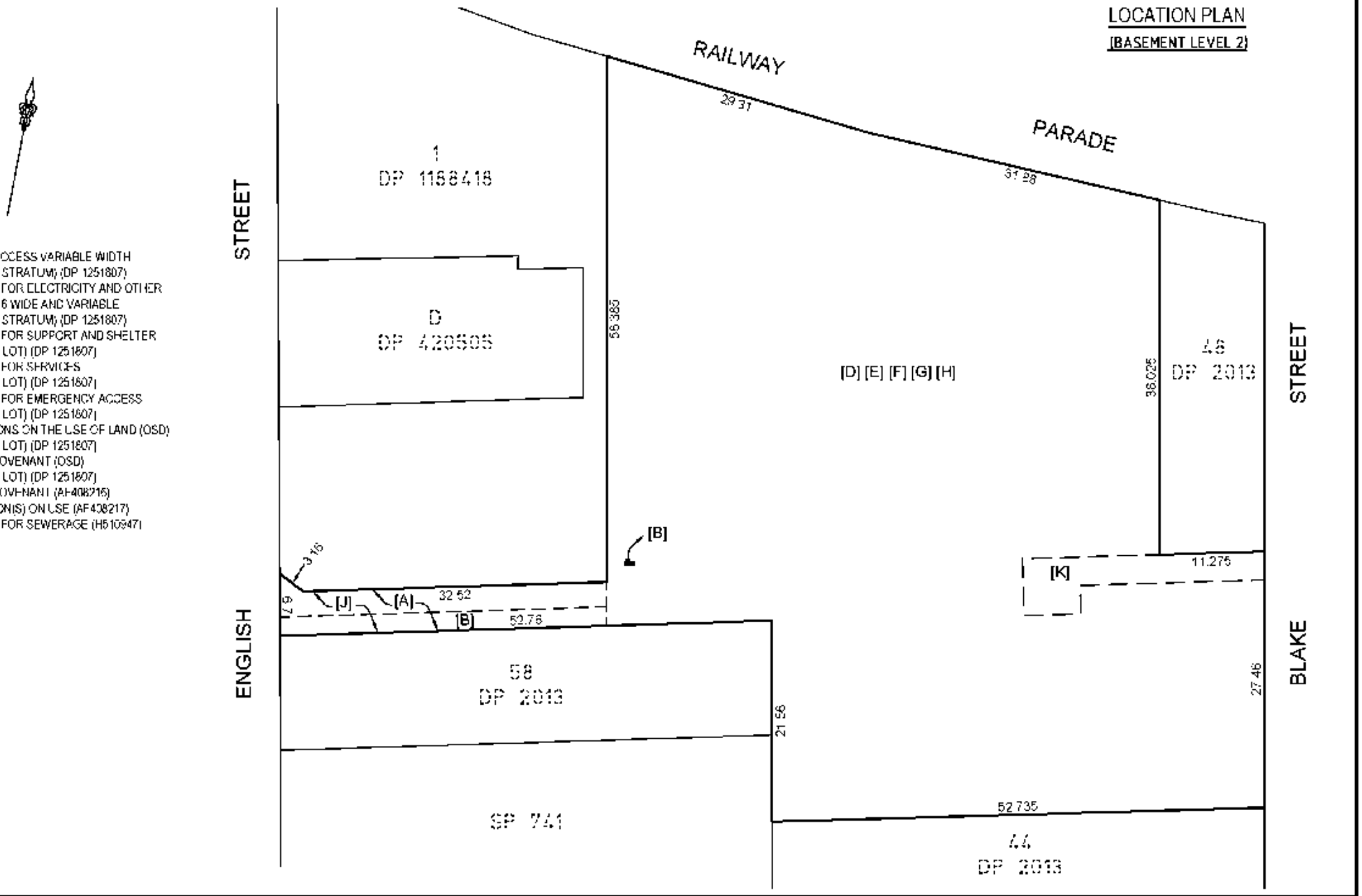
[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM) (DP 1251807)
[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
[E] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1251807)
[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (DP 1251807)
[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (DP 1251807)
[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT) (DP 1251807)
[J] POSITIVE COVENANT (AF408216) RESTRICTION(S) ON USE (AF408217)
[K] EASEMENT FOR SEWERAGE (I1510947)



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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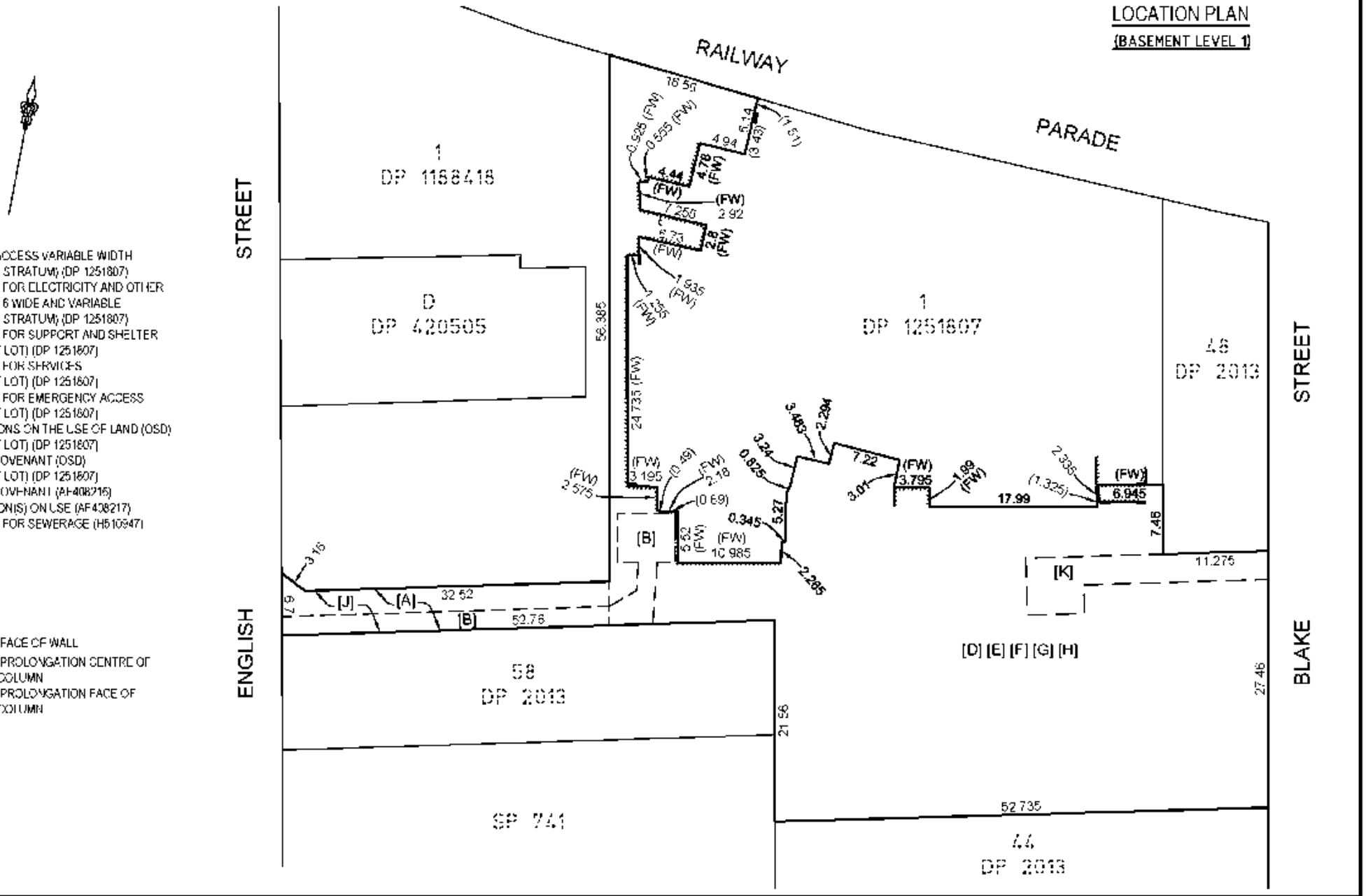
LOCATION PLAN
(BASEMENT LEVEL 2)



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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LOCATION PLAN
(BASEMENT LEVEL 1)



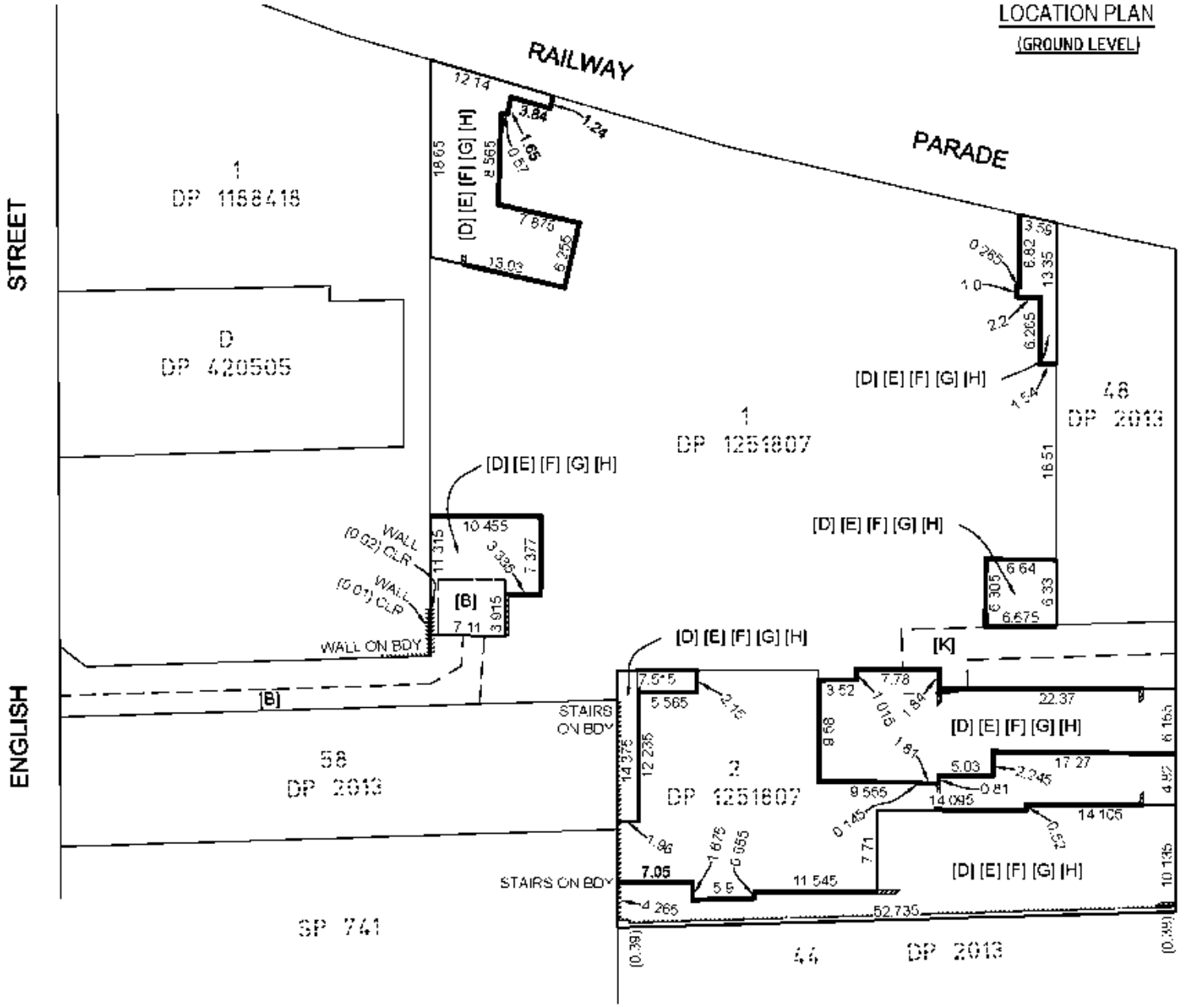
SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 25/03/2019 Reference: 180411-SP1	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER Locality: KOGARAH Reduction Ratio: 1:400 Lengths are in metres	REGISTERED 15.5.2019	SP97728

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|B| EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 8 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
|D| EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
|E| EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1251807)
|F| EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (DP 1251807)
|G| RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (DP 1251807)
|H| POSITIVE COVENANT (OSD) (WHOLE OF LOT) (DP 1251807)
|K| EASEMENT FOR SEWERAGE (H510947)

DENOTES CENTRELINE OF 0.14 WIDE WALL UNLESS NOTED OTHERWISE
DENOTES INSIDE FACE OF WALL

LOCATION PLAN
(GROUND LEVEL)

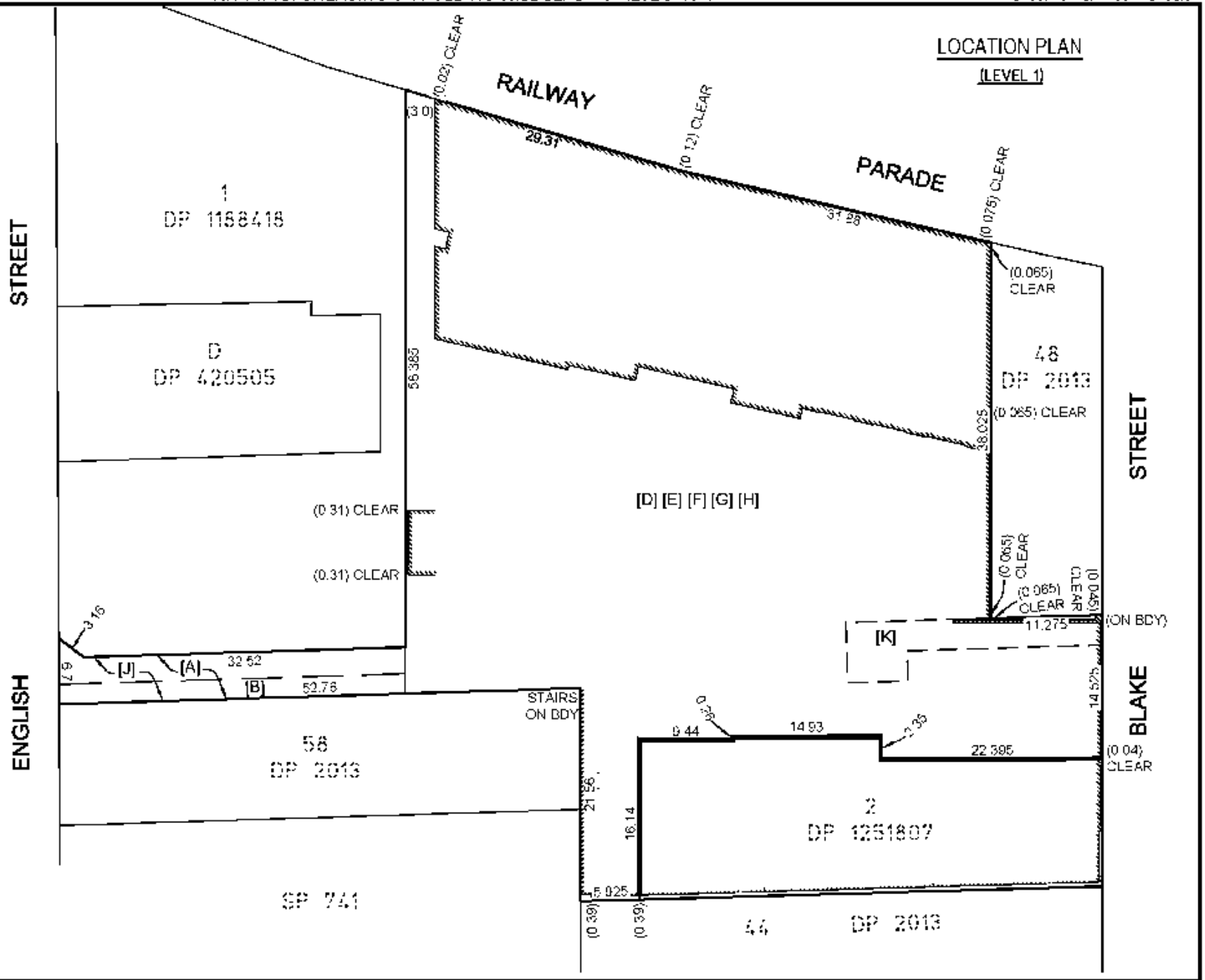


SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
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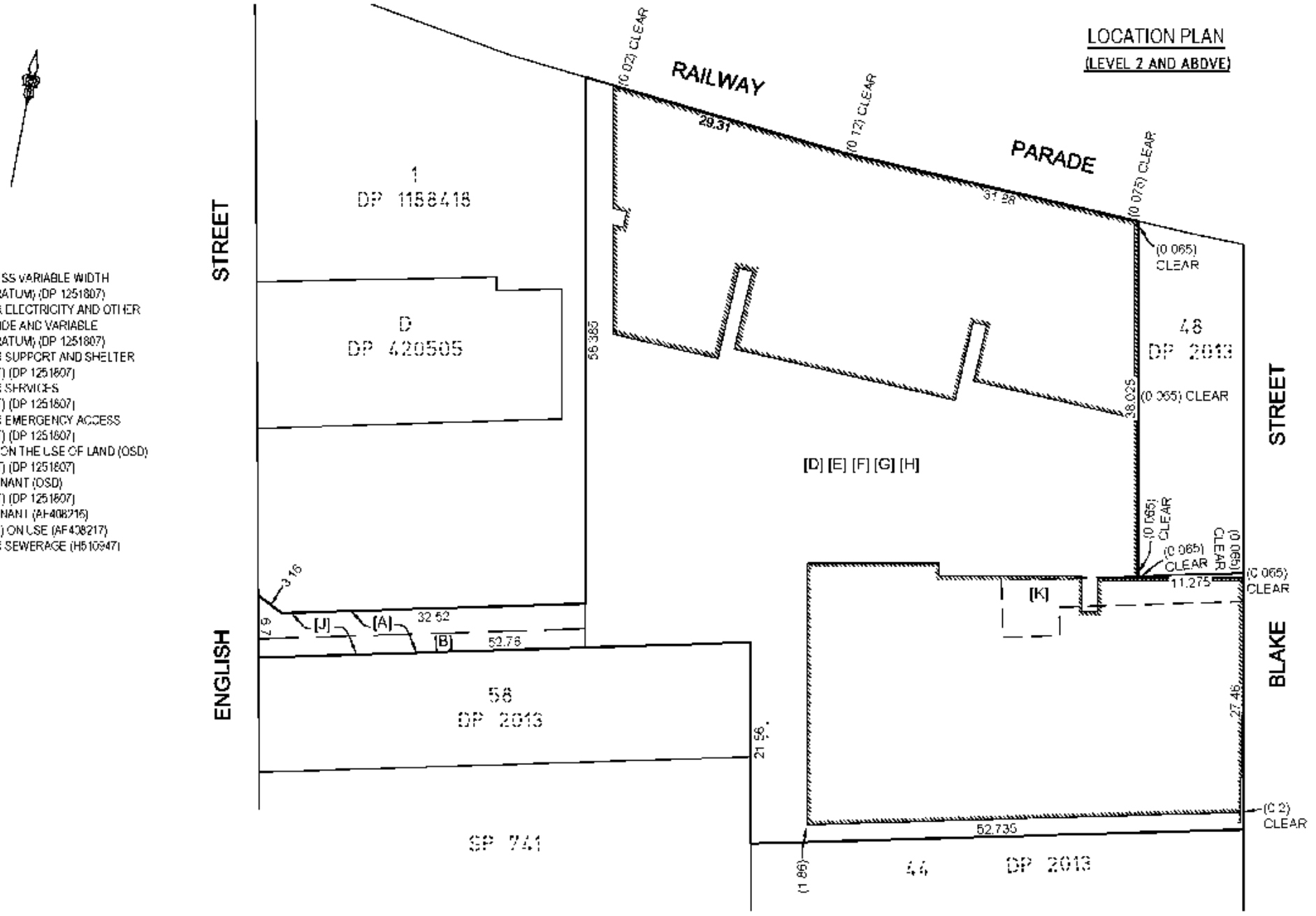
DENOTES CENTRELINE OF 0.14 WIDE WALL UNLESS NOTED OTHERWISE
DENOTES INSIDE FACE OF WALL



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
[D] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1251807)
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[K] EASEMENT FOR SEWERAGE (H510947)



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

BASEMENT LEVEL 3 (NORTH)

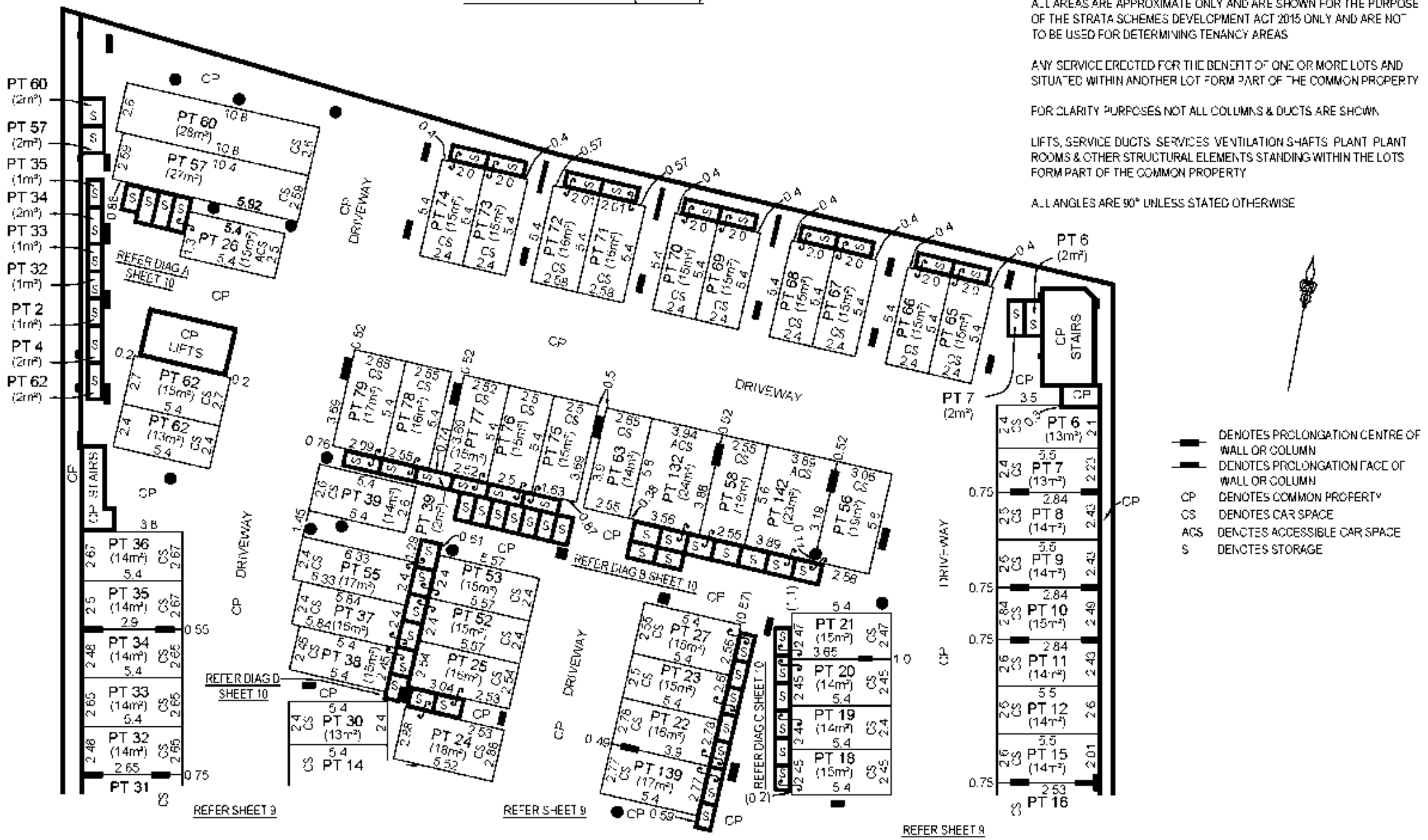
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

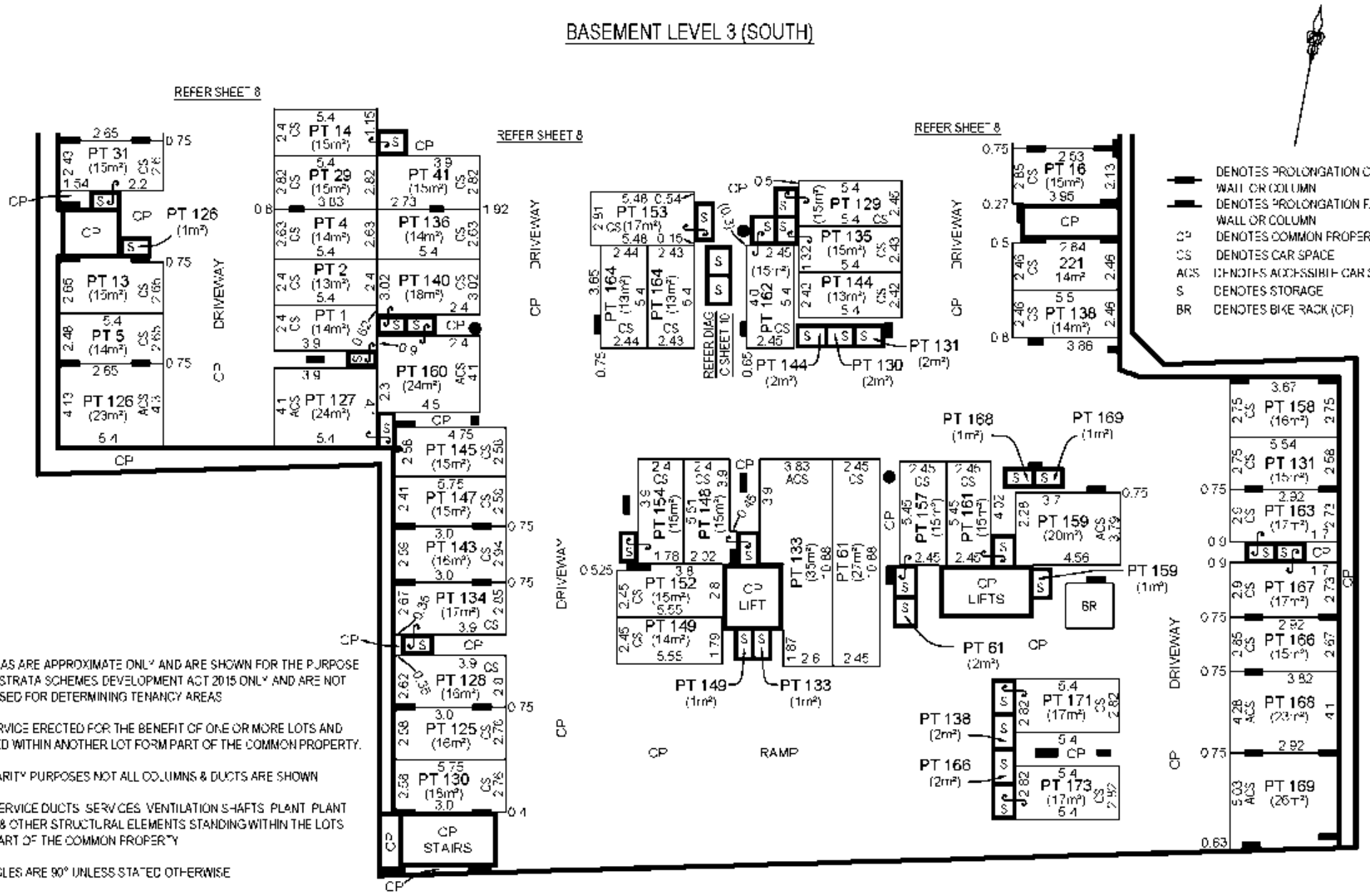
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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BASEMENT LEVEL 3 (SOUTH)



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

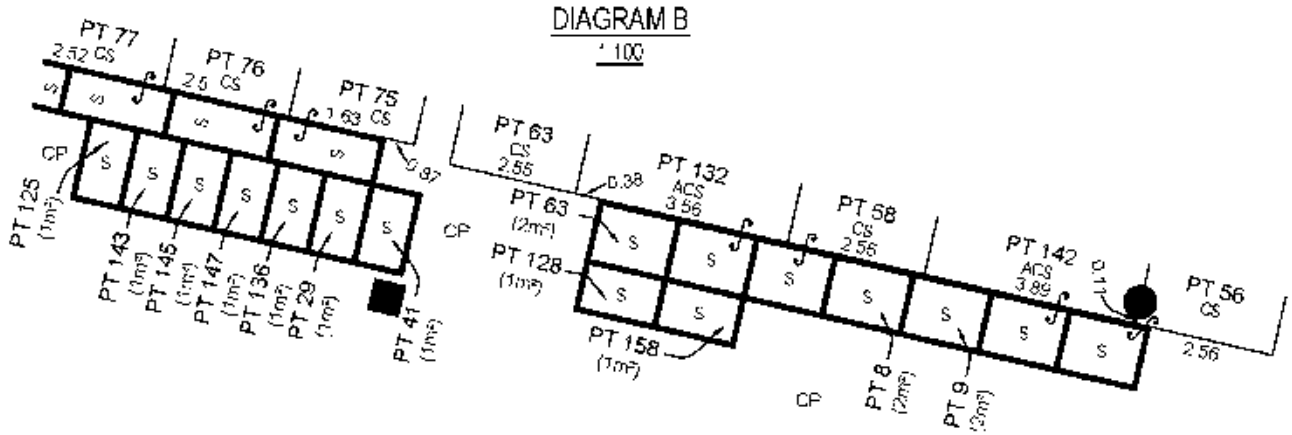
LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

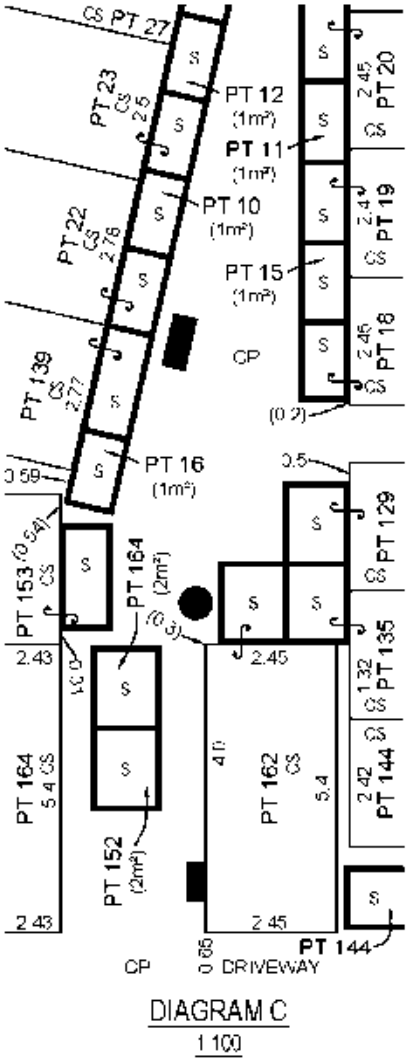
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R3026668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:9 of 46
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BASEMENT LEVEL 3 (DIAGRAMS)





DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

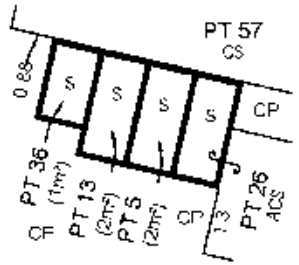


DIAGRAM A
1:100

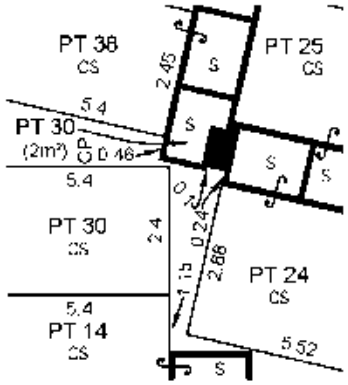


DIAGRAM D
1:100

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:100		
Reference: 180411-SP1		Lengths are in metres		

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:10 of 46
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BASEMENT LEVEL 2 (NORTH)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

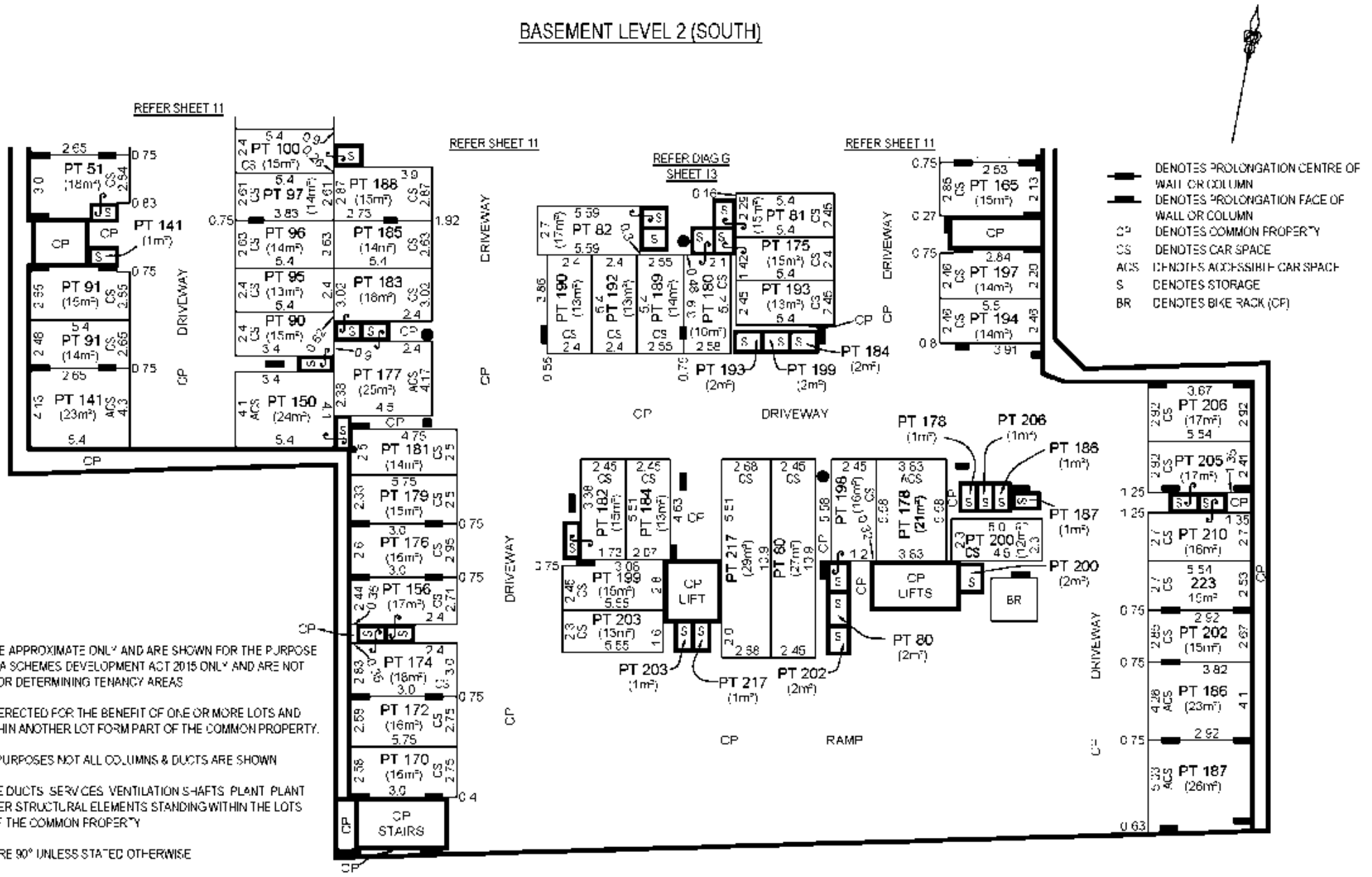


DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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BASEMENT LEVEL 2 (SOUTH)



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

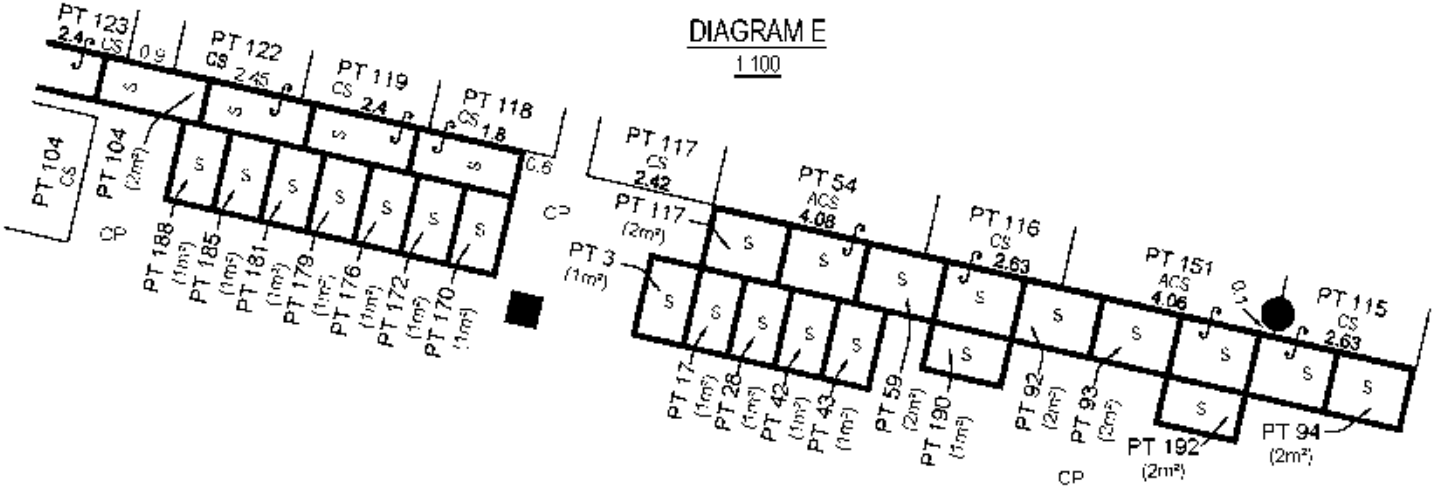
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R3026668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:12 of 46
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BASEMENT LEVEL 2 (DIAGRAMS)

DIAGRAM E
1:100



DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE

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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

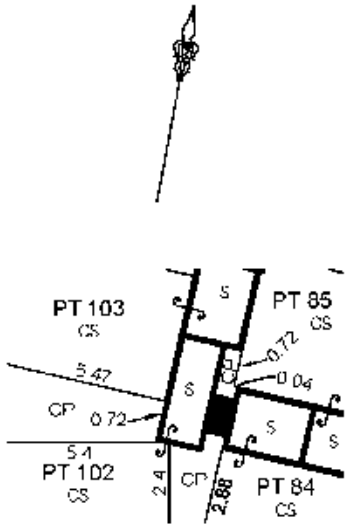


DIAGRAM F
1:100

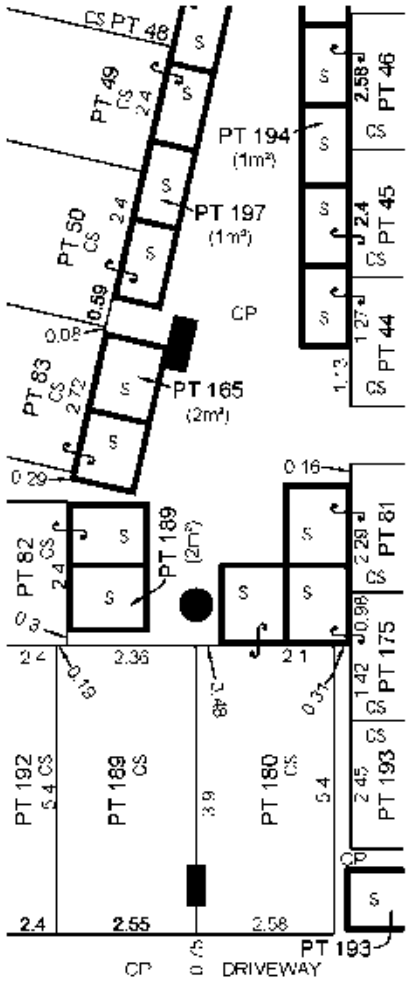


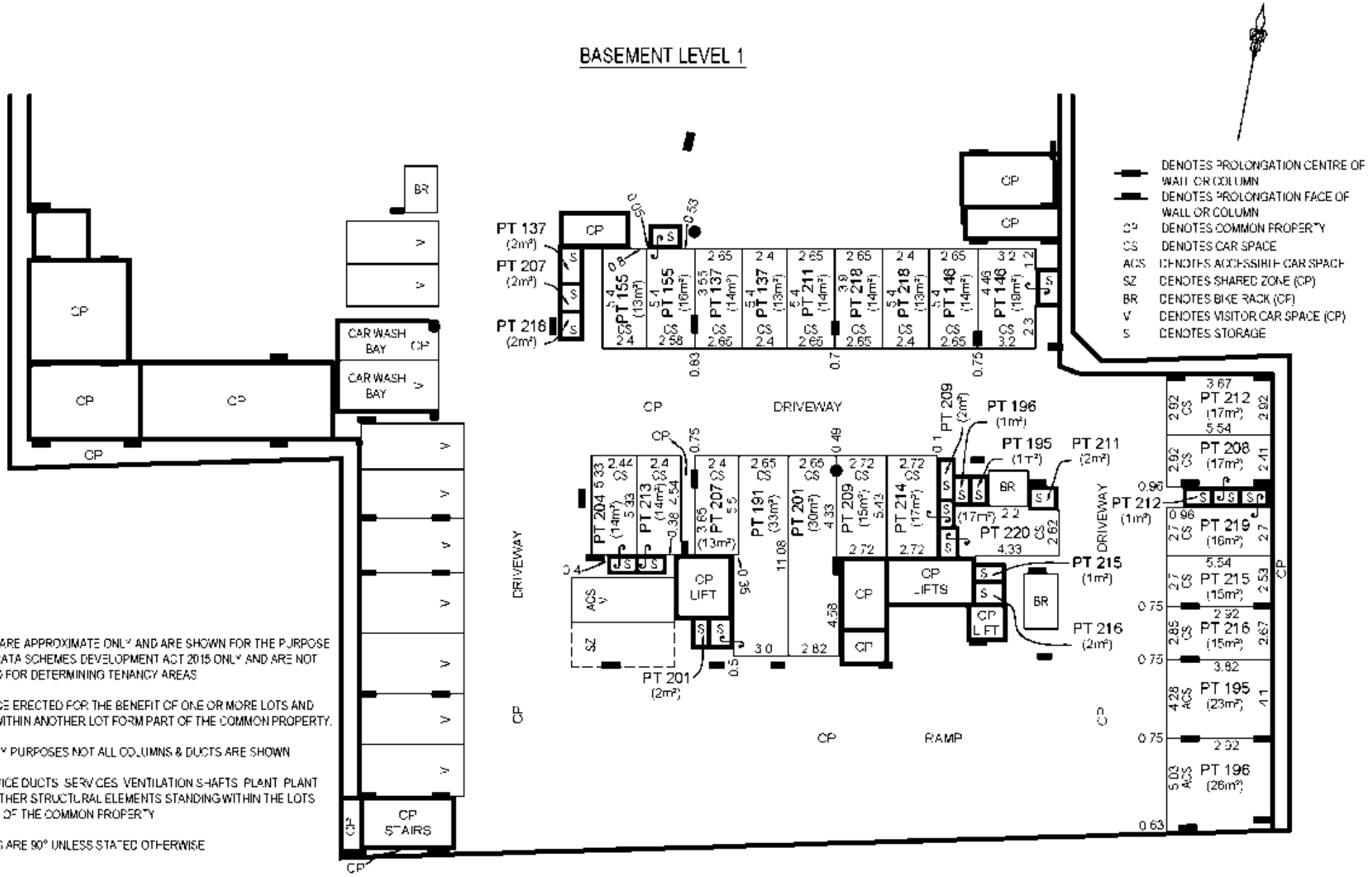
DIAGRAM G
1:100

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:100		
Reference: 180411-SP1		Lengths are in metres		

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:13 of 46
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Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:14 of 46
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BASEMENT LEVEL 1



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

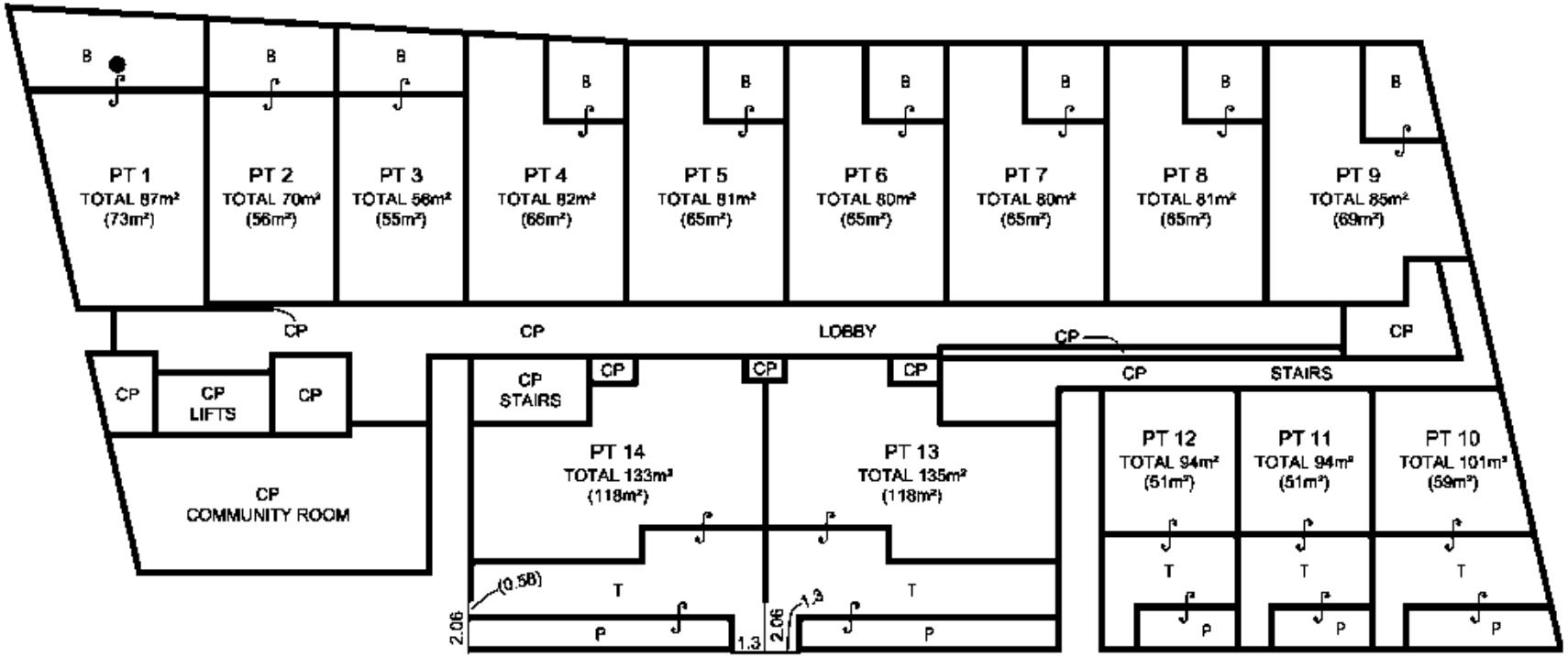
LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:15 of 46
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BUILDING 'A' - LEVEL 1



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES, TERRACES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

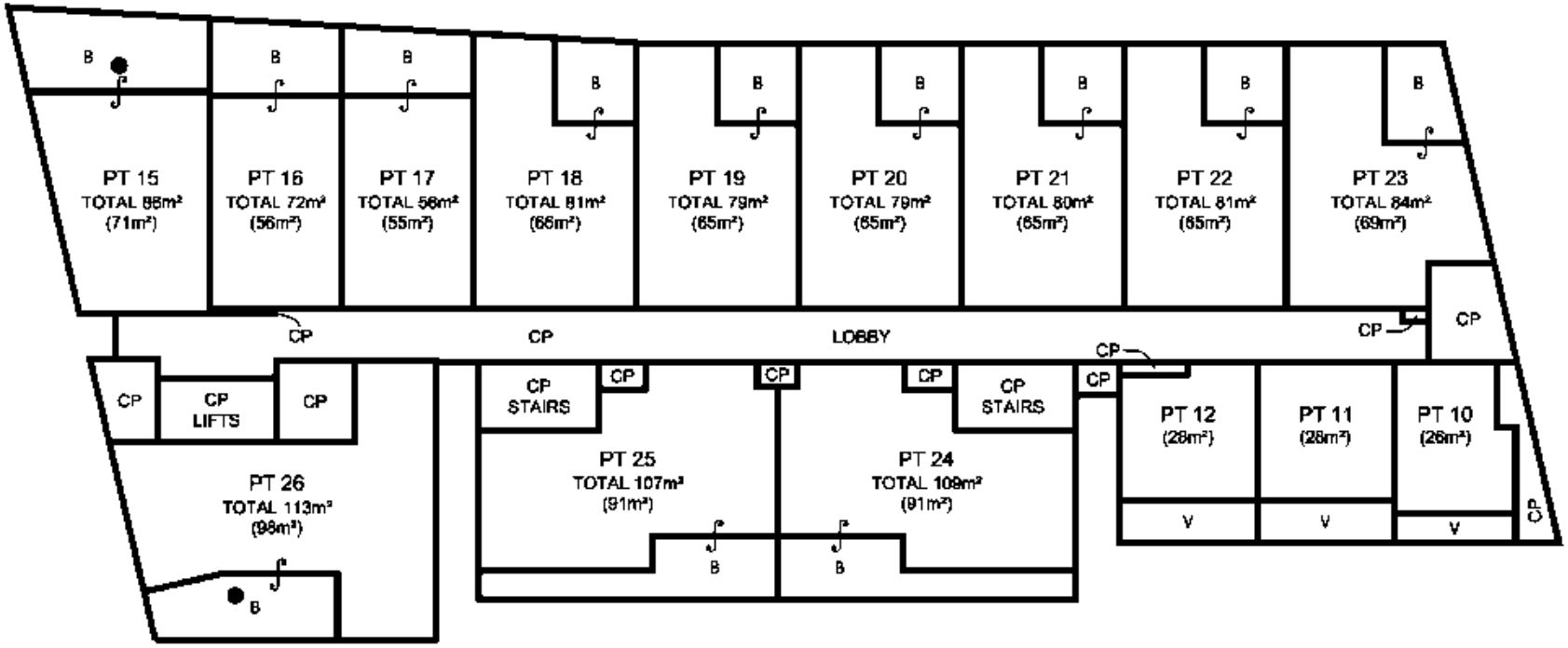
ALL ANGLES ARE 90° UNLESS STATED OTHERWISE.

	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
B	DENOTES BALCONY
T	DENOTES TERRACE
P	DENOTES PLANTER

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 25/03/2019 Reference: 180411-SP1	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER Locality: KOGARAH Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 15.5.2019	SP97728

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:16 of 46
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BUILDING 'A' - LEVEL 2



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

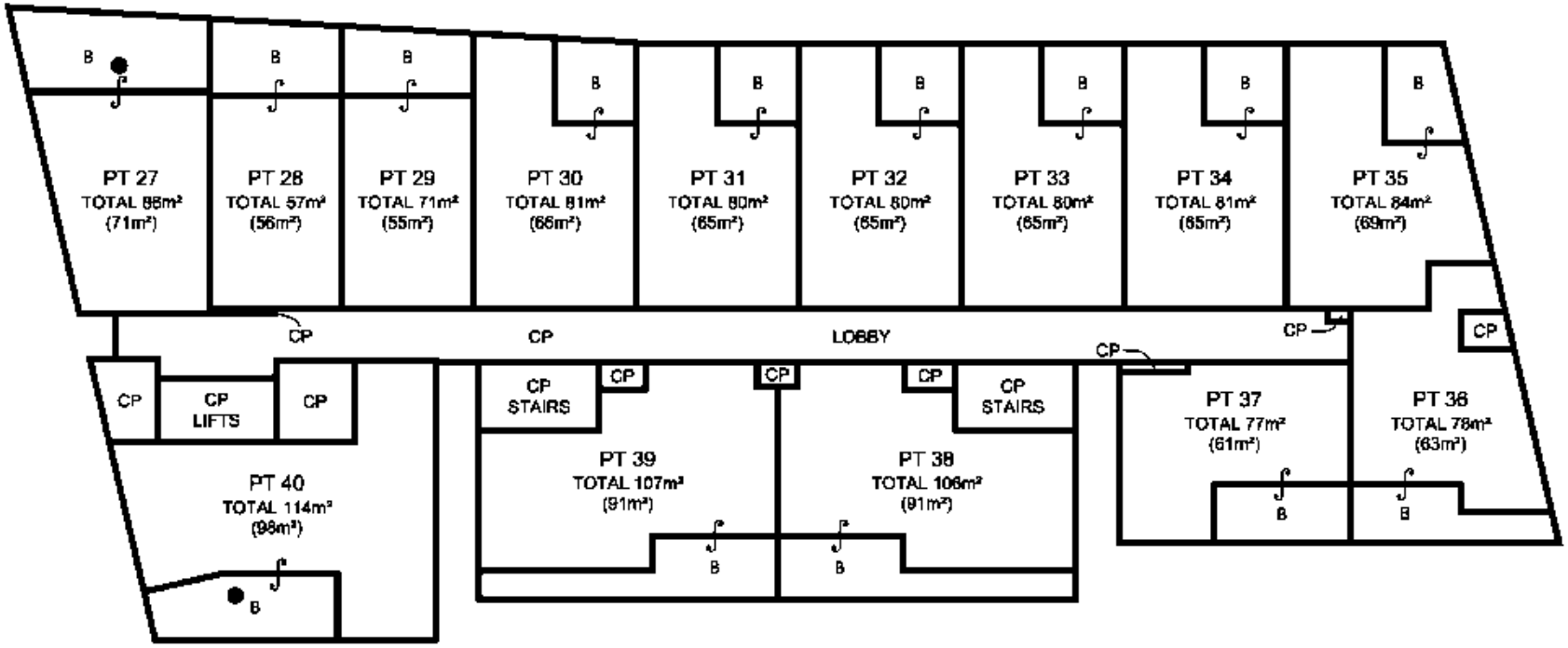
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
V DENOTES VOID

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:17 of 46
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BUILDING 'A' - LEVEL 3



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

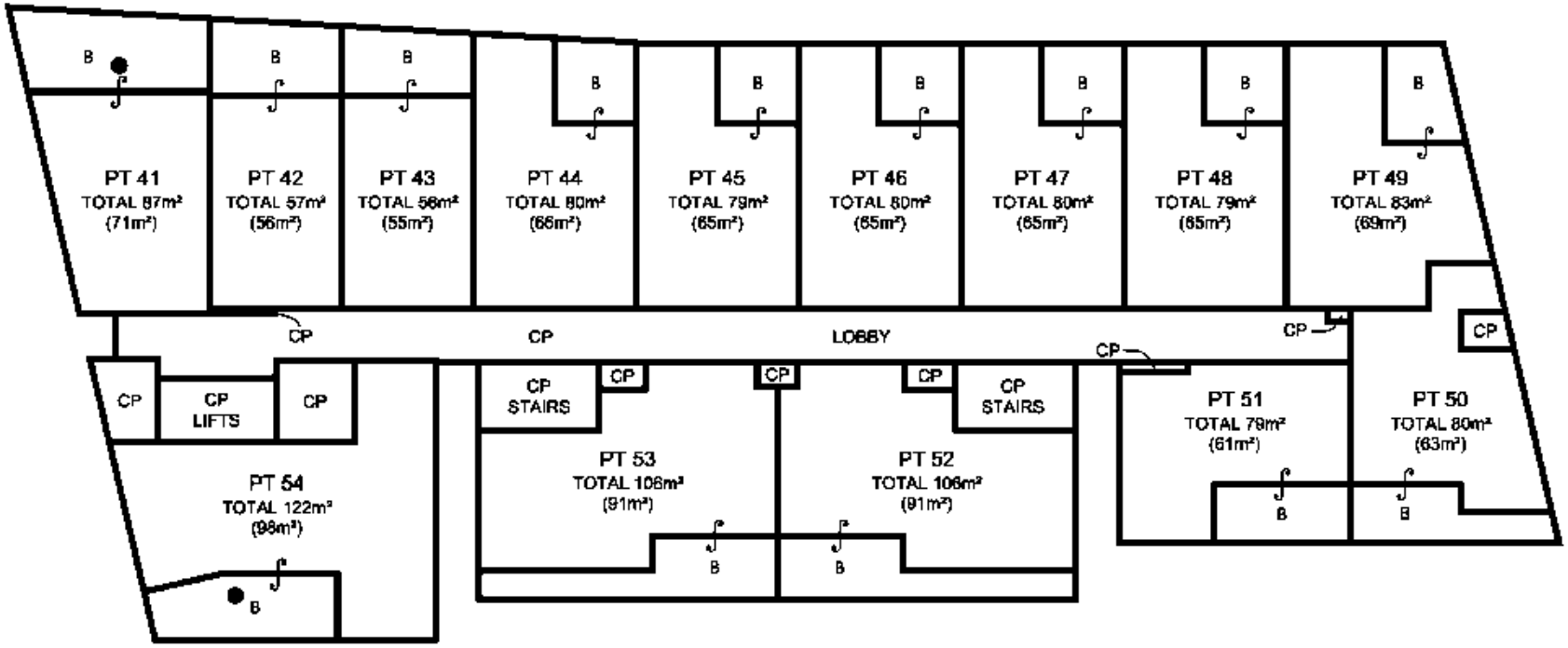
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:18 of 46
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BUILDING 'A' - LEVEL 4



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

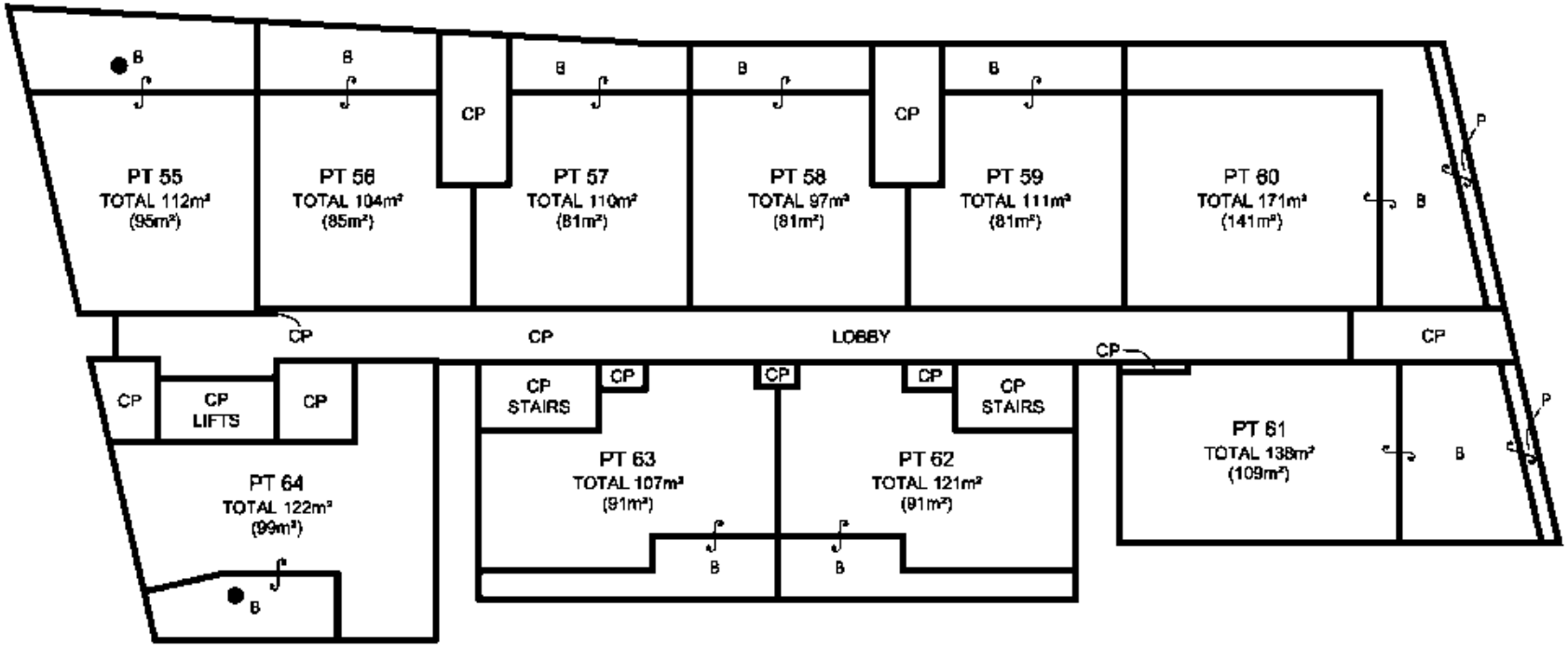
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:19 of 46
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BUILDING 'A' - LEVEL 5



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

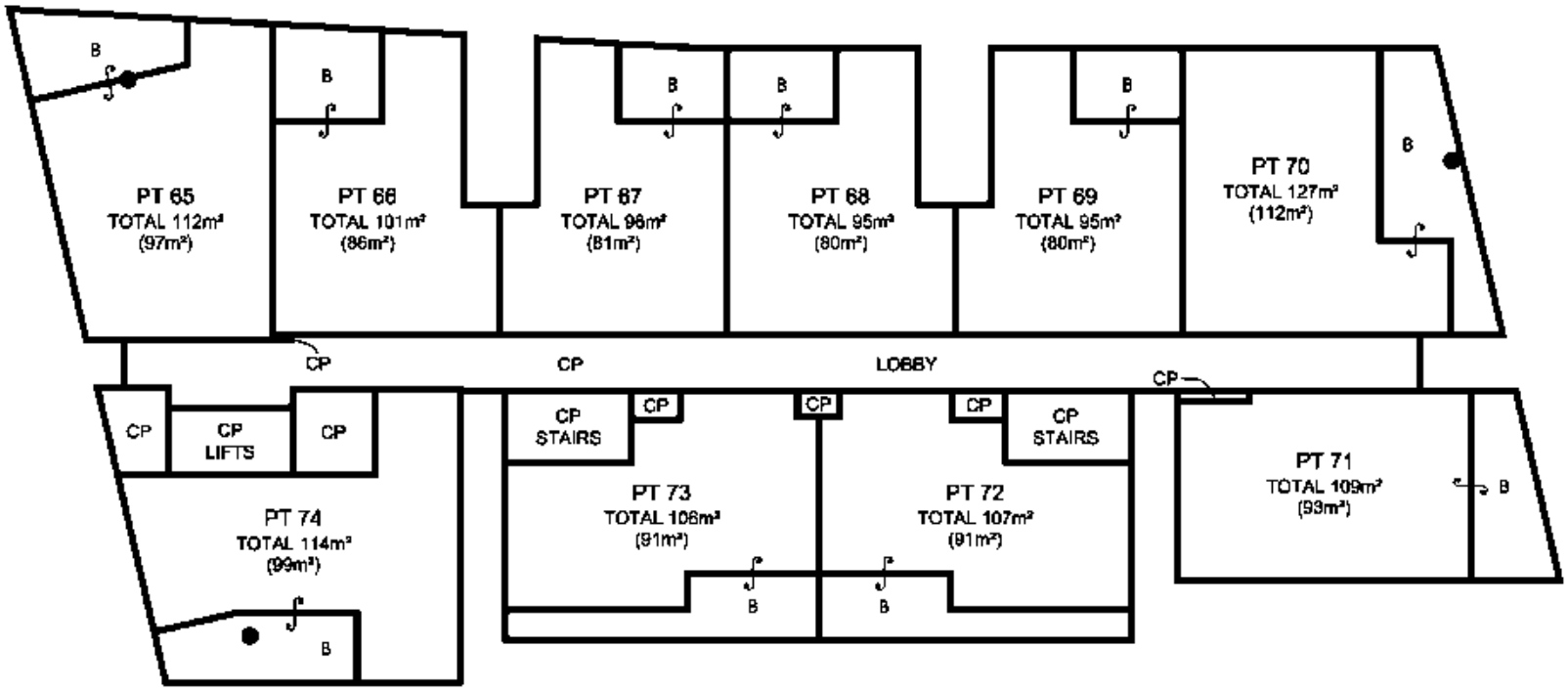
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
P DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:20 of 46
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BUILDING 'A' - LEVEL 6



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

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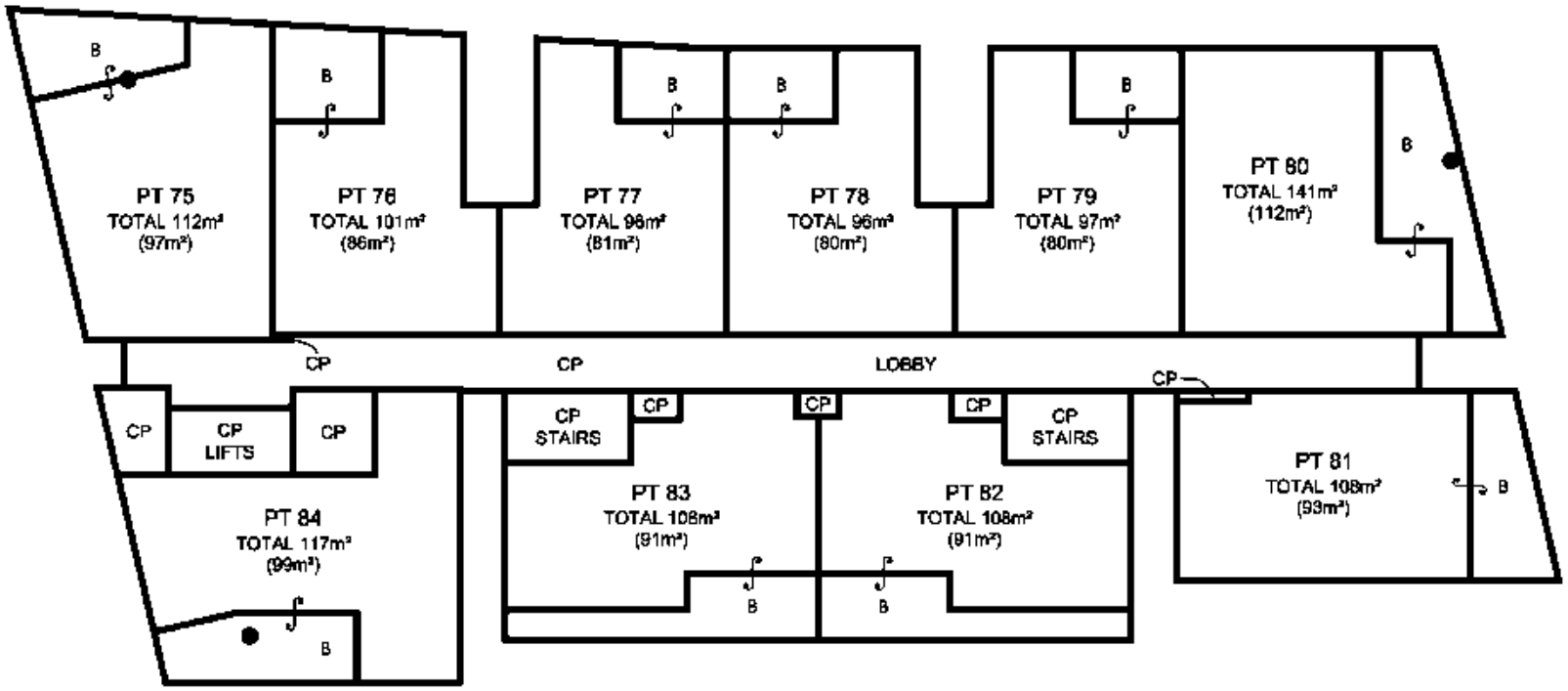
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:21 of 46
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BUILDING 'A' - LEVEL 7



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

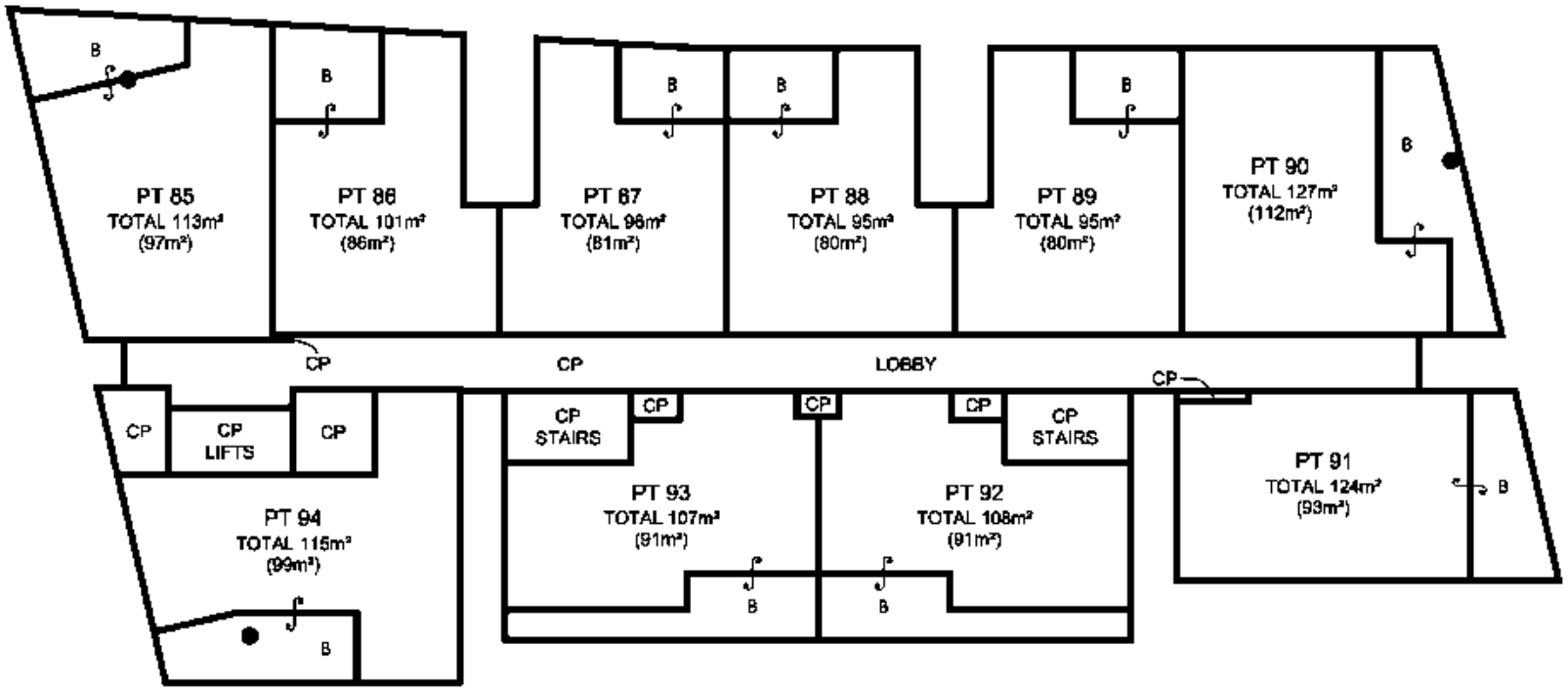
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:22 of 46
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BUILDING 'A' - LEVEL 8



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

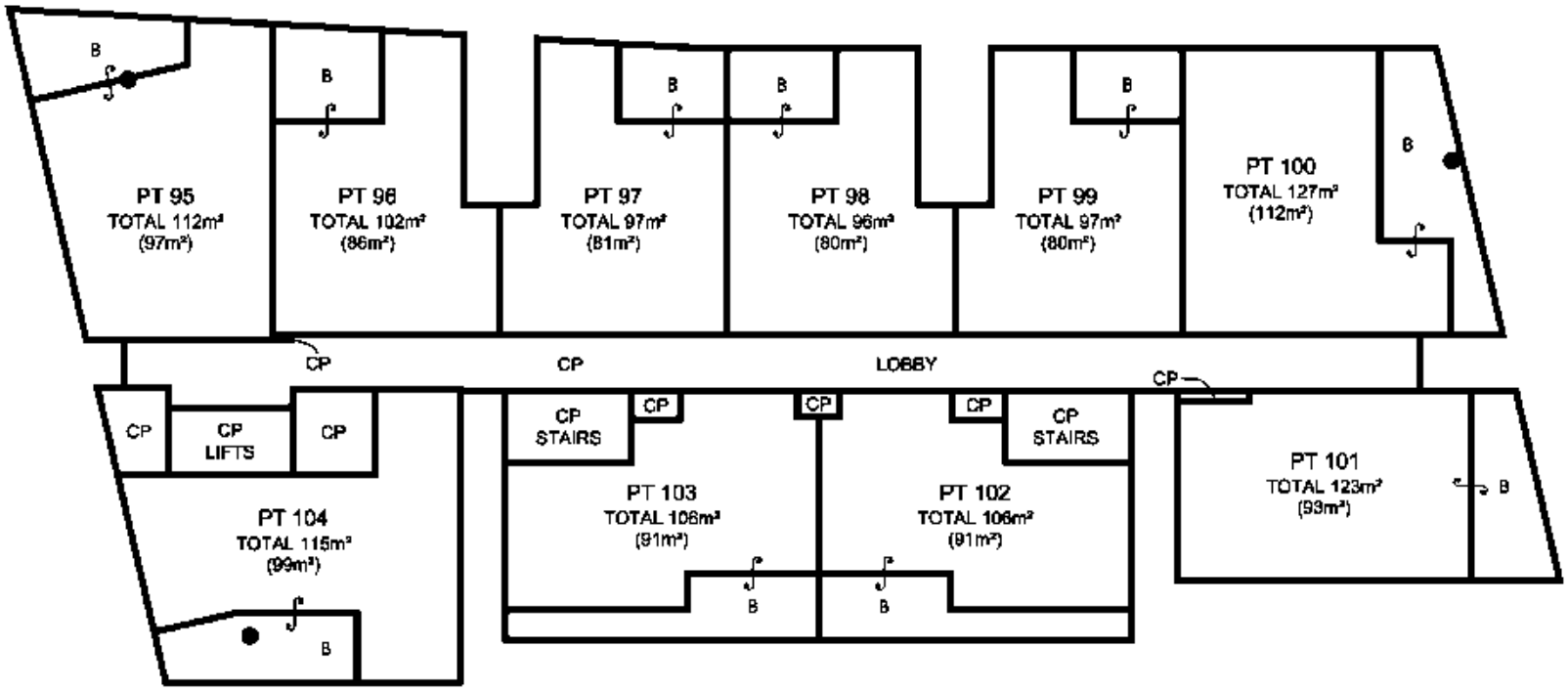
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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BUILDING 'A' - LEVEL 9



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

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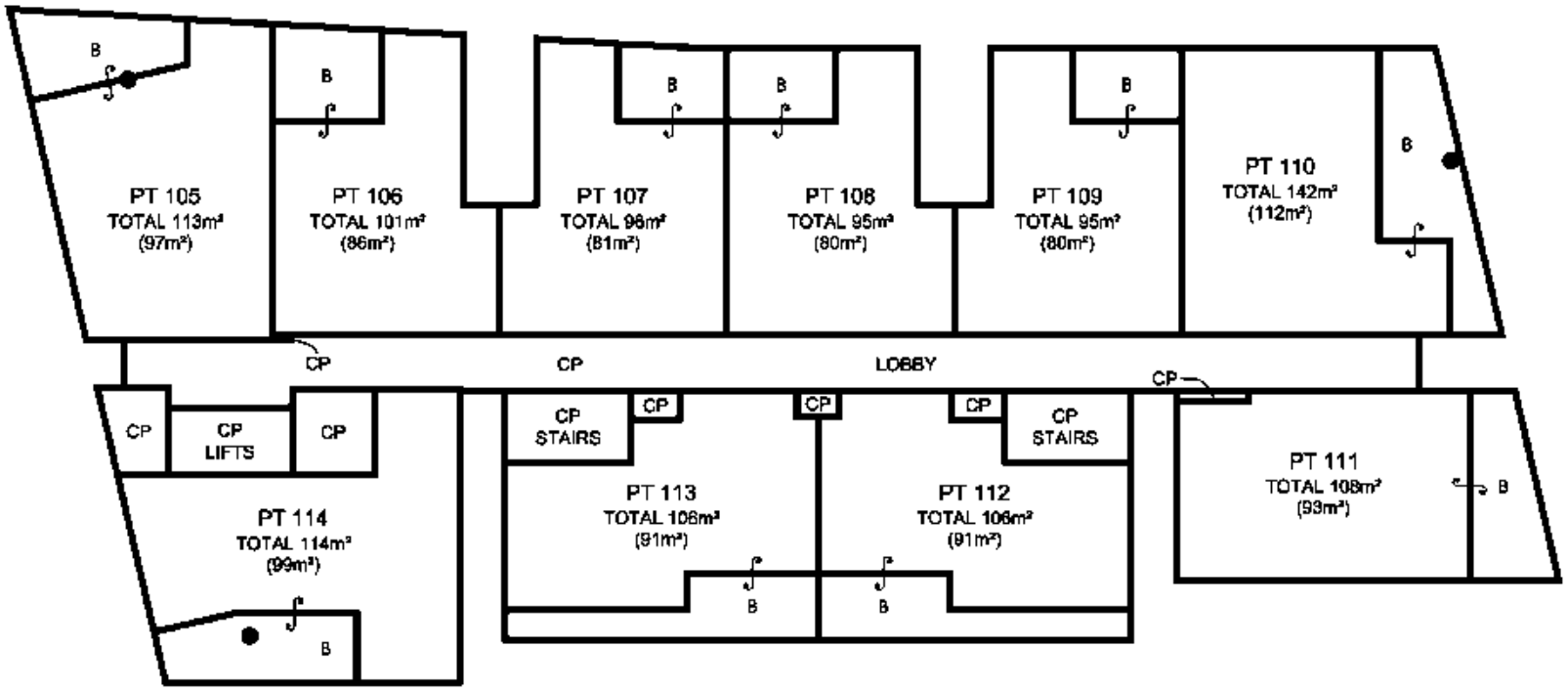
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BUILDING 'A' - LEVEL 10



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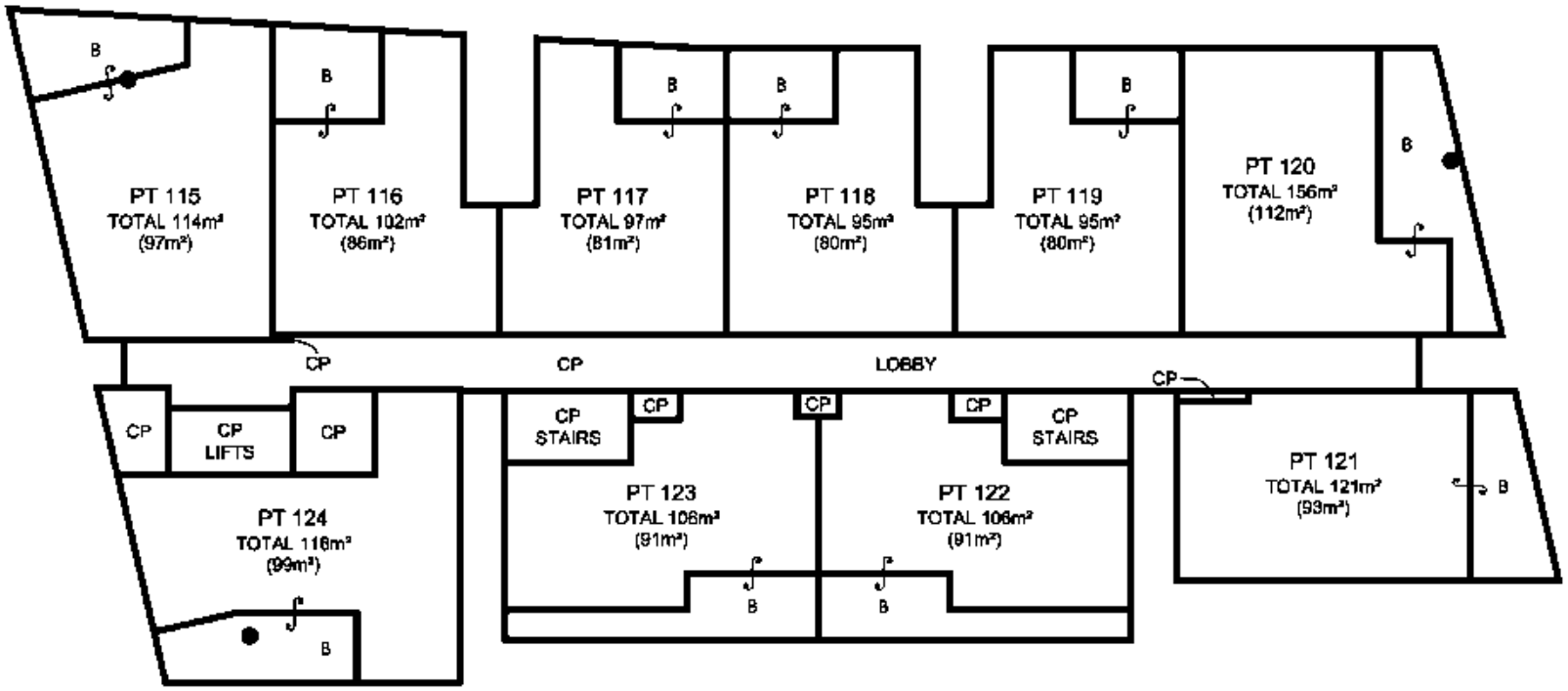
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
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BUILDING 'A' - LEVEL 11



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LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

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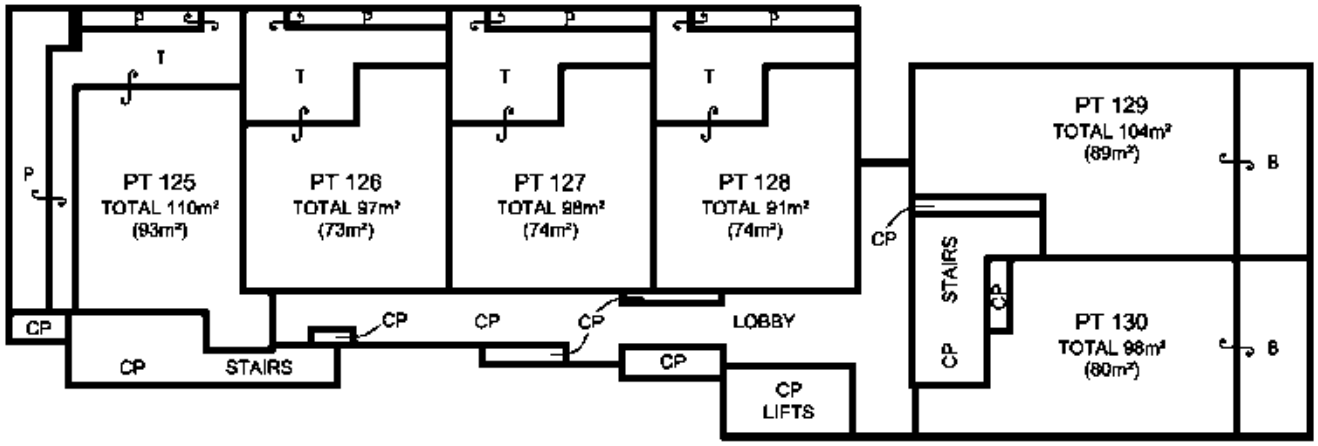
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
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Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
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BUILDING 'B' - LEVEL 1



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LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES, TERRACES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

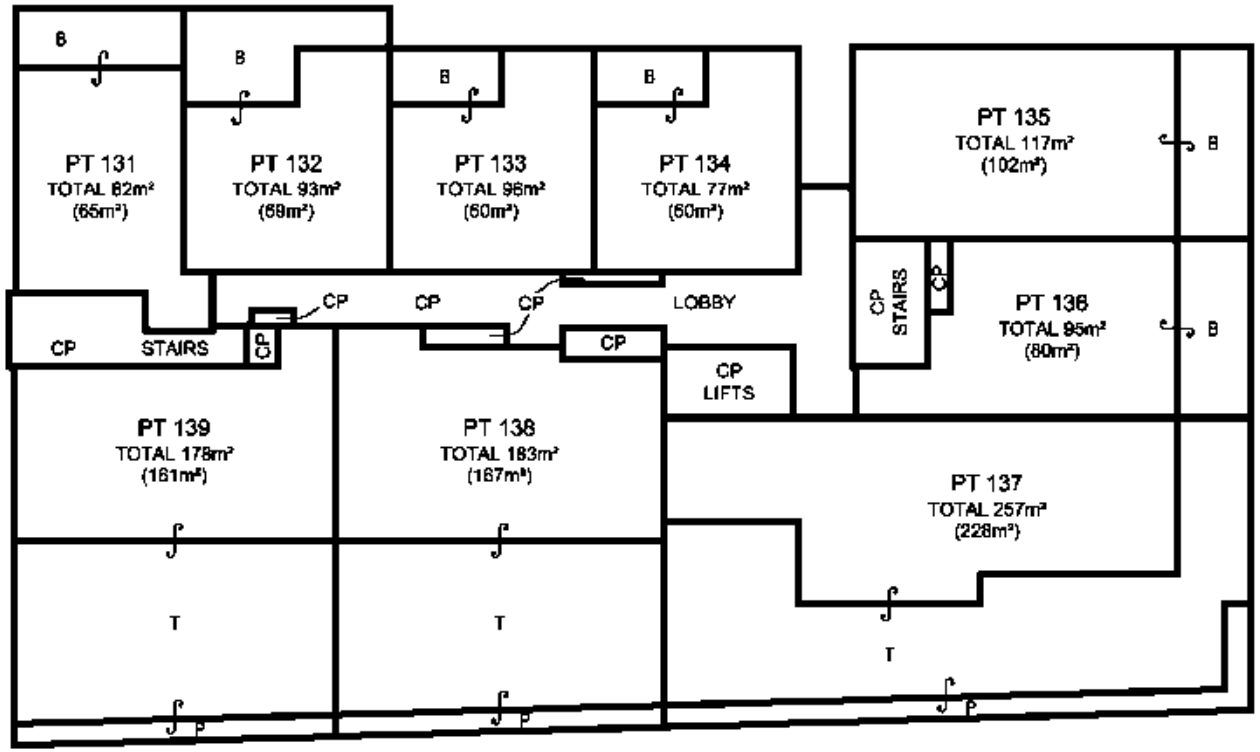
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDINGS ARE COMMON PROPERTY.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
T DENOTES TERRACE
P DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
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BUILDING 'B' - LEVEL 2



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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES, TERRACES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

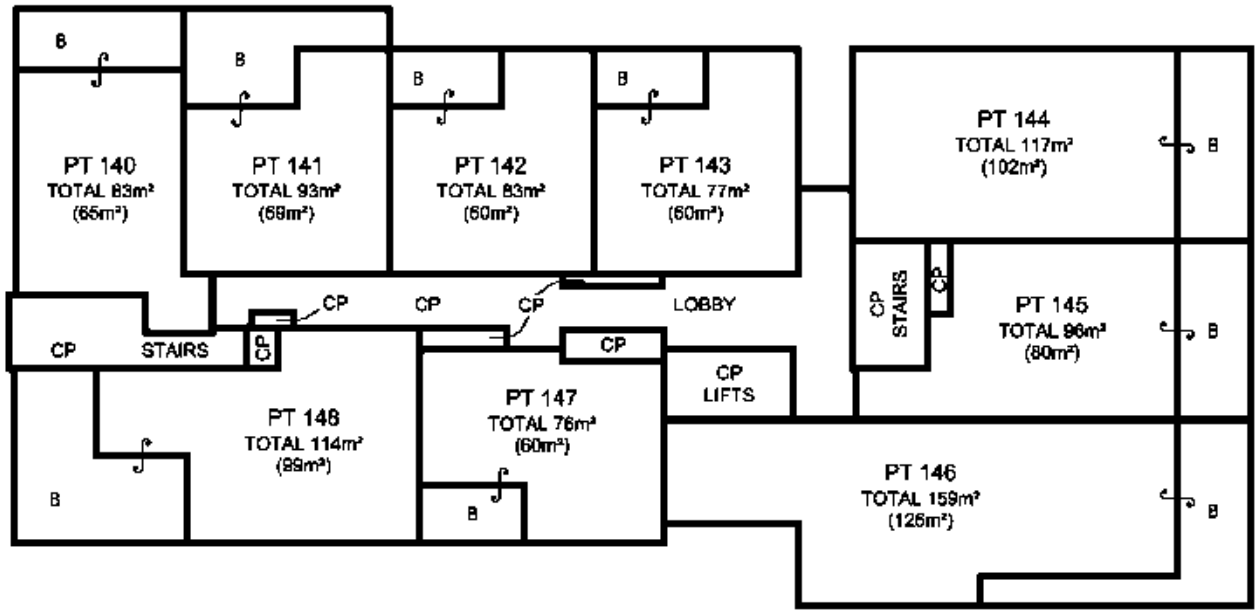
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
T DENOTES TERRACE
P DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
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BUILDING 'B' - LEVEL 3



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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

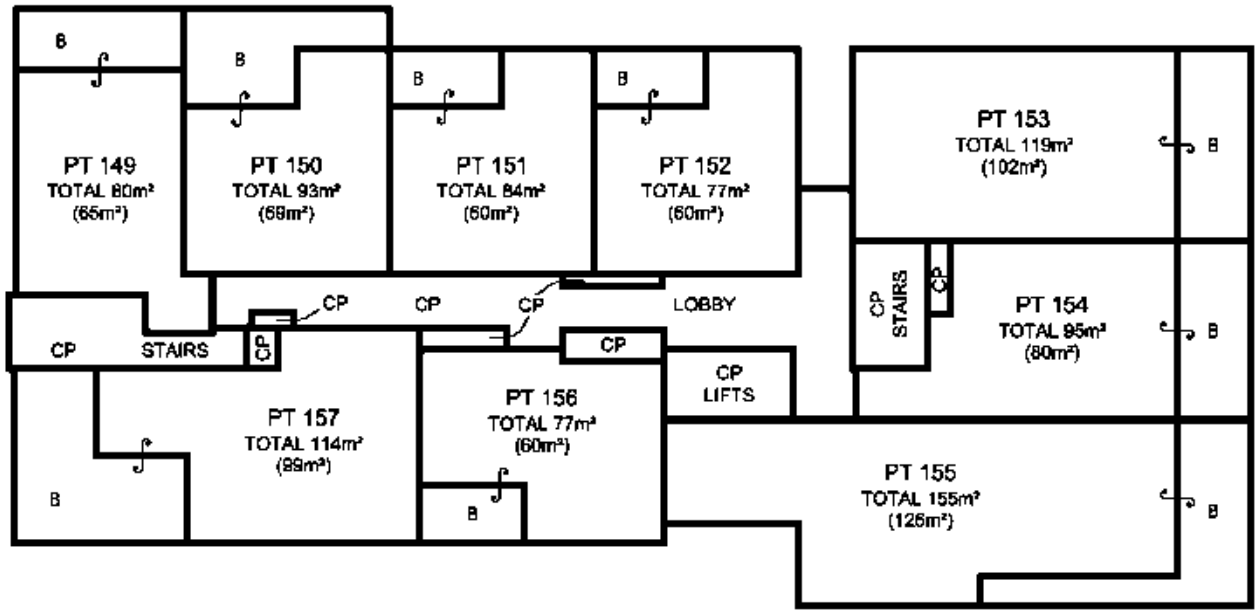
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
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BUILDING 'B' - LEVEL 4



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

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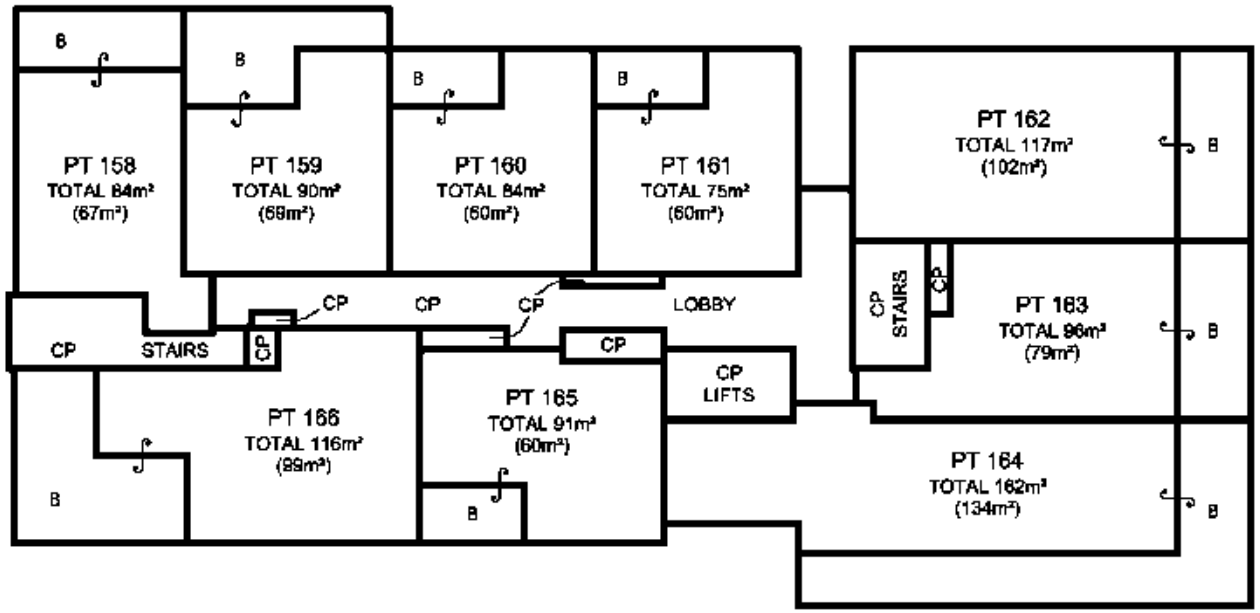
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
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BUILDING 'B' - LEVEL 5



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THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

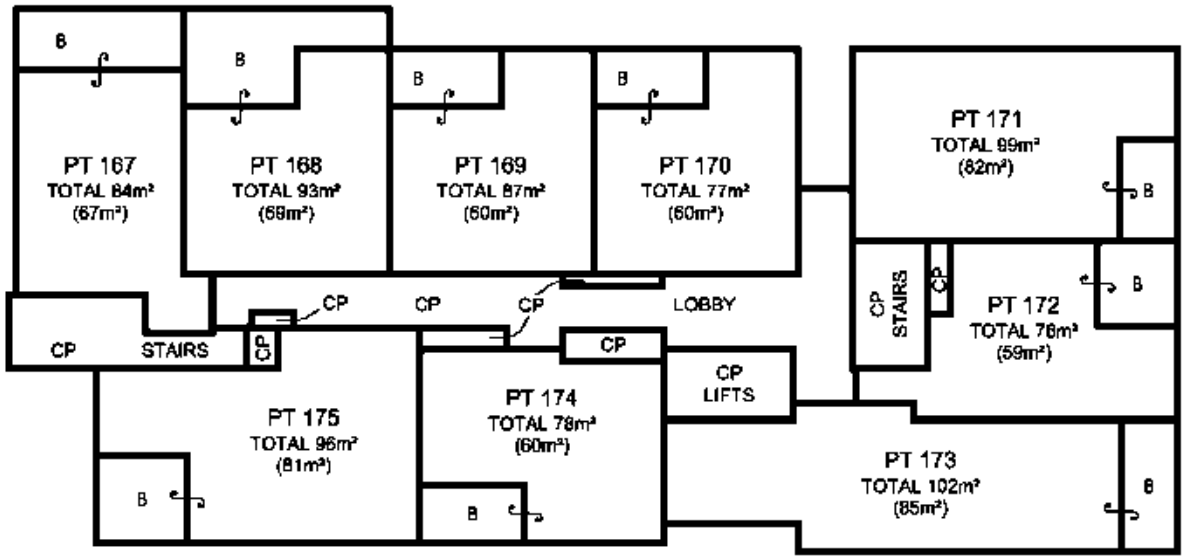
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
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BUILDING 'B' - LEVEL 6



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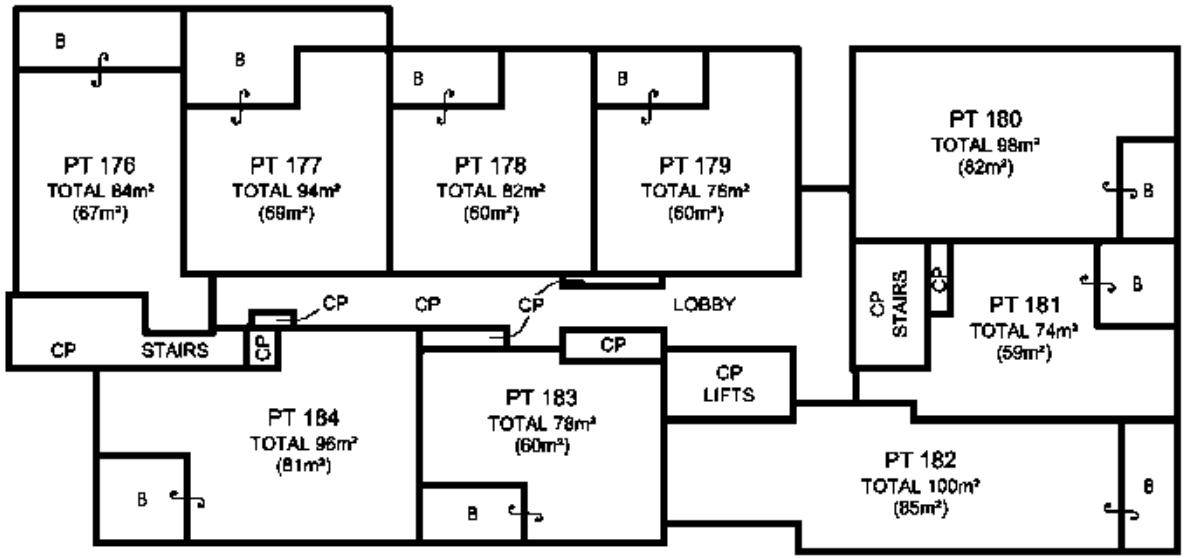
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY.

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SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
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BUILDING 'B' - LEVEL 7



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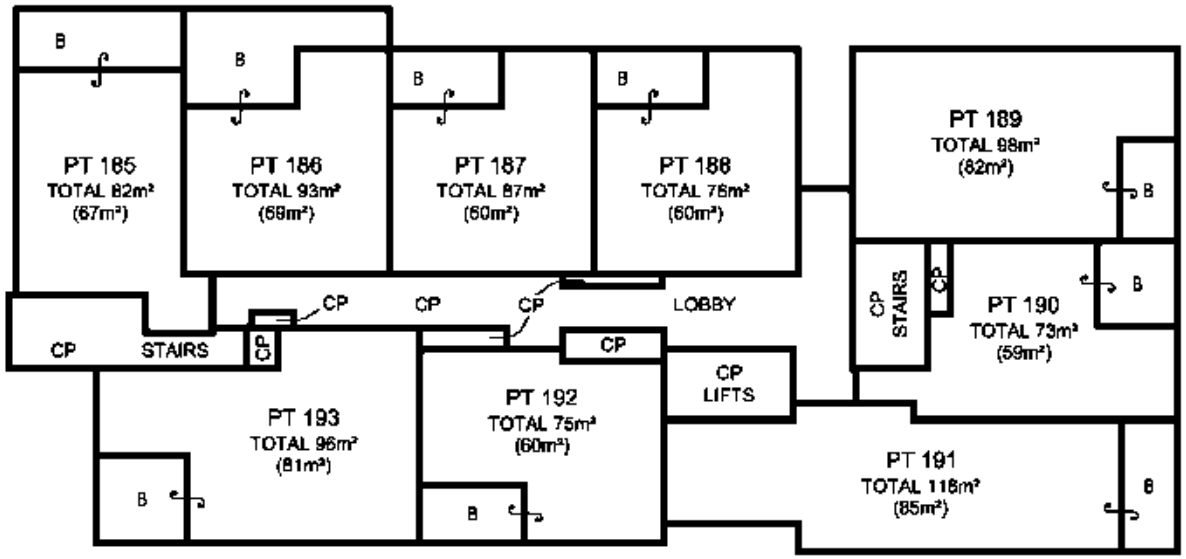
METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY.

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SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
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BUILDING 'B' - LEVEL 8



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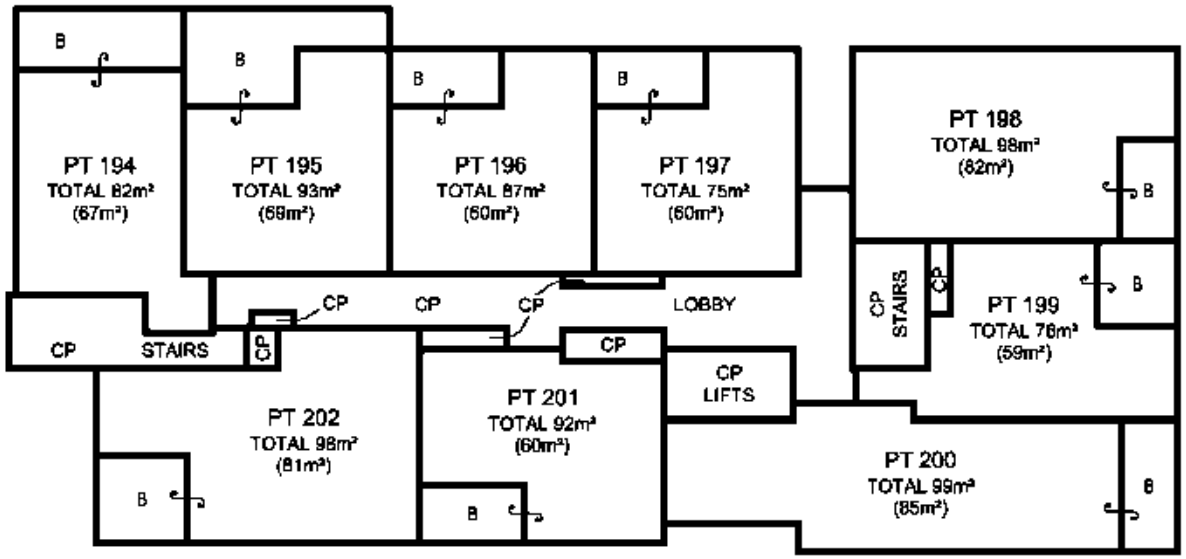
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BUILDING 'B' - LEVEL 9



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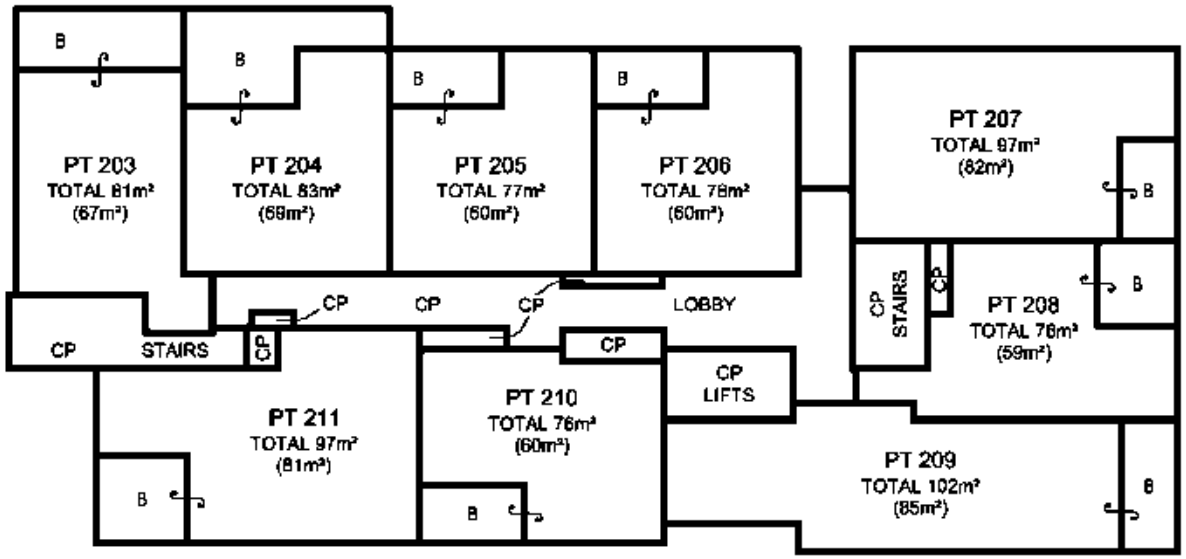
CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
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BUILDING 'B' - LEVEL 10



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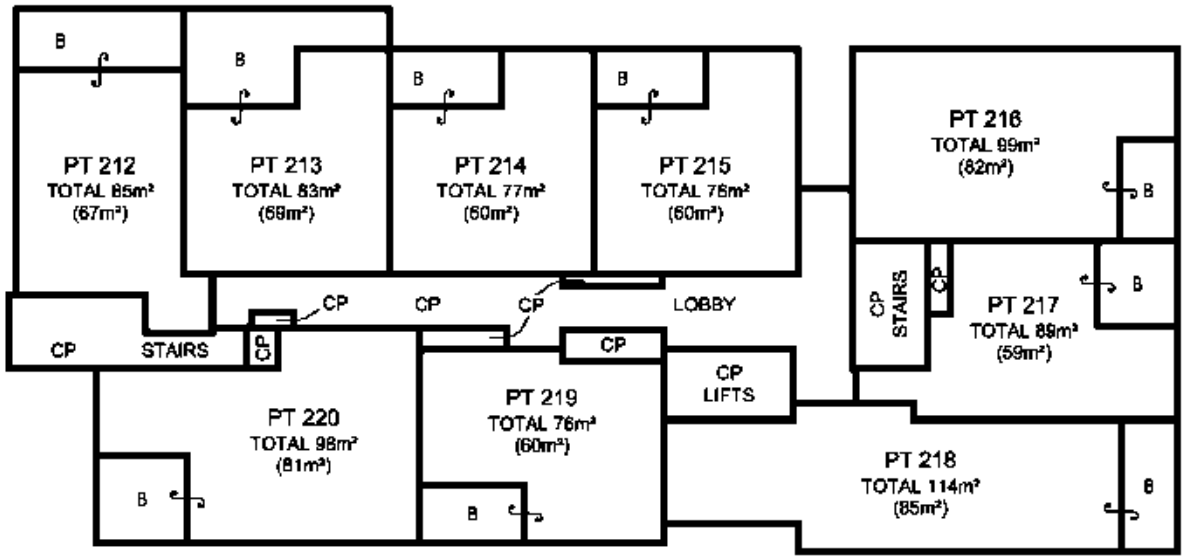
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Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:36 of 46
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BUILDING 'B' - LEVEL 11



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:37 of 46
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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 10 sheet(s)

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PLAN OF SUBDIVISION OF
LOT 3 IN DP 1251807

LGA: GEORGES RIVER
Locality: KOGARAH
Parish: ST. GEORGE
County: CUMBERLAND

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

Address for Service of Documents

258 RAILWAY PARADE
KOGARAH NSW 2217

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata schemes together with:~~
~~Keeping of animals: Option *A/*B~~
~~Smoke penetration: Option *A/*B~~
~~(see Schedule 3 *Strata Schemes Management Regulation 2016*)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I PETER WILLIAM VANDERGRAAF
of GEOSURV PTY LTD
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*(a) a public place

~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....~~

Signature: .....
Date: 26 / 03 / 2019
Surveyor ID: 2129
Surveyor's Reference: 180411-SP1

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

Strata Certificate (Accredited Certifier)

I GORDON WREN being an Accredited Certifier, accreditation number BPB0447 certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

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

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

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ 221-223 INC will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015*.

Certificate Reference: SC 3280
Relevant Planning Approval No.: CDC 1314
issued by: GORDON WREN
Signature:
Date: 5TH APRIL 2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:38 of 46
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VALUER'S CERTIFICATE

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

Signature: ..... Date 2/4/19

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	36	40	53	79	47	118	49	157	48	196	40
2	32	41	37	80	61	119	50	158	40	197	40
3	28	42	32	81	51	120	66	159	40	198	50
4	39	43	30	82	49	121	56	160	40	199	40
5	38	44	40	83	49	122	51	161	39	200	52
6	38	45	39	84	55	123	51	162	55	201	42
7	39	46	39	85	57	124	58	163	40	202	48
8	39	47	40	86	50	125	38	164	58	203	41
9	40	48	39	87	48	126	38	165	41	204	41
10	40	49	41	88	48	127	38	166	47	205	40
11	40	50	38	89	48	128	38	167	40	206	41
12	40	51	37	90	59	129	47	168	39	207	50
13	48	52	48	91	54	130	41	169	39	208	40
14	47	53	48	92	49	131	39	170	39	209	54
15	36	54	54	93	49	132	38	171	49	210	40
16	33	55	44	94	56	133	41	172	38	211	49
17	31	56	45	95	57	134	38	173	52	212	43
18	39	57	47	96	50	135	53	174	39	213	42
19	39	58	46	97	49	136	41	175	47	214	41
20	39	59	48	98	48	137	71	176	40	215	41
21	39	60	58	99	48	138	59	177	40	216	52
22	39	61	52	100	59	139	54	178	39	217	43
23	40	62	50	101	54	140	39	179	39	218	58
24	47	63	48	102	49	141	38	180	49	219	42
25	47	64	53	103	49	142	38	181	38	220	49
26	52	65	56	104	56	143	38	182	51	221	4
27	36	66	49	105	58	144	53	183	39	222	4
28	30	67	48	106	50	145	41	184	48	223	4
29	34	68	47	107	49	146	66	185	41	Aggregate	10000
30	40	69	48	108	48	147	38	186	40		
31	39	70	58	109	49	148	47	187	40		
32	39	71	61	110	62	149	39	188	40		
33	39	72	48	111	52	150	39	189	50		
34	39	73	48	112	50	151	38	190	39		
35	41	74	55	113	50	152	38	191	54		
36	38	75	56	114	57	153	54	192	39		
37	37	76	50	115	58	154	41	193	49		
38	47	77	48	116	51	155	67	194	41		
39	47	78	47	117	50	156	38	195	40		

Surveyor's Reference: 180411-SP1

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:39 of 46
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 10 sheet(s)

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

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

SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
CP	N/A	258	Railway	Parade	Kogarah
1	101	258	Railway	Parade	Kogarah
2	102	258	Railway	Parade	Kogarah
3	103	258	Railway	Parade	Kogarah
4	104	258	Railway	Parade	Kogarah
5	105	258	Railway	Parade	Kogarah
6	106	258	Railway	Parade	Kogarah
7	107	258	Railway	Parade	Kogarah
8	108	258	Railway	Parade	Kogarah
9	109	258	Railway	Parade	Kogarah
13	110	258	Railway	Parade	Kogarah
14	111	258	Railway	Parade	Kogarah
15	201	258	Railway	Parade	Kogarah
16	202	258	Railway	Parade	Kogarah
17	203	258	Railway	Parade	Kogarah
18	204	258	Railway	Parade	Kogarah
19	205	258	Railway	Parade	Kogarah
20	206	258	Railway	Parade	Kogarah
21	207	258	Railway	Parade	Kogarah
22	208	258	Railway	Parade	Kogarah
23	209	258	Railway	Parade	Kogarah
10	210	258	Railway	Parade	Kogarah
11	211	258	Railway	Parade	Kogarah
12	212	258	Railway	Parade	Kogarah
24	213	258	Railway	Parade	Kogarah
25	214	258	Railway	Parade	Kogarah
26	215	258	Railway	Parade	Kogarah
27	301	258	Railway	Parade	Kogarah
28	302	258	Railway	Parade	Kogarah
29	303	258	Railway	Parade	Kogarah
30	304	258	Railway	Parade	Kogarah
31	305	258	Railway	Parade	Kogarah
32	306	258	Railway	Parade	Kogarah
33	307	258	Railway	Parade	Kogarah
34	308	258	Railway	Parade	Kogarah
35	309	258	Railway	Parade	Kogarah
36	310	258	Railway	Parade	Kogarah
37	311	258	Railway	Parade	Kogarah
38	312	258	Railway	Parade	Kogarah

Surveyor's Reference: 180411-SP1

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:40 of 46
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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
39	313	258	Railway Parade	Parade	Kogarah
40	314	258	Railway Parade	Parade	Kogarah
41	401	258	Railway Parade	Parade	Kogarah
42	402	258	Railway Parade	Parade	Kogarah
43	403	258	Railway Parade	Parade	Kogarah
44	404	258	Railway Parade	Parade	Kogarah
45	405	258	Railway Parade	Parade	Kogarah
46	406	258	Railway Parade	Parade	Kogarah
47	407	258	Railway Parade	Parade	Kogarah
48	408	258	Railway Parade	Parade	Kogarah
49	409	258	Railway Parade	Parade	Kogarah
50	410	258	Railway Parade	Parade	Kogarah
51	411	258	Railway Parade	Parade	Kogarah
52	412	258	Railway Parade	Parade	Kogarah
53	413	258	Railway Parade	Parade	Kogarah
54	414	258	Railway Parade	Parade	Kogarah
55	501	258	Railway Parade	Parade	Kogarah
56	502	258	Railway Parade	Parade	Kogarah
57	503	258	Railway Parade	Parade	Kogarah
58	504	258	Railway Parade	Parade	Kogarah
59	505	258	Railway Parade	Parade	Kogarah
60	506	258	Railway Parade	Parade	Kogarah
61	507	258	Railway Parade	Parade	Kogarah
62	508	258	Railway Parade	Parade	Kogarah
63	509	258	Railway Parade	Parade	Kogarah
64	510	258	Railway Parade	Parade	Kogarah
65	601	258	Railway Parade	Parade	Kogarah
66	602	258	Railway Parade	Parade	Kogarah
67	603	258	Railway Parade	Parade	Kogarah
68	604	258	Railway Parade	Parade	Kogarah
69	605	258	Railway Parade	Parade	Kogarah
70	606	258	Railway Parade	Parade	Kogarah
71	607	258	Railway Parade	Parade	Kogarah
72	608	258	Railway Parade	Parade	Kogarah
73	609	258	Railway Parade	Parade	Kogarah
74	610	258	Railway Parade	Parade	Kogarah
75	701	258	Railway Parade	Parade	Kogarah
76	702	258	Railway Parade	Parade	Kogarah

Surveyor's Reference: 180411-SP1

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:41 of 46
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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
77	703	258	Railway Parade	Parade	Kogarah
78	704	258	Railway Parade	Parade	Kogarah
79	705	258	Railway Parade	Parade	Kogarah
80	706	258	Railway Parade	Parade	Kogarah
81	707	258	Railway Parade	Parade	Kogarah
82	708	258	Railway Parade	Parade	Kogarah
83	709	258	Railway Parade	Parade	Kogarah
84	710	258	Railway Parade	Parade	Kogarah
85	801	258	Railway Parade	Parade	Kogarah
86	802	258	Railway Parade	Parade	Kogarah
87	803	258	Railway Parade	Parade	Kogarah
88	804	258	Railway Parade	Parade	Kogarah
89	805	258	Railway Parade	Parade	Kogarah
90	806	258	Railway Parade	Parade	Kogarah
91	807	258	Railway Parade	Parade	Kogarah
92	808	258	Railway Parade	Parade	Kogarah
93	809	258	Railway Parade	Parade	Kogarah
94	810	258	Railway Parade	Parade	Kogarah
95	901	258	Railway Parade	Parade	Kogarah
96	902	258	Railway Parade	Parade	Kogarah
97	903	258	Railway Parade	Parade	Kogarah
98	904	258	Railway Parade	Parade	Kogarah
99	905	258	Railway Parade	Parade	Kogarah
100	906	258	Railway Parade	Parade	Kogarah
101	907	258	Railway Parade	Parade	Kogarah
102	908	258	Railway Parade	Parade	Kogarah
103	909	258	Railway Parade	Parade	Kogarah
104	910	258	Railway Parade	Parade	Kogarah
105	1001	258	Railway Parade	Parade	Kogarah
106	1002	258	Railway Parade	Parade	Kogarah
107	1003	258	Railway Parade	Parade	Kogarah
108	1004	258	Railway Parade	Parade	Kogarah
109	1006	258	Railway Parade	Parade	Kogarah
110	1006	258	Railway Parade	Parade	Kogarah
111	1007	258	Railway Parade	Parade	Kogarah
112	1008	258	Railway Parade	Parade	Kogarah
113	1009	258	Railway Parade	Parade	Kogarah

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Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:42 of 46
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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
114	1010	258	Railway	Parade	Kogarah
115	1101	258	Railway	Parade	Kogarah
116	1102	258	Railway	Parade	Kogarah
117	1103	258	Railway	Parade	Kogarah
118	1104	258	Railway	Parade	Kogarah
119	1105	258	Railway	Parade	Kogarah
120	1106	258	Railway	Parade	Kogarah
121	1107	258	Railway	Parade	Kogarah
122	1108	258	Railway	Parade	Kogarah
123	1109	258	Railway	Parade	Kogarah
124	1110	258	Railway	Parade	Kogarah
125	103	3	Blake	Street	Kogarah
126	104	3	Blake	Street	Kogarah
127	105	3	Blake	Street	Kogarah
128	106	3	Blake	Street	Kogarah
129	101	3	Blake	Street	Kogarah
130	102	3	Blake	Street	Kogarah
131	206	3	Blake	Street	Kogarah
132	207	3	Blake	Street	Kogarah
133	208	3	Blake	Street	Kogarah
134	209	3	Blake	Street	Kogarah
135	201	3	Blake	Street	Kogarah
136	202	3	Blake	Street	Kogarah
137	203	3	Blake	Street	Kogarah
138	204	3	Blake	Street	Kogarah
139	205	3	Blake	Street	Kogarah
140	306	3	Blake	Street	Kogarah
141	307	3	Blake	Street	Kogarah
142	308	3	Blake	Street	Kogarah
143	309	3	Blake	Street	Kogarah
144	301	3	Blake	Street	Kogarah
145	302	3	Blake	Street	Kogarah
146	303	3	Blake	Street	Kogarah
147	304	3	Blake	Street	Kogarah
148	305	3	Blake	Street	Kogarah
149	406	3	Blake	Street	Kogarah

Surveyor's Reference: 180411-SP1

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:43 of 46
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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
150	407	3	Blake	Street	Kogarah
151	408	3	Blake	Street	Kogarah
152	409	3	Blake	Street	Kogarah
153	401	3	Blake	Street	Kogarah
154	402	3	Blake	Street	Kogarah
155	403	3	Blake	Street	Kogarah
156	404	3	Blake	Street	Kogarah
157	405	3	Blake	Street	Kogarah
158	506	3	Blake	Street	Kogarah
159	507	3	Blake	Street	Kogarah
160	508	3	Blake	Street	Kogarah
161	509	3	Blake	Street	Kogarah
162	501	3	Blake	Street	Kogarah
163	502	3	Blake	Street	Kogarah
164	503	3	Blake	Street	Kogarah
165	504	3	Blake	Street	Kogarah
166	505	3	Blake	Street	Kogarah
167	606	3	Blake	Street	Kogarah
168	607	3	Blake	Street	Kogarah
169	608	3	Blake	Street	Kogarah
170	609	3	Blake	Street	Kogarah
171	601	3	Blake	Street	Kogarah
172	602	3	Blake	Street	Kogarah
173	603	3	Blake	Street	Kogarah
174	604	3	Blake	Street	Kogarah
175	605	3	Blake	Street	Kogarah
176	706	3	Blake	Street	Kogarah
177	707	3	Blake	Street	Kogarah
178	708	3	Blake	Street	Kogarah
179	709	3	Blake	Street	Kogarah
180	701	3	Blake	Street	Kogarah
181	702	3	Blake	Street	Kogarah
182	703	3	Blake	Street	Kogarah
183	704	3	Blake	Street	Kogarah
184	705	3	Blake	Street	Kogarah
185	806	3	Blake	Street	Kogarah
186	807	3	Blake	Street	Kogarah
187	808	3	Blake	Street	Kogarah

Surveyor's Reference: 180411-SP1

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:44 of 46
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 10 sheet(s)

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
188	809	3	Blake	Street	Kogarah
189	801	3	Blake	Street	Kogarah
190	802	3	Blake	Street	Kogarah
191	803	3	Blake	Street	Kogarah
192	804	3	Blake	Street	Kogarah
193	805	3	Blake	Street	Kogarah
194	906	3	Blake	Street	Kogarah
195	907	3	Blake	Street	Kogarah
196	908	3	Blake	Street	Kogarah
197	909	3	Blake	Street	Kogarah
198	901	3	Blake	Street	Kogarah
199	902	3	Blake	Street	Kogarah
200	903	3	Blake	Street	Kogarah
201	904	3	Blake	Street	Kogarah
202	905	3	Blake	Street	Kogarah
203	1006	3	Blake	Street	Kogarah
204	1007	3	Blake	Street	Kogarah
205	1008	3	Blake	Street	Kogarah
206	1009	3	Blake	Street	Kogarah
207	1001	3	Blake	Street	Kogarah
208	1002	3	Blake	Street	Kogarah
209	1003	3	Blake	Street	Kogarah
210	1004	3	Blake	Street	Kogarah
211	1005	3	Blake	Street	Kogarah
212	1106	3	Blake	Street	Kogarah
213	1107	3	Blake	Street	Kogarah
214	1108	3	Blake	Street	Kogarah
215	1109	3	Blake	Street	Kogarah
216	1101	3	Blake	Street	Kogarah
217	1102	3	Blake	Street	Kogarah
218	1103	3	Blake	Street	Kogarah
219	1104	3	Blake	Street	Kogarah
220	1105	3	Blake	Street	Kogarah
221	CARS1	258	Railway	Parade	Kogarah
222	CARS2	258	Railway	Parade	Kogarah
223	CARS3	258	Railway	Parade	Kogarah

Surveyor's Reference: 180411-SP1

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:45 of 46
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 9 of 10 sheet(s)

Office Use Only	Office Use Only
Registered: 15.5.2019	SP97728

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

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

REGISTERED PROPRIETOR:

KOGARAH RSL CLUB LIMITED ACN 75 001 032 355
in accordance with section 127 of the Corporations Act 2001

Signature of Director

Signature of Director/Secretary

Brian Brown

Name of Director (block letters)

GRANT AMER

Name of Director/Secretary (block letters)

PLAN CONTAINS A MANAGEMENT STATEMENT OF 110 PAGES

Surveyor's Reference: 180411-SP1

Req:R302668 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:46 of 46
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 10 of 10 sheet(s)

Office Use Only	Office Use Only
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MORTGAGEE:

Executed for and on behalf of **Australia and New Zealand Banking Group Limited** ABN 11 005 357 522 under Power of Attorney dated 18 November 2002 and registered in New South Wales *Book: 4376 Folio: 410* by:

ANDREW CYALL

who certifies that he/she is a Senior Manager/Manager and that he/she has not received notice of revocation of that Power

Signature of Attorney
In the presence of

Signature of Witness

ASHOK KRISHNAN
Name of Witness

242 Pitt Street
Sydney NSW 2000
Address of Witness

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

Surveyor's Reference: 180411-SP1

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 17
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Approved Form 7	Strata Plan By-Laws	Sheet 1 of 17 sheet(s)
Registered: 15.5.2019 Office use only		Office use only SP97728

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

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

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

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 17
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Approved Form 7	Strata Plan By-Laws	Sheet 2 of 17 sheet(s)
Registered: 15.5.2019 Office use only		Office use only SP97728

50 Short term leasing **14**
51 Service of documents **15**
52 Vendor's right to sell **15**
53 Lot owners jointly benefitted by easements or other rights **15**
54 Management Statement **15**
Execution **16**

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

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:3 of 17
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Approved Form 7	Strata Plan By-Laws	Sheet 3 of 17 sheet(s)
Registered: 15.5.2019 Office use only		Office use only SP97728

BY-LAWS FOR USE OF LOTS AND COMMON PROPERTY

1 Definitions and Interpretation

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

(a) "**Act**" means the *Strata Schemes Management Act 2015*;

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

(c) "**building**" means that part of the building as defined in the Act comprised in Stratum Lot 3, the subject of these by-laws.

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

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

(f) "**Council**" means Kogarah City Council and any successor and where applicable includes any other relevant authority.

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

(h) "**lot**" means a lot in the strata scheme.

(i) "**Manager**" means the person appointed by the Owners Corporation as its strata managing agent under the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

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

(k) **"Parcel"** means the land contained in Certificate of Title Folio Identifier 2/1188418

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

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

(n) "**Strata Committee**" means the Strata Committee as defined in the Act.

(o) **"Strata Plan"** means the strata plan registered in respect of the building.

(p) "**strata scheme**" means the strata scheme as defined in the Act in respect of the Strata Plan.

(q) **"Management Statement"** means the Management Statement relating to the complex known as Vendian of which the strata scheme is a part of.

(r) "**Stratum Lot**" means the lot in the Stratum Plan.

(s) **"Stratum Plan"** means Deposited Plan registered at the Department of lands subdividing the Parcel into 3 stratum lots.

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

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:4 of 17
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(t) "**Vendor**" means Kogarah RSL Club Limited ACN 001 032 355.

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

(a) headings are for convenience only and do not affect the interpretation of the by-laws;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate,

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(f) a reference to any thing includes a part of that thing,

(g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

(h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

1.3 The provisions of registered memorandum AG520000 are incorporated into these by-laws in full as though they form part of these by-laws.

2 Noise

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

3 Vehicles etc. on common property

3.1 An owner or occupier of a lot must not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a registered vehicle as defined in the *Road Transport (Vehicle Registration) Act 1997* or associated legislation as amended

4 Obstruction of common property

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

5 Not to damage to common property

5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.

5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:5 of 17
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5.3 An owner or occupier of a lot must not mark, paint, drive nails or screws of the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.4 An approval given by the Owners Corporation under by-law **Error! Reference source not found.** cannot authorise any additions to the common property.

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

(a) any locking or other safety device for protection of his lot against intruders; or

(b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

subject to the locking or safety device or other device as the case may be being installed in the workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

5.6 Notwithstanding the provisions of the Act:

(a) the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

6 No overloading

An owner or occupier must ensure that they do not place or allow to be placed any object in the lot or on common property which has the effect of overloading the structural adequacy of the building or any part of it.

7 Compensation for damage to common property

7.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.

7.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 7.1 by way of compensation.

7.3 Any amount payable by way of compensation in accordance with this by-law 5.3 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation

8 Not to Deposit rubbish etc. on common property

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

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:6 of 17
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9 Notice of defects, breakages and accidents

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

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

10 Storage of flammable liquids

10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.

10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or internal combustion engine which is stored appropriately within the Carparking Area

11 Appearance of lot

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

11.2 An owner or occupier of a lot must not erect, install or apply any blinds, shutters, window treatments, security devices (including grills and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation. Unless otherwise approved by the Owners Corporation, all curtains must have a warm white backing (to the extent they are in front of the facade glazing)

12 Not misuse lifts

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

13 Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way and must obtain the Strata Committee's consent prior to obtaining any necessary council or other approvals required at law.

14 No alteration to internal walls or structural features

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:7 of 17
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16 Water closets and water apparatuses

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

16 Maintenance of air conditioning, ducting etc

An owner or occupier must at its cost:

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

(b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;

(c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot,

(d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and

(e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

17 Installation of air-conditioning, ducting etc

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

18 Strata Committee may ensure security

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

19 Keys

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

(a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;

(b) the Owners Corporation may at is discretion make additional numbers of the keys or devices available to owners on the payment of a reasonable charge as may be determined from time to time by the Strata Committee;

(c) the owner of a lot to whom any key or any operating system is given under this by-law must:

(1) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:8 of 17
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(2) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and

(d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise then by returning it to the Owners Corporation.

20 Not interfere with security and keep fire doors locked

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

21 Not interfere with fire fighting equipment

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

22 Fire protection systems, smoke detectors etc

22.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot

22.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

23 Signage on common property

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

24 Movement of goods

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

25 Invitees and licensees to comply with by-laws

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:9 of 17
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25.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property

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

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

(a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;

(b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises,

(c) the supervision of any employees and/or contractors of the Owners Corporation;

(d) the control and supervision of the common property generally; and

(e) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

27 Strata Committee to make rules

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme and the times and manner in which any part of the common property may be used.

28 Building rules

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

29 Terms of Owners Corporation consents and approvals

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

30 No smoking

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property.

31 Behaviour of owners and occupiers

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:10 of 17
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32 Children playing on common property in building

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

33 Drying of laundry items

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Parcel (including the lot) in such a way as to be visible from the street level outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

34 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless the Owners Corporation resolves that:

(a) it will keep the glass or specified part of the glass clean; or

(b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all

35 Moving furniture and other objects on or through common property

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

35.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

35.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

36 Garbage disposal

36.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the lot on a regular basis

36.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.

36.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:

(a) permitted means and times for disposal;

(b) disposal routes;

(c) permitted pick-up areas (if any);

(d) location of garbage removal;

(e) storage of garbage;

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:11 of 17
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(f) containment of garbage;

(g) regularity of garbage removal;

(h) segregation of garbage; and

(i) special garbage requirements,

and may also incorporate or address other matter as determined by the Owners Corporation from time to time.

36.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Owners Corporation, to:

(a) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;

(b) clean the Garbage Disposal Area on at least a weekly basis; and

(c) conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.

36.5 An owner or occupier of a lot must.

(a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

(b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;

(c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;

(d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;

(e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 36.3.

36.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

36.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.

37 Keeping of animals

37.1 Subject to the Act, an owner or occupier of a lot may keep 1 small dog, 1 small cat, 1 small caged bird or 1 ordinarily available residential aquarium to house small fish on the lot.

37.1 An owner or occupier may request the Strata Committee to provide confirmation that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Strata Committee as complying with this by-law 37.

37.2 For the purposes of by-law 37.1, the term "small" means:

(a) fish which an ordinary person may legally acquire and keep in an aquarium as a companion animal which is not poisonous or otherwise dangerous to persons,

(b) a bird which an ordinary person may legally acquire and keep in a cage as a companion animal which is not dangerous to any persons but excluding any type of chicken or other foul;

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:12 of 17
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(c) a dog or cat under 15kgs in weight and which, under the terms of the *Companion Animals Act 1998* (NSW), **is not**:

(1) declared a menacing, dangerous or nuisance dog;

(2) declared a nuisance cat; or

(3) a restricted breed.

37.3 If an owner or occupier of a lot keeps an animal as referred to in by-law 37.1 the owner or occupier must.

(a) notify the Owners Corporation;

(b) keep the animal within the lot;

(c) carry the animal when it is on the common property for egress and ingress purposes; and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

38 Provision of amenities or services

38.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunication services (for example, cable television).

38.2 If the Owners Corporation makes a resolution referred to in by-law 38 1 to provide an amenity or service to a lot or to the owner of occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

39 Traffic on common property

39.1 The Strata Committee has the power to:

(a) impose a speed limit for traffic in common property;

(b) impose reasonable restrictions on the use of common property driveways and parking areas;

(c) install speed humps and other traffic control devices in common property; and

(d) install signs in relation to parking and to control traffic in common property.

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

39.3 An owner or occupier of a lot must comply at all times with any carparking management plan implemented from time to time by the Strata Committee.

40 Access to a lot by the Owners Corporation

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:13 of 17
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41 Landscaping

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

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

(b) are regularly maintained and kept neat and tidy at all times;

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

(d) do not hang or grow over the boundary of the lot.

42 Restrictions on use of lot

42.1 An occupier or owner of a lot must not (and is not entitled to) use any lot as a brothel or massage parlour or any other use that is prohibited by law.

42.2 An owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

42.3 The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010*.

43 Restricted areas of common property

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

44 Right of entry

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

45 Lifts

45.1 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme must use lifts contrary to this capacity.

45.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.

45.3 An owner or occupier of a lot must not misuse or permit to be misused any lift in the strata scheme and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:14 of 17
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Approved Form 7	Strata Plan By-Laws	Sheet 14 of 17 sheet(s)
Registered: 15.5.2019 Office use only		Office use only SP97728

46 Insurance premiums

46.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

46.2 If the Owners Corporation gives approval under this by-law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

47 Storage

An owner or occupier of a lot must not use any part of a lot designated for the use of storage to store any flammable substance nor for any purpose that creates a nuisance or harm.

48 Floor coverings

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

48.2 An owner or occupier of a lot must notify the Owners Corporation no less than 21 days before changing any of the floor coverings or surfaces of a lot. The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier to reduce or otherwise ensure that by-law **Error! Reference source not found.** is complied with.

48.3 This by-law does not affect any requirement under any law to obtain consent, approval or other authorisation which may be required for the changing of the floor covering or surface concerned.

48.4 An owner or occupier must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.

49 Failure to comply with by-laws

49.1 The Owners Corporation may do anything on a lot that an owner or occupier should have done under the by-laws which an owner or occupier has not undertaken or in the opinion of the Owners Corporation has not been done properly.

49.2 The Owners Corporation must give the occupier or owner written notice specifying when it will enter into a lot to do the work. An owner or occupier must.

(a) give the Owners Corporation (or persons authorised by it) access to the lot according to the notice and at the owner or occupier's cost; and

(b) pay the Owners Corporation for its costs for doing the work.

49.3 The Owners Corporation may recover any money the owner or occupier owes the Owners Corporation under the by-laws as a debt, and this debt may be added to the owner's levy notice.

50 Short term leasing

The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010* (as amended or replaced).

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

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:15 of 17
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51 Service of documents

A document which is otherwise required to be served by the Owners Corporation or Strata Committee or any of their representatives may be served on an owner or occupier of a lot by electronic means provided that the person has given the Owners Corporation or Strata Committee an email address for the service of notices and the document is sent to that address.

52 Vendor's right to sell

52.1 For such time as the Vendor remains an owner of a lot in the strata scheme, those companies shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.

52.2 The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:

(a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and

(b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

53 Lot owners jointly benefitted by easements or other rights

53.1 Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extent of the use and benefit between the lots cannot be determined from the Stratum Plan, and any instrument registered in conjunction with the Stratum Plan, then the Strata Committee appointed from time to time may make rules and regulations about the extent of the use and benefit between lots and the owners and occupiers of lots must comply with those rules and regulations at all times.

53.2 The Strata Committee must seek to be as equitable as possible to all the lots referred to in by-law 53.1 having regard to all the circumstances.

54 Management Statement

54.1 If there is an inconsistency with a by-law in the Strata Scheme and the Management Statement the Owners Corporation must amend the by-law to make it consistent with the Management Statement

54.2 The Owners Corporation and owners or occupiers of lots in the Strata Plan must at all times comply with the Management Statement and a consent from the Owners Corporation or the Strata Committee does not relieve the obtaining of consent under the Management Statement if required.

54.3 The Strata Committee may appoint a Representative or Substitute Representative under the Management Statement from a member of the Strata Committee and terminate or appoint a new Representative or Substitute Representative at any time.

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:16 of 17
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Approved Form 7	Strata Plan By-Laws	Sheet 16 of 17 sheet(s)
Registered: 15.5.2019 Office use only		Office use only SP97728

Execution

Registered proprietor

Executed by Kogarah RSL Club Limited ACN 001 032 355 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Brian Brown
Signature of Director

Brian Brown
Print name of Director 5/4/19

Signature of ~~Director~~/Secretary

GRANT AMER
Print name of ~~Director~~/Secretary 5/4/19

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

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

Req:R302669 /Doc:SP 0097728 D /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:17 of 17
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ePlan

Approved Form 7	Strata Plan By-Laws	Sheet 17 of 17 sheet(s)
Registered: 15.5.2019 Office use only		SP97728 Office use only

Mortgagee:

Signed, sealed and delivered for and on behalf of **Australia and New Zealand Banking Limited** ACN 005 357 522 by its attorney under a Power of Attorney and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:

Power of Attorney
Dateed: 18/11/2002
Book: 4376
No: 410

Signature of Witness

Signature of Attorney

ASHOK KRISTNAN
Print name of Witness

ANDREW LYALL
Print name of Attorney

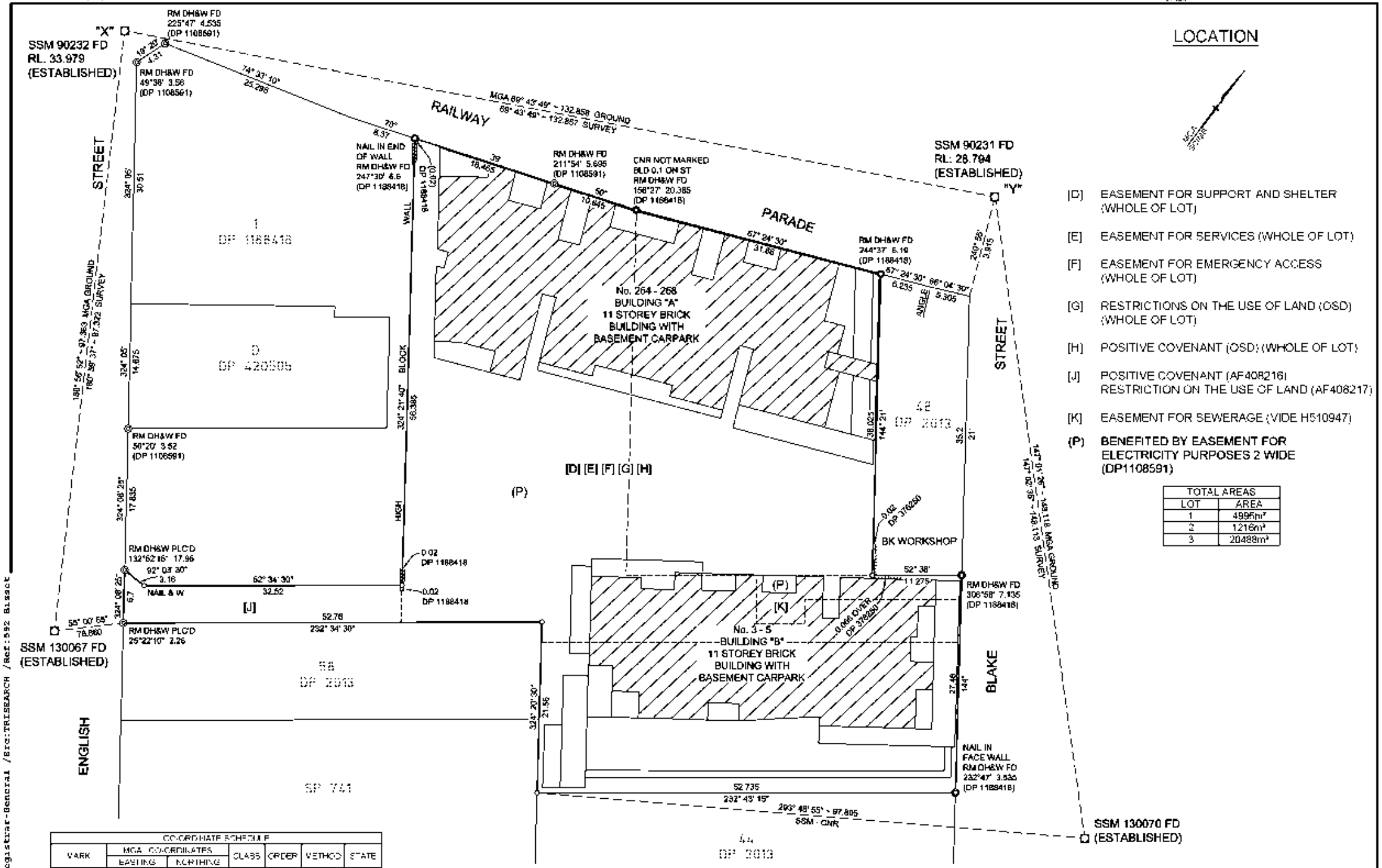
242 PITT STREET SYDNEY

NSW, 2000
Address of Witness

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

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

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 2 Sheets



[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF406217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

(P) BENEFITED BY EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (DP1108591)

TOTAL AREAS	
LOT	AREA
1	4995m²
2	1216m²
3	20488m²

CO-ORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 90231	327 105.798	6 239 852.417	D	2	SC MS	FOUND
SSM 90232	326 983.172	6 239 805.601	D	2	SC MS	FOUND
SSM 130067	326 960.506	6 239 739.255	B	2	SC MS	FOUND
SSM 130070	327 147.414	6 239 729.378	B	2	SC MS	FOUND
SOURCE OF MGA CO-ORDINATES ADOPTED FROM SCIMS ON 14/12/2018						
COMBINED SCALE & SEA LEVEL CORRECTION FACTOR = 0.999960 ZONE 56						

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 13
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BASEMENT 3

(AND BELOW)

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[C] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM)

[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOT 3
- EASEMENT [C] IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 21.0
- THAT PART OF THE RIGHT OF ACCESS [A] IDENTIFIED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] IDENTIFIED [B1] IS UNLIMITED IN HEIGHT AND DEPTH

NOTE A
LOT 2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LEVEL IN STRATUM OF THE LOTS ABOVE

NOTE [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOT 2

RAILWAY
70° 39' 00" 29.31
67° 24' 30" 31.86
PARADE
STREET
BLAKE
ENGLISH
STREET
DP 1188418
SP 741
PT 3 (4450m²) NOTE A
[D] [E] [F] [G] [H]
46 DP 2013
88 DP 2013
44 DP 2013
[A] [A1] [B] [B1] [C] [J] [K]
324° 21' 40" 56.385
144° 21' 40" 38.025
52° 38' 11.275
52° 34' 30" 32.52
324° 09' 25" 6.7
232° 34' 30" 52.76
324° 20' 30" 21.56
232° 43' 15" 52.735
144° 21' 27.46
82° 03' 30" 3.78
54° 21' 40" 6.6
234° 21' 40" 6.6
5.3
144° 21' 40" 5.3
(1.3)
(5.3)
(1.3)
(2.0)
(2.7)
(2.0)
(36.0)
(35.01)

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 13
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BASEMENT 2

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

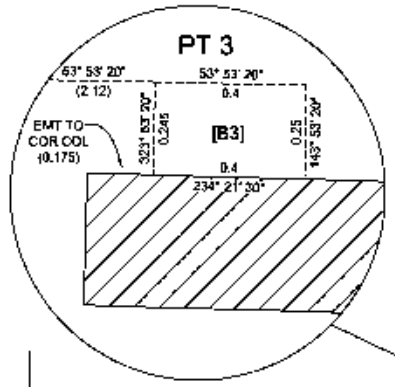
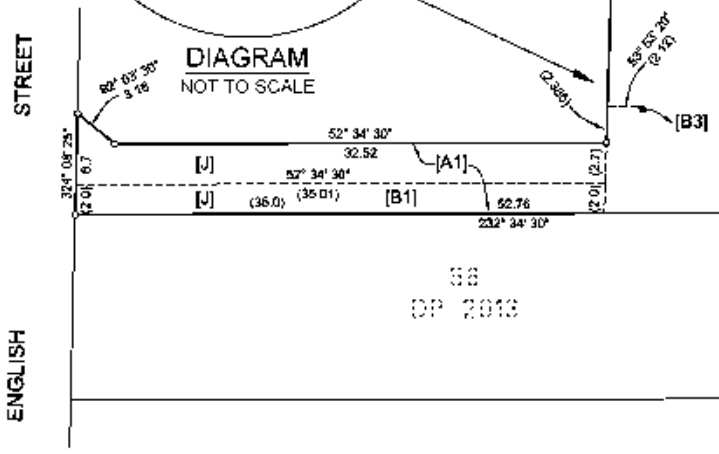


DIAGRAM
NOT TO SCALE



DENOTES PROJECTION FACE OF WALL OR COLUMN

NOTE A
LOT 3 IS LIMITED IN DEPTH TO RL 21.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOT 3
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B3] IS LIMITED IN DEPTH TO RL 21.0 AND LIMITED IN HEIGHT TO RL 27.1

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:3 of 13
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BASEMENT 1

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

NOTE 1A & 1B
LOTS 1 AND 3 ARE LIMITED IN DEPTH TO RL 27.3 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE

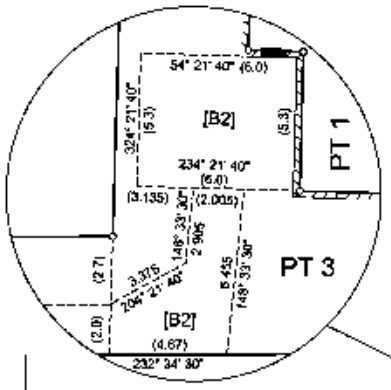


DIAGRAM
NOT TO SCALE

(FW) DENOTES FACE OF WALL
DENOTES PROJUNGATION CENTRE OF WALL OR CO. (FW)
DENOTES PROJUNGATION FACE OF WALL OR CO. (FW)

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOTS 1 AND 2
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN THE RIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN THE RIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B2] IS LIMITED IN DEPTH TO RL 27.3 AND UNLIMITED IN HEIGHT

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:4 of 13
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PLAN FORM 2 (A2) 29th 05 1907 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 6 of 7 sheets

GROUND LEVEL

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] [EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

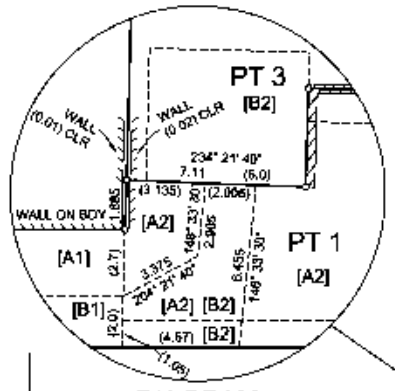
[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

NOTE 2A
LOTS 1 AND 2 ARE LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE

NOTE 2B
LOT 3 DENOTED THUS IS LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE

NOTE 2C
LOTS 3 DENOTED THUS ARE LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE



DENOTES CENTRELINE OF 3.14 WIDE WALL UNLESS NOTED OTHERWISE

DENOTES INSIDE FACE OF WALL

EASEMENT NOTES
- [D] [E] [F] [G] [H] AFFECT THE WHOLE OF LOTS 1, 2 AND 3
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF RIGHT OF ACCESS [A] DENOTED [A2] IS LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO RL 33.0
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B2] IS LIMITED IN DEPTH TO RL 27.1 AND UNLIMITED IN HEIGHT

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:5 of 13
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LEVEL 1

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] (EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

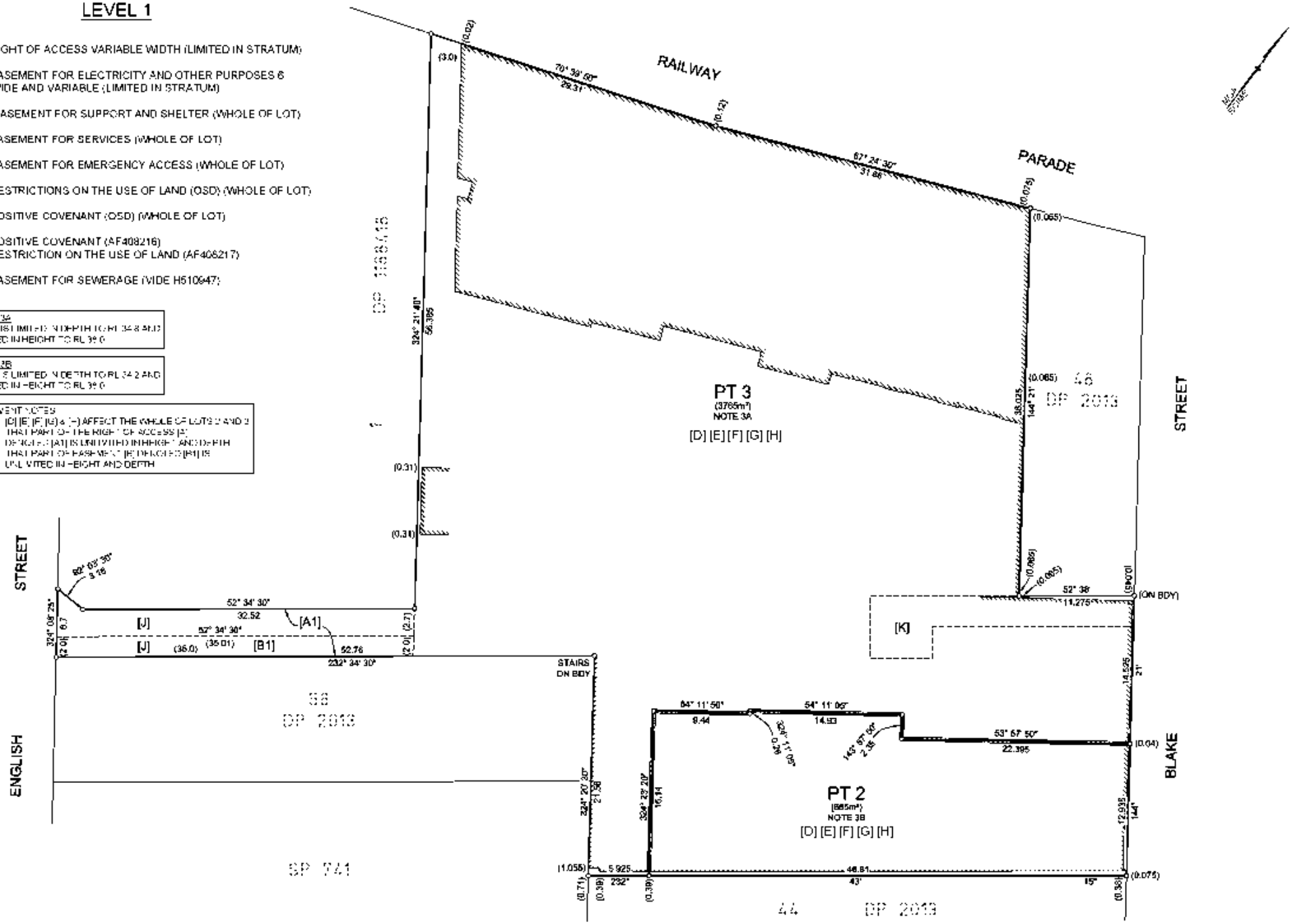
[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

NOTE 3A
LOT 3 IS LIMITED IN DEPTH TO RL 34.8 AND LIMITED IN HEIGHT TO RL 39.0

NOTE 3B
LOT 2 IS LIMITED IN DEPTH TO RL 34.2 AND LIMITED IN HEIGHT TO RL 39.0

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOTS 2 AND 3
- THAT PART OF THE RIGHT OF ACCESS [A] DESIGNATED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DESIGNATED [B1] IS UNLIMITED IN HEIGHT AND DEPTH



Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:6 of 13
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LEVEL 2
(AND ABOVE)

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] (EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

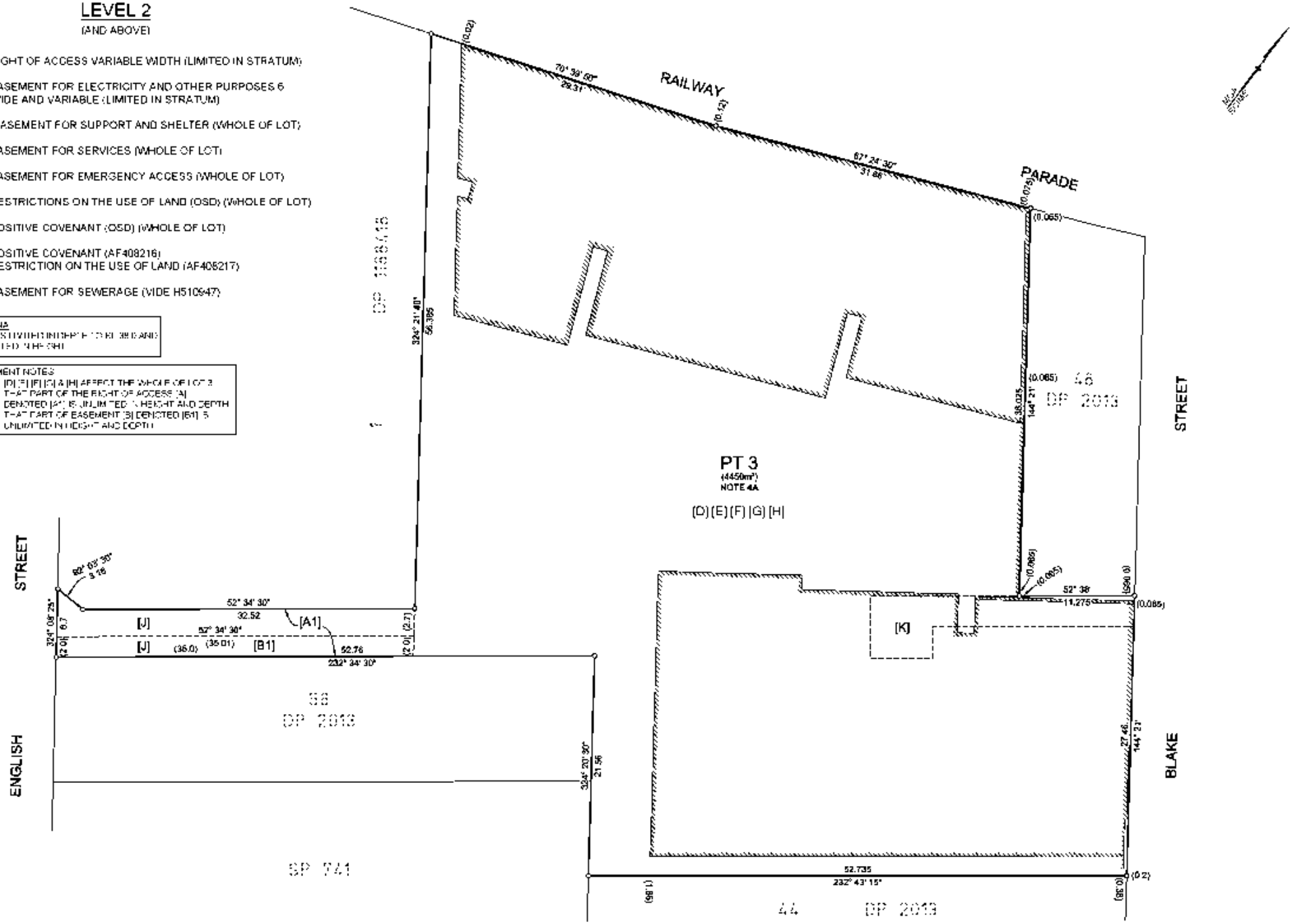
[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

NOTE 4A
[illegible] (DENOTED [K]) AND UNLIMITED IN HEIGHT

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOT 3
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH



Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:? of 13
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Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:8 of 13
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)

Office Use Only

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Title System: TORRENS

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DP1251807

PLAN OF SUBDIVISION OF
LOT 2 IN DP 1188418

LGA: GEORGES RIVER
Locality: KOGARAH
Parish: ST GEORGE
County: CUMBERLAND

Survey Certificate

I, MARK OWEN WILLIAMS

of 888 SURVEY PTY LTD, 137 SHOAL BAY ROAD, NELSON BAY NSW 2315

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 18 / 12 / 2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "X"-"Y"

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 18 / 12 / 2018

Surveyor Identification No: 7975
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, MICHAEL ALEXANDER

*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: Georges River Council

Date of endorsement: 29/01/2019

Subdivision Certificate number: SC 2018/0177

File number: DA 176/2016

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 1188418

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 180411 - STRATUM

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:9 of 13
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

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Registered: 15.05.2019

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DP1251807

PLAN OF SUBDIVISION OF
LOT 2 IN DP 1188418

Subdivision Certificate number: SC2018/0177

Date of Endorsement: 29/01/2019

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

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED
IT IS INTENDED TO CREATE:

1. RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A)
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (B)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM) (C)
4. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (D)
5. EASEMENT FOR SERVICES (WHOLE OF LOT) (E)
6. EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (F)
7. RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (G)
8. POSITIVE COVENANT (OSD) (WHOLE OF LOT) (H)

IT IS INTENDED TO RELEASE:

1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (VARIABLE WIDTH) DP 1108591
2. EASEMENT FOR ELECTRICITY PURPOSES (2 WIDE AND VARIABLE WIDTH) DP 1108591

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019
signed under S. 377 Local Government Act 1993

SCHEDULE OF LOT AND ADDRESS

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	254	RAILWAY	PARADE	KOGARAH
2	5	BLAKE	STREET	KOGARAH
3	258	RAILWAY	PARADE	KOGARAH

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180411 - STRATUM

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:10 of 13
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

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Registered: 15.05.2019

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PLAN OF SUBDIVISION OF
LOT 2 IN DP 1188418

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

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

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

REGISTERED PROPRIETOR

KOGARAH RSL CLUB LIMITED
ABN 75 001 032 355
In accordance with sec 127 of
The corporations Act 2001

Director Signature

~~Director~~/Secretary Signature

BRIAN BROWN

Director Name

GRANT AMER

~~Director~~/Secretary Name

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180411 - STRATUM

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:11 of 13
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

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PLAN OF SUBDIVISION OF LOT 2 IN DP 1188418

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

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

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

MORTGAGEE

Executed for and on behalf of **Australia and New Zealand Banking Group Limited** ABN 11 005 357 522 under Power of Attorney dated 18 November 2002 and registered in New South Wales *Book: 4376 Folio: 410* by:

ASHOK KRISHNAN

who certifies that he/she is a Senior Manager/Manager and that he/she has not received notice of revocation of that Power

Signature of Attorney
In the presence of

Signature of Witness

ANDREW LYALL

Name of Witness

242 Pitt Street
Sydney NSW 2000

Address of Witness

CONSENT AUTHORITY
GEORGES RIVER COUNCIL

Authorised Person

Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180411 - STRATUM

Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:12 of 13
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

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Registered: 15.05.2019

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PLAN OF SUBDIVISION OF LOT 2 IN DP 1188418

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

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

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

MORTGAGEE

BLUESTONE CAPITAL VENTURES (KOGARAH) PTY LIMITED
ACN 169 822 477 AS TRUSTEE FOR
BLUESTONE CAPITAL VENTURES (KOGARAH) UNIT TRUST
ABN 27 692 845 375

Stephen Peter Grant
Sole Director + Secretary

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019

signed under S. 377 Local Government Act 1993

If space is insufficient use additional annexure sheet

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Req:R302670 /Doc:DP 1251807 P /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:13 of 13
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

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Registered: 15.05.2019

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DP1251807

PLAN OF SUBDIVISION OF LOT 2 IN DP 1188418

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

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

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

Deed

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

at

sign here ▶	sign here ▶
Attorney: NIGEL PETER JOHN LOWRY	Attorney: TREVOR MARK ARMSTRONG
print name	print name
I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]	I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]
sign here ▶	sign here ▶
Witness: Sharon Lee Daley	Witness: Effie Dimitriou
print name	print name
print address: 570 George St, Sydney	print address: 570 George St, Sydney

If space is insufficient use additional annexure sheet

Surveyor's Reference:180411 - STRATUM

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 13
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APPROVED FORM 10

CONVEYANCING ACT 1919

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á 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

DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

Full name and address of owner of the land:

Kogarah RSL Club Ltd
ACN 001 032 355
c/- Sparke Helmore, Level 29, 19 Martin Place, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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	Right of Access variable width (limited in stratum) (A)	1, 3	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for electricity and other purposes 6 wide and variable (limited in stratum) (B)	1, 3	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Easement for electricity and other purposes 6.6 wide (limited in stratum) (C)	3	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement for support and shelter (Whole of lot) (D)	Each lot	Each other lot
5	Easement for services (Whole of lot) (E)	Each lot	Each other lot
6	Easement for Emergency Access (Whole of lot) (F)	Each lot	Each other lot
7	Restriction on the Use of Land (OSD) (Whole of lot) (G)	Each lot	Georges River Council
8	Positive Covenant (OSD) (Whole of lot) (H)	Each lot	Georges River Council

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person .....
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

EZO\EZO\67228398\1

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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 to permit encroaching structure to remain (variable width) DP1108591	2/DP1188418	2/DP1188418
2	Easement for electricity purposes (2 wide and variable width) DP1108591	2/DP1188418	2/DP1188418

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

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Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:3 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

PART 2 (Terms)

A Interpretation and General Provisions

(a) In this instrument the following terms have the following meaning:

Authorised User means every person authorised by the Person Benefited 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 may include a management committee, any lessees, employees, agents, contractors, licensees or invitees of the Person Benefited.

Council means the George River Council and includes any successor.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance, present or future and whether state, federal or otherwise.

Management Committee means a committee of that name formed under a Strata Management Statement.

Services means

Strata Management Statement means a strata management statement registered under the *Strata Titles (Freehold Development) Act 1973* which applies to any or all of the lots in the plan accompanying this instrument (or any lots created upon further subdivision of a lot in the plan) from time to time.

(b) For each easement, positive covenant and restriction on use in this instrument, each Person Benefited must comply and must ensure that its Authorised Users comply with the terms of this instrument and the Strata Management Statement when they exercise their rights or comply with their obligations under this instrument.

2 Right of Access variable width (limited in stratum) (A)

2.1 A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.

3 Easement for electricity and other purposes 6 wide and variable (limited in stratum) (B)

3.1 An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S. 377 Local Government Act 1993

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:4 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

4 Easement for electricity and other purposes 6.6 wide (limited in stratum) (C)

4.1 An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

5 Easement for support and shelter (Whole of lot) (D)

5.1 An easement for support and shelter is created in any direction for those parts of the buildings now or in the future erected on the lot benefited by those parts of the lots burdened and any structures erected on it as are capable of affording that support and shelter.

5.2 The benefited lot and its Authorised Users may enter and remain on the lot burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support to the lot benefited located on the lot burdened subject to the following conditions:

(a) the benefited lot and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the owner of the lot burdened, the lot burdened and the occupiers and contents of the lot burdened; and

(b) except in the case of emergency, the benefited lot and its Authorised Users must give reasonable notice to the owner of the lot burdened of its intentions to enter the lot burdened.

5.3 If a strata plan subdividing any lot burdened is registered resulting in the creation of an easement for support under section 8AA of the *Strata Schemes (Freehold Development) Act 1973* there is an inconsistency between this easement and the easement created under section 8AA, then to the extent of that inconsistency the terms of the easement under section 8AA apply.

6 Easement for services (Whole of lot) (E)

6.1 Subject to this clause, an easement for services in terms of section 196L of the *Conveyancing Act 1919* is created in respect of all wires, cables, conduits, equipment and other structures and things relating to the Services (as defined in section 196L) which pass through or are situated in the easement site and service the lot benefited. For the purposes of this clause, Services includes those Services installed up to an including the date of issue of the final occupation certificate (within the meaning of the *Environmental Planning & Assessment Act 1979*) for the last (in time) residential building to be constructed or completed on the burdened lots or any of them

6.2 This easement has effect from the date of registration of this Instrument and continues to apply if a Strata Management Statement is registered.

6.3 The provisions of schedule 8 of the *Conveyancing Act 1919* are varied as follows:

(a) except in an emergency the benefited lot or Authorised User must give to the owner of the lot burdened or its nominee at least 48 hours notice of their intention to enter the lot burdened;

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019
Signed under S. 377 Local Government Act 1993

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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

(b) If required by the owner of the lot burdened, when exercising rights or complying with obligations, the benefited lot or Authorised User must be accompanied by and comply with the reasonable directions of the nominee of the owner of the lot burdened;

(c) in an emergency, the benefited lot or Authorised User is not required to give the owner of the lot burdened notice prior to access but must provide the owner of the lot burdened notice and details of the access undertaken during that emergency as soon as practicable afterwards; and

(d) a benefited lot or an Authorised User must cause as little inconvenience and interruption as is practicable to the Services or the usual activities carried out in the lot burdened.

6.4 When exercising rights or complying with obligations under this Instrument, each benefited lot and Authorised User must:

(a) ensure that any person carrying out the works on Services or the easement site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the owner or occupier of the lot burdened.

6.5 The benefited lot and each Authorised User must repair damage which they cause to a Service or the easement site.

6.6 A benefited lot and each Authorised User entering the lot burdened shall do so at his or her own risk and the benefited lot and each Authorised User releases the owner of the lot burdened and its contractors, agents and employees from all claims and demands of every kind and from all liabilities which may arise in connection with any accident or damage to property or death or injury to any person entering upon the lot burdened during the exercise of any rights granted under this easement other than as may be caused by the negligence of the owner of the lot burdened, its contractors, agents or employees.

6.7 If a strata plan subdividing any lot burdened is registered resulting in the creation of an easement for services under section 8AB of the *Strata Schemes (Freehold Development) Act 1973* then the provisions of schedule 1B of that Act as varied as set out in section 6.3 of this easement apply and if there is an inconsistency between this easement and the easement created under section 8AB, then to the extent of that inconsistency the terms of the easement under section 8AB apply.

6.8 The benefited lot and each Authorised User must not interfere with the enjoyment of the lot burdened.

7 Easement for Emergency Access (Whole of lot) (F)

7.1 During any event of emergency full and free right for the benefited lot and its Authorised Users from time to time to go pass and repass for the purposes of ingress or egress without vehicles

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019
Signed under S.377 Local Government Act 1993

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:6 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

across the lot burdened for the purposes of evacuating the lot benefited in the event of fire or a fire drill or emergency.

7.2 The benefited lot and its Authorised Users entering upon the lot burdened shall do so at his or her own risk and the benefited lot and each Authorised User releases the owner of the lot burdened and its contractors, agents and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted under this easement other than as may be caused by the negligence of the owner of the lot burdened, its contractors, agents or employees.

7.3 If a Strata Management Statement affecting the lot benefited and the lot burdened is registered and it contains provisions relating to the exercise of rights under this easement, then to the extent of the inconsistency, the Strata Management Statement prevails.

8 Restriction on the Use of Land (OSD) (Whole of lot) (G)

8.1 The Registered Proprietor shall not make or permit or suffer the making of any alterations to any on-site storm water management system which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of Council. The expression "on-site storm water management system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to manage storm water quantity or quality including the temporary detention or permanent retention of storm water storages. Any on-site storm water management system constructed on the lot(s) burdened is hereafter referred to as "the system".

8.2 Name of Authority having the power to release, vary or modify the Restriction referred to is Council.

9 Positive Covenant (OSD) (Whole of lot) (H)

9.1 The Registered Proprietor will in respect of the System:

(a) keep the System clean and free from silt, rubbish and debris;

(b) maintain and repair at the sole expense of the Registered Proprietor the whole of the System in accordance with the Maintenance Schedule so that it functions in a safe and efficient manner;

(c) provided that the Council complies with its obligations under clause 9.4, permit the Council or its authorised agents from time to time and upon giving reasonable written notice to the Registered Proprietor, to enter upon the land only for the purposes of inspecting compliance with the requirements of this positive covenant;

(d) comply with the terms of any written notice issued to the Registered Proprietor by the Council in respect of the requirements of this covenant within the time stated in the notice provided that:

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:7 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC. 2018/0177

(1) the Registered Proprietor in complying with such notice would:

(A) not be in breach of any Law or Code in respect of the Electricity Works located on the burdened land; or

(B) not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator; or

(C) if the notice provides details of any Work required to be carried out, then such Work and the time for carrying out Work must be approved by the Registered Proprietor in accordance with clause 9.2.

9.2 The Registered Proprietor will consent to the Work and/or the time for carrying out the Work under a notice referred to in clause 9.1(d)(1)(C) if the carrying pout of such Work in the requested time:

(a) is not in breach of any Law or Code in respect of the Electricity Works located on the burdened land;

(b) will not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator.

The Registered Proprietor can issue consent with or without conditions.

9.3 Pursuant to section 88F(3) of the *Conveyancing Act 1919* (Act) the Council shall have the following additional powers:

(a) in the event that the Registered Proprietor fails to carry out any Authorised Work within the time set out in a written notice issued in accordance with clause 9.1(d), the Council or its authorised agents may upon giving reasonable written notice enter the burdened land with all necessary materials and equipment and carry out the Authorised Work provided that in the exercise of its rights, the Council complies with its obligations under clause 9.4;

(b) the Council may recover from the Registered Proprietor in a court of competent jurisdiction:

(1) any expense reasonably incurred by it in exercising its powers under sub clause 9.3(a) hereof. Such expenses shall include reasonable wages for the Council's employees engaged in effecting the Authorised Work referred to in sub clause 9.3(a) above, supervising and administering the said Authorised Work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the Authorised Work; and

(2) legal costs on an indemnity basis for issue of the said notices and recovery of the sad costs and expenses together with the costs and

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GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019

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Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:8 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

expenses of registration of a covenant charge pursuant to s.88F of the Act or providing any certificate required pursuant to s.88G of the Act or obtaining any injunction pursuant to s.88H of the Act.

9.4 In the exercise of its rights under clause 9.1(c) and 9.3(a), the Council will or procure that its authorised agents will comply with the Registered Proprietor's reasonable directions and requirements for entry to, inspection of any carrying out of Authorised Work on burden land including but not limited to compliance with the Registered Proprietor's safety rules and procedures by an authorised officer of the Registered Proprietor at all times.

9.5 Nothing in this positive covenant is to be construed as affecting any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the Registered Proprietor may have under the *Electricity Supply Act 1995* (**Electricity Supply Act**) or Code.

9.6 Nothing in this positive covenant is intended to, or does, constitute any fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or Code. If, contrary to the operation of this clause, any provision of this positive covenant is held by a court of competent jurisdiction to constitute a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code then:

(a) Council will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied; and

(b) In the event that sub clause 9.6(a) cannot be achieved without giving rise to a fetter on the exercise by the Registered Proprietor of a statutory discretion or authority or duty specified in the Electricity Supply Act or a Code, the relevant provision is to be severed and the remainder of this positive covenant has full force and effect.

(c) The name of the Authority having the power to release vary or modify this positive covenant is Georges River Council.

9.7 For the purposes of this positive covenant:

Authorised Work means any Work approved by the Registered Proprietor in accordance with clause 9.2 and includes the method of carrying such work.

Code means any code, standard, policy or guideline regulating the operation and maintenance of electricity works or an electricity network, a Network Operator or the supply of electricity by the Registered Proprietor from time to time including the Registered Proprietor's own codes, standards, policies or guidelines.

Electricity Works has the same meaning it has in the Electricity Supply Act, being any electricity power lines or associated equipment or electricity structures that form part of a transmission or distribution system (as those terms are defined in the Electricity Supply Act).

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GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019
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Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:9 of 13
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

DP1251807

Plan of Subdivision of Lot 2 in DP1188418

SC. 2018/0177

Maintenance Schedule means the maintenance schedule for the System as agreed between the and Council from time to time but which shall provide for cleaning and maintenance of the System at least every 6 months.

Network Operator has the same meaning it has in the Electricity Supply Act.

System means the on-site storm water management system constructed on the burdened land.

Work means the activity or work Council requires the Registered Proprietor to carry out on the burdened land for compliance with the requirements of clause 9.1 of this positive covenant as set out under a notice issued in accordance with clause 9.1(d) and includes the method of carrying out the activity of work.

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

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Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:10 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2012/0177

Execution:

Registered Proprietor

Executed by **Kogarah RSL Club Ltd** ACN 001 032 355 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

BRIAN BROWN
Print name of Director

Signature of ~~Director~~/Secretary

GRANT AMER
Print name of ~~Director~~/Secretary

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019

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Signed under S.377 Local Government Act 1993

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:11 of 13
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

* Bluestone Capital Ventures (Kogarah) Pty Limited ACN 169 822 477 as Trustee for Bluestone Capital Ventures (Kogarah) Unit Trust ABN 27 692 845 375

Execution:

Stephen Peter Grant
Sole Director and Secretary

Mortgagee:

* Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney dated 18th November 2002 and registered in New South Wales Book: 4376 Folio: 410 by ASHOK KRISHNAN who certifies that he/she is a Senior Manager/Manager and that he/she has not received notice of revocation of that Power

Signature of Attorney in the presence of

Signature of Witness
ANDREW LYALL
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person.
Date of Endorsement: 29/01/2019

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Signed under S.377 Local Government Act 1993

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:12 of 13
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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

Execution:

Council

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

Georges River Council by its authority delegate ~~the~~ pursuant to S. 377 Local Government Act 1993, Michael Alexander

.....
Michael Alexander

29/01/2019
Date

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

.....
Signature of Witness

PRIYANI JAYANEERA
Name of Witness

Georges River Council, 16-32 MacMahon Street
Address of Witness Hurstville NSW 2220

Req:R302671 /Doc:DP 1251807 B /Rev:15-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:13 of 13
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

DP1251807

Plan of Subdivision of Lot 2 in DP1188418

SC 2012/0177

Deed

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd
ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd
ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd
ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd
ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

at

sign here ▶ ..... Attorney

print name NIGEL PETER JOHN LOWRY

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

sign here ▶ ..... Witness

print name Sharon Lee Daley

print address 520 George St, Sydney

sign here ▶ ..... Attorney

print name TREVOR MARK ARMSTRONG

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

sign here ▶ ..... Witness

print name Effie Dimitriou

print address 520 George St, Sydney

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

REGISTERED 15.05.2019

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 110
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ePlan

Approved Form 9	Strata Management Statement	Sheet 1 of 110 sheets
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STRATA MANAGEMENT STATEMENT

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

(a) The owners corporation of a strata scheme for part of the building; or

(b) An owner, mortgagee in possession or lessee of a 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)

PART 1 DEFINITIONS AND INTERPRETATION

1.1 *Dictionary*

In this Management Statement, unless the contrary intention appears:

"Administrative Fund" has the same meaning as in the Act.

"Act" means the *Strata Schemes Management Act 2015*.

"Approved Insurer" has the same meaning as in the Act.

"Architectural Code" means the architectural codes for Veridian, attached at Schedule 3 agreed to at a Meeting of the Management Committee.

"Awning" means any awning attached to Veridian and overhanging pavement.

"Authority" means any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity with jurisdiction over Veridian.

"Building or Buildings" means the structure and structures and improvements located on Veridian.

"Budget" means the estimate of Shared Costs determined under clause 18.

"Business Day(s)" means a day which is not a Saturday, Sunday or a Public Holiday.

"By-Laws" means the by-laws of a Strata Plan.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 110
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"Chairperson" means the Chairperson appointed pursuant to clause 3.3.

"Car Park" means the car park area for the Commercial Stratum and Residential Stratum

"Car Space" means the car space allocated to the Owner or Occupier of a Lot.

"Commercial Lot" means a Lot which can only be used for commercial purposes.

"Commercial Owners Corporation means the Owners Corporation of the Commercial Stratum.

"Common Property" means the common property within a Strata Plan.

"Commercial Stratum" means Lot 2 in DP1251807.

"Council" means Kogarah City Council.

"Defaulting Member" means a Member who fails to comply with a notice in clause 6.11.

"Default Notice" means the default notice issued in accordance with clause 6.11(a).

"Developer" means Kogarah RSL Club Ltd ACN 001 032 355

"DP" means Deposited Plan.

"Easements" means all registered easements created and notified on the Stratum Plan or Strata Plan, being easements for personal access, service access and vehicular access defined in the Act or any other statutory easements for support or shelter as defined in the Act and this Management Statement.

"Emergency" means a situation posing an immediate threat to human safety or loss or damage to physical property.

"Excluded Services" means:

(a) all interior fixtures, furniture, finishings, fittings within a Lot including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

(b) all pipes, wires, ducts and cables within a Lot for the exclusive use of that Lot, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:3 of 110
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"Facilities Manager" means the facilities manager appointed in accordance with clause 14.

"Financial Statements" means the statements to be prepared by the Management Committee in accordance with clauses 19.8 and 19.9.

"Fire Control Equipment" means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purpose of fire control.

"Fund" means the fund used to levy, collect, deposit and make payment for the Shared Costs.

"Funds" means the funds levied by the Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 2.

"Garbage Disposal Area" means that part of the Common Property designated by the Management Committee from time to time for the storage of garbage for Owners and Occupiers.

"Insurance" means all insurances required to be effected under clause 20 with an Approved Insurer in which more than one Member has an interest and any other insurance determined by Unanimous Resolution to be insurance.

"Law" means includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

"Lot or Lots" means any of the RSL Stratum, Commercial Stratum and the Residential Stratum and where those stratum lots have been strata subdivided, the lots within such strata scheme or schemes.

"Management Committee" means the Committee to be formed under clause 2.1, which is responsible for managing Veridian on behalf of the Members.

"Management Statement" means this management statement including all annexures, schedules and attachments.

"Meeting(s) and Emergency Meeting(s)" means a meeting or emergency meeting of the Management Committee conducted in accordance with this Management Statement.

"Member(s)" means each of the parties referred to in clause 2.2.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:4 of 110
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"**Member's Proportion**" means the amount calculated by applying the following formula:

MP = TA x (SLA / TSLA)

Where:

MP is the Member's Proportion

TA is the total amount of the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be)

SLA is the area of the relevant Member's Lot as shown in the Stratum Plan except where such Lot has been subdivided by strata subdivision or otherwise in which case it will be the aggregate of the areas of the Lots as shown in such subdivision plan (excluding common property)

TSLA is the aggregate of each other Member's SLA who must bear the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be) together with the relevant Member's SLA.

"Occupier" means an occupier of a Lot or part of a Lot including but not limited to a lessee, licensee or invitee.

"Officers or Officer" means the Chairperson, Secretary and the Treasurer.

"Owner" means the owner of a Lot.

"Owners Corporation" has the same meaning as in the Act.

"**Parcel**" means that part of the Property upon which Veridian is located being the Property.

"Payment Notice" means the notice issued in accordance with clause 6.3.

"**Property**" means all of the land contained in folio identifier 2/1188418.

"Replacement Representative" means a replacement representative for the Representative for Meeting purposes.

"Representative" means each of the natural persons appointed by each of the Members in accordance with clause 2.3.

"Residential Owners Corporation" means the Owners Corporation of the Residential Stratum.

"**Residential Stratum**" means Lot 3 in DP1251807.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:5 of 110
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"Resolution" means a motion of the Management Committee in favour of which more than 50% of votes of the Members of the Management Committee present and entitled to vote, are cast.

"Restricted Period" means the period commencing from the date that this Management Statement is entered into up until the Developer is no longer the Owner of a Lot within Veridian.

Review Expert means a quantity surveyor or other suitable expert to a level and type of qualification, experience and skill as may be required for preparation of the Shared Facilities Review:

(a) as may be agreed between the Owners; or

(b) where the Owners are unable to agree, as appointed by the President of the Institute of Architects (NSW Chapter).

"RSL Lot" means a Lot within the RSL Stratum.

"RSL Stratum" means Lot 1 in DP1251807.

"Schedule(s)" means the schedules or a schedule for this Management Statement.

"Secretary" means the secretary appointed in accordance with clause 3.1.

"Selling Activities" means:

(a) the placing of 'For Sale' or 'For Leasing' signs;

(b) having a sales office;

(c) having display suites or apartments; and/or

(d) conducting any marketing activities to sell or lease Lots.

"Service" means any Service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in Schedule 1 of the Act as well as ventilation systems and ducts and stairwell pressurisation systems located within Veridian and on top of the Buildings comprising Veridian.

"Shared Costs" means all expenses in relation to:

(a) the Shared Facilities;

(b) amounts payable to the appointed Strata Manager; and

(c) all other amounts determined by the Management Committee by a Unanimous Resolution to be Shared Costs.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:6 of 110
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"Shared Facilities" means the shared facilities in clause 21.1 and Schedule 1.

"Shared Facilities Plan" means the plan in Schedule 4 showing the location of various Shared Facilities.

Shared Facilities Review means a review carried out and by the Review Expert, determining:

(a) the fair allocation of costs and expenses between the Owners in respect of Shared Facilities; and

(b) whether any other structure, facility, service, utility on any Lot ought fairly to comprise a Shared Facility;

(c) whether any contract, arrangement or benefit used or enjoyed by two or more of the Owners should fairly comprise a Shared Cost;

(d) whether any Shared Facility or Shared Cost should no longer be a Shared Facility or Shared Cost; and

where subclause (b) or (c) applies, the fair allocation of costs in respect of that Shared Facility.

"Sinking Fund" has the meaning given to the term "capital works fund" in the Act.

"Strata Manager" means the person from time to time appointed by the Management Committee under clause 13.

"Strata Manager Fee" means the cost of the Strata Manager under this Management Statement not exceeding an amount which would be considered reasonable by an independent member of the NSW Institute of Strata Management experienced in managing a building commensurate with Veridian.

"Stratum Plan" means the plan of subdivision of the Parcel which creates the Commercial Stratum, Residential Retail and the RSL Stratum.

"Strata Scheme" means a strata scheme (as defined in the Act) comprised within the Parcel.

"Special Resolution" means a resolution of the Management Committee in favour of which at least 75% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

"Strata Plan" means a strata plan of a Strata Scheme.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:7 of 110
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"Treasurer" means the treasurer appointed in accordance with clause 3.2.

"Unanimous Resolution" means a resolution of the Management Committee in favour of which 100% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

"Veridian" means all the Lots that comprise the Stratum Plan, the Shared Facilities and all open space common property areas located on the Parcel.

1.2 Interpretation

In this Management Statement unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of the Management Statement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;

(e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;

(f) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;

(g) references to months and years means calendar months and years;

(h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;

(i) if the day on which any act, matter or thing is to be done under or pursuant to this Management Statement is not a Business Day, that act, matter or thing may be done on the next Business Day.

(j) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body;

(k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Management Statement or any part of it;

(l) references to sections means sections of the Act;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:8 of 110
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(m) Words with a capital letter are defined in the Dictionary contained in clause 1.1.

1.3 Provisions to prevail

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

PART 2 COMPULSORY MATTERS

2 Establishment and composition of the Management Committee and appointment of its office holders

2.1 Establishing Management Committee

The Members must:

(a) establish the Management Committee within three (3) months after this Management Statement is registered; and

(b) continue to always have a Management Committee.

2.2 Members of the Management Committee

The Members of the Management Committee are:

(a) the owner or Owners Corporation of the Strata Plan of the Commercial Stratum; and

(b) the owner or Owners Corporation of the Strata Plan of the Residential Stratum; and

(c) the owner or Owners Corporation of the RSL Stratum.

2.3 Representatives and Substitute Representatives

(a) Each of the Members has the right to appoint one (1) Representative to represent it at meetings.

(b) Each Representative must represent the Member who appointed him or her at Meetings and Emergency Meetings.

(c) An Owners Corporation or other corporation that is a Member of the Management Committee may be represented for the purposes of the Management Committee by a person appointed by, or selected in accordance with, a special resolution or By-Law made by the Owners Corporation or a resolution made by the other corporation.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:9 of 110
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(d) Each Member must give to the other Members and the Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address and telephone and facsimile numbers of the Representatives who for the time being will represent it at Meetings or Emergency Meetings of the Management Committee.

(e) A Member may at any time give to the other Members and the Management Committee written notice of the name, address, telephone and facsimile numbers of a Replacement Representative.

(f) Anything done by a Representative or a Replacement Representative for the Member that appointed them has the same effect as if the Member undertook such activities.

2.4 Election not to be a Member

(a) An Owners Corporation is not required to be a Member of the Management Committee if the Owners Corporation decides, by special resolution, not to be a Member and all other Members of the Management Committee agree.

(b) A person other than an Owners Corporation, is not required to be a Member of the Management Committee if the person, by written notice to the Management Committee, decides not to be a Member and all other Members of the Management Committee agree.

2.5 Office Bearers

The Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

2.6 Who May be Officers

An officer must be:

(a) a Representative;

(b) a Replacement Representative; or

(c) the Strata Manager.

2.7 Officers and Compliance

(a) The Management Committee may appoint a Representative, Replacement Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:10 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) An Officer must perform their functions according to this Management Statement, the Act and the directions of the Management Committee.

2.8 Appointing Officers

The Management Committee:

(a) must appoint its Officers within one month after the establishment of the Management Committee;

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

3 Functions of the Committee and its office holders in managing the building and site

3.1 The Secretary

The functions of the Secretary are to:

(a) convene Meetings and Emergency Meetings;

(b) prepare notices and agendas for Meetings and Emergency Meetings;

(c) prepare and distribute minutes of Meetings and Emergency Meetings;

(d) give notices for the Management Committee;

(e) answer communications sent to the Management Committee;

(f) perform administrative and secretarial functions for the Management Committee;

(g) keep records (other than records which the Treasurer must keep) for the Management Committee according to this Management Statement and the Act;

(h) forward copies of the records prepared under clause 3.1(g) to the Strata Manager, within a reasonable time after they are prepared (if the Secretary and the Strata Manager are not the same person or entity).

3.2 The Treasurer

The functions of the Treasurer are to:

(a) prepare the Budgets and the Financial Statements for the Fund;

(b) prepare (or arrange for the preparation of) financial statements for the Management Committee;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:11 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(c) prepare (or arrange for the preparation of) audit reports;

(d) send notices of the Funds contributions to Members;

(e) collect contributions from Members;

(f) receive, acknowledge, bank and account for contributions and other money paid to the Management Committee;

(g) keep accounting records for the Management Committee; and

(h) provide a copy of the accounting reports prepared under clause 3.2(g) to the Strata Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Strata Manager are not the same person or entity).

3.3 The Chairperson

The Chairperson is to preside at each Meeting and each Emergency Meeting. In the event that the Chairperson does not attend a Meeting or an Emergency Meeting, the Management Committee may appoint another Representative, Replacement Representative or the Strata Manager to preside at the Meeting or at the Emergency Meeting as chairperson.

3.4 Functions of Management Committee

The functions of the Management Committee are to:

(a) make decisions for relevant matters referred to in this Management Statement;

(b) consider any proposal submitted to the Management Committee by any Member;

(c) subject to the Law, consider and determine any other matter which the Members determine by Special Resolution should be considered by the Management Committee;

(d) agree on the Architectural Code for Veridian;

(e) monitor the performance of the Strata Manager;

(f) monitor the performance of the Facilities Manager;

(g) determine, levy and recover contributions for the Fund and make payments from the Fund;

(h) operate, maintain, renew and replace the Shared Facilities;

(i) change or add to the Shared Facilities;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:12 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(j) fairly control the use of the Shared Facilities;

(k) effect insurance according to the Act and this Management Statement;

(l) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this Management Statement;

(m) arrange for the maintenance of Shared Facilities and other contracts so that the insurances required under this Management Statement are not affected; and

(n) comply with the Act and this Management Statement.

3.5 *External Contracts*

The Management Committee may enter into contracts or arrangements or undertakings with third parties to assist the Management Committee to perform the obligations of the Management Committee set out under this Management Statement.

4 The way in which the Management Statement may be amended

4.1 *Proposals*

(a) A Member or the Facilities Manager may submit to the Management Committee a proposal to amend the Management Statement;

(b) A proposal submitted to the Management Committee must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

4.2 *Decisions*

Unless otherwise specified in this Management Statement, a decision to amend this Management Statement must be decided by Unanimous Resolution of the Management Committee.

5 Dispute Resolution

5.1 *Disputes*

The Members must use their best endeavours and good faith to resolve disputes in relation to this Management Statement before they take action under this clause.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:13 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

5.2 Notice of Disputes

(a) If a dispute arises in connection with this Management Statement then any Member (including the Strata Manager) may serve on the other Member(s) and the Management Committee a written notice of dispute following which the provisions of this clause apply.

(b) The written notice referred to in paragraph (a) must:

(i) identify the subject matter of the dispute or complaint;

(ii) set out the facts upon which the dispute or complaint is based;

(iii) identify the provisions of the Management Statement relevant to the dispute or complaint;

(iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and

(v) contain any particulars of quantification of the dispute or complaint.

5.3 Management Committee to negotiate

Within 14 days after a Member serves a dispute notice under clause 5.2 the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on a time and place, they must meet at the offices of the Strata Manager at an agreed time, on the day which is 14 days after the dispute notice was served to try to resolve the dispute by negotiation.

5.4 Mediation

If the parties cannot resolve any dispute arising under or concerning this Management Statement by negotiation under clause 5.3 then the parties must first refer the dispute to mediation. The mediator must be appointed by an office bearer of the Australian Commercial Disputes Centre and the parties agree to do all things on their part necessary to enable such mediation to proceed including without limitation all payments payable to the Australian Commercial Disputes Centre and any mediator appointed by that body of their one-half share of any costs incurred with respect to such mediation. The parties must:

(a) mediate the dispute according to the dispute mediation rules of the Law Society of New South Wales, within 14 days after the mediator is appointed by the office bearer of the Australian Commercial Dispute Centre;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:14 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) if the parties cannot agree on a mediation timetable or location, then the mediation timetable will be established by the mediator appointed and the location being in Sydney, New South Wales.

5.5 Expert decision

If a dispute cannot be resolved by mediation under clause 5.4 then the dispute may be submitted for final determination to an expert to be agreed upon between the parties or failing agreement by such expert as may be nominated for that purpose by the President for the time being of the New South Wales Law Society.

5.6 Expert instructions

The parties must instruct the expert appointed under clause 5.5 that the expert:

(a) must act as an expert and not as an arbitrator; and

(b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and

(c) must give a written decision including reasons within one (1) month of being appointed.

5.7 Decision

The experts decision in clause 6.6 is final and binding on the parties to the extent permitted by Law.

5.8 Costs

Unless the person decides otherwise:

(a) each party must pay its own costs in connection with the dispute under this clause 5 and

(b) the costs of referring the dispute to an expert and that experts costs and the cost of enquiries by the expert must be shared equally between the parties.

5.9 Pre - Condition

A party must not begin legal proceedings (other than for an interlocutory, interim or urgent injunction) in connection with a dispute under this Management Statement unless that dispute has first been decided by a person appointed under clause 5.5 or the person appointed under clause 5.5

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:15 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

has failed to give a decision within a reasonable time after that person's appointment.

5.10 Information confidential

A Member must not divulge any confidential information obtained from another Member under this clause 5 other than to their legal or financial advisers for the purposes of resolving the complaint or dispute or otherwise as required by Law.

6 Allocation of the costs of shared expenses and details of the method used to apportion costs of shared expenses

6.1 Apportioning Shared Facilities Costs

Schedule 2 sets out how much each Member must contribute towards the Shared Costs of the Shared Facilities. The Management Committee must charge Members for Shared Facilities according to Schedule 2. If Schedule 2 does not make a provision for a charge, then each Member must contribute as determined by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be contributed by each Member shall be the Member's Proportion.

6.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for Shared Facilities according to Schedule 2 (or according to the determination of the Management Committee if there is no provision in Schedule 2 for that cost). Subject to the description of each Shared Facility in Schedule 1, Shared Costs relating to the Shared Facilities include Shared Costs for:

(a) the maintenance, repair, operating cleaning and replacement of the Shared Facilities;

(b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(d) the inspection of Shared Facilities (if applicable) by a Authority; and

(e) the certification of Shared Facilities for the purposes of the Law

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:16 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

6.3 Paying Contributions

Subject to this clause, the Management Committee must give each Member at least 30 days' notice, called a Payment Notice, before the Fund contribution is due. The Payment Notice must be in writing and must show:

(a) the total contribution to be raised;

(b) the portion of the contribution the Member must pay; and

(c) the date the payment is due.

If the Management Committee has to raise Funds in an emergency, it may give less than 30 days' notice of the contribution.

6.4 Banking money and interest on accounts

The Management Committee must deposit all contributions and other money paid to the Management Committee by Members or otherwise into its bank or building society accounts.

6.5 Drawing from accounts

The Management Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement.

6.6 Late payments

A Member must:

(a) pay the Management Committee interest on any amount the Member owes the Management Committee under this Management Statement but do not pay on time; and

(b) pay interest from (and including) the date on which the payment was due until the date it was paid.

6.7 Interest

The Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft quoted by the bank or building society of the Management Committee.

6.8 Debt

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

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:17 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

6.9 *Dealing with surplus Funds*

If there is surplus money in the Fund at the end of a budget cycle under this clause, the Management Committee may distribute it between the Members in shares decided by the Management Committee. When deciding the shares for the distribution of surplus money according to this clause, the Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds. The Management Committee may decide to distribute surplus Funds under this clause only by Special Resolution.

6.10 *Adjustments*

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

6.11 *Defaulting Member*

(a) If a Member fails to comply with a valid Payment Notice that Member is not a Defaulting Member until:

(i) the Management Committee (or the Strata Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within thirty days of service of that notice ("Default Notice"); and

(ii) the Member has failed to pay the money necessary to remedy the default within that time.

(b) The Management Committee (or the Strata Manager) is not entitled to serve on an Member a notice under sub paragraph (a)(i) if:

(i) that Member has served a notice seeking reasonable clarification of an amount in accordance with clause 6.15 and is complying with the requirements of that clause; or

(ii) the Management Committee has failed to comply with its obligations in this clause 6.

6.12 *Obligations of Members on Default by an Member*

If a Member to whom a Payment Notice has been given is a Defaulting Member, the following apply:

(a) at the time of giving the Default Notice referred to in sub paragraph (b) the Management Committee (or the Strata Manager) must give to the

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:18 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Defaulting Member a Default Notice informing the Defaulting Member that it is in breach.

(b) on giving a notice referred to in sub paragraph (a), the money payable by the Defaulting Member may be recovered by the Management Committee from the Defaulting Member as a debt due and owing together with interest at the rate in accordance with clause 6.7, such interest to be computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

(c) while a Member remains a Defaulting Member:

(i) neither it nor its Representative or Replacement Representative on the Management Committee is entitled to exercise a vote at any Management Committee Meeting or any Emergency Meeting;

(ii) the requirement of a quorum in clause 10.1 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

(iii) it is not entitled to request a Meeting or Emergency Meeting of the Management Committee under clause 9.1 or submit a proposal to the Management Committee under clause 15.

6.13 Dispute Shared Costs

If there is a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities, the Member must pay according to the proportion in Schedule 2 (or according to clause 6.2 if there is no provision in Schedule 2 for that Shared Cost). After the Member and the Management Committee resolve the dispute, the Members or the Management Committee must pay any necessary adjustments.

6.14 Dispute – Negotiation, Mediation Arbitration

If a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities is determined under clause 5.6, the negotiator, mediator or expert who determines the dispute must determine any adjustments the Member or the Management Committee must pay.

6.15 Clarification

If a Member requires clarification of an amount it is requested to pay under this Management Statement or a Payment Notice it may within seven (7) days of receipt of a Payment Notice notify the Management Committee (or the

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:19 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Strata Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

6.16 GST

(a) In this clause 6.16:

(i) "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and

(ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.

(b) The Management Committee must comply with the GST legislation (including lodging Business Activity Statements when required).

(c) The Shared Costs for the Shared Facilities and any other consideration payable under this Management Statement by the Members has not been calculated to include GST.

(d) The Member must pay to the Management Committee, on each date the Member must make payment for a Taxable Supply under this Management Statement, an additional amount equal to the GST payable on the Taxable Supply or component of the Supply for which that payment is made.

7 Review process regarding allocation of costs

7.1 Changing and Adding to the Shared Facilities

(a) The Management Committee may, by Unanimous Resolution:

(i) add Shared Facilities if it identifies new Shared Facilities;

(ii) create new Shared Facilities;

(iii) change existing Shared Facilities;

(iv) change the use of existing Shared Facilities;

(v) modify or replace existing Shared Facilities;

(vi) extend Shared Facilities; or

(vii) determine a charge for a Shared Facility where Schedule 2 does not make provision for a charge.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:20 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) The Management Committee may by Special Resolution change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

(i) the Shared Costs for Shared Facilities will be more fairly divided; and

(ii) the fairness of the division of Shared Costs is supported by at least two expert consultants reports (unless all Members agree to waive this requirement).

(c) The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause.

7.2 Changing Facilities – Pre-Conditions

Before the Management Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities the Management Committee must resolve to deal with the Shared Facility under clause 7.1 and at least one of the following must occur.

(a) the Management Committee identifies new Shared Facilities;

(b) the use of Shared Facilities changes;

(c) Shared Facilities are repaired, modified or replaced; or

(d) anything else happens which affects the Shared Costs of the Shared Facilities.

The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause. A copy of the altered Schedule 1 and Schedule 2 must be provided to each Member, within 15 Business Days after such alteration has occurred.

7.3 Review Mechanism

The Management Committee must engage the Review Expert to carry out the Shared Facilities Review:

(a) at least once in each five year period (or more frequently where the Management Committee may require by Unanimous Resolution);

(b) as soon as practicable following any subdivision as contemplated by clause 32; and

(c) as soon as practicable following any change or addition to the Shared Facilities, shared used or enjoyed between one or more of the Owners,.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:21 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

7.4 Submissions

Each of the Owners may make written and oral submissions to the Review Expert in respect of the subject matters of the Shared Facilities Review.

7.5 Final & Binding

The Review Expert in undertaking the Shared Facilities Review does so as an expert and not as an arbiter and the Shared Facilities Review will be final and binding on the Owners.

7.6 Variation to Management Statement

Following the Shared Facilities Review, the Owners must jointly and at their shared cost do all things required to:

(a) vary this Management Statement in accordance with the Shared Facilities Review; and

(b) where the Shared Facilities Review arises as a result of a subdivision as contemplated by clause 32 vary this Management Statement in accordance with clause 32.2.

7.7 Disputes

Where there is any dispute between the Owners in respect of the interpretation of the Shared Facilities Review, the Owners must in good faith endeavour to resolve the dispute in accordance with clause 6 of the Management Statement.

7.8 Registration

Each Owner must do all things (including executing all documents and procuring any mortgagee or chargee to execute documents and produce the title) required to effect the registration of a variation of the Management Statement or register a replacement Management Statement to give effect to this clause 7.

8 Service of Notices and other documents on the Management Committee

8.1 Service

A notice, approval, consent or other communication in connection with this Management Statement:

(a) must be in writing; and

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:22 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) must be left at the address of the addressee, or sent by pre-paid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Members and the Management Committee in accordance with clause 2.3(e) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

8.2 Date when effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

8.3 Receipt of notices

A letter or facsimile is taken to be received:

(a) if posted, on a third day after posting;

(b) if delivered to the party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day; and

(c) if transmitted by facsimile to a party's address and the correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

8.4 Notices by email

The Management Committee, an owner, a member or any other interested party under this Management Statement may elect to allow receipt of notices by email at any time by providing their email address to the Management Committee to be made available to all other owners, members and interested parties for this purpose.

8.5 Service of Notices on the Management Committee

Notices on the Management Committee may be served upon the Management Committee or the building manager as appointed from time to time.

PART 3 Other Matters

9 Meetings of Management Committee

9.1 Convening Meetings and Delegates

The Management Committee must convene a Meeting:

(a) if the Management Committee decides to hold a Meeting;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:23 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) if requested by notice in writing by a Member not being a Defaulting Member setting out the issue or proposal required to be addressed in the Meeting, if the Management Committee receives a notice under this clause 9.1(a) and there is an emergency the Management Committee must hold the Meeting within 14 days or sooner from the day the Management Committee receives the notice from the Member; or

(c) within one (1) month after the establishment of the Management Committee; and

(d) at least every six (6) months.

9.2 Notices

The Management Committee must give each Member at least 10 Business Days written notice of a Meeting, which includes the Meeting agenda and details. In the case of an emergency, shorter notice may be given and the manner of notice may include telephone calls depending upon the circumstances.

9.3 Management Committee Meeting Minutes

The Management Committee must prepare, keep and maintain:

(a) notices of Meetings and agendas for Meetings,

(b) minutes of all Meetings and distribute those minutes to each Member within 14 days of the relevant Meeting.

9.4 Members Rights to Inspect Records

Members, Owners and Occupiers may inspect the Management Committee's records in the following manner:

(a) the Members, Owners or Occupiers must apply in writing to the Management Committee;

(b) must pay the Management Committee the inspection fee prescribed from time to time by the regulations to the Act; and

(c) the Management Committee must allow the Member, Owner or Occupier to inspect Management Committee's records within five (5) Business Days after a request has been made in writing and the payment of the inspection fee under clause 9.4(b).

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:24 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

10 Quorum

10.1 Quorum

One (1) Representative or Replacement Representative of each Member will constitute a quorum for any Meeting of the Management Committee. If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned, without the need for further notice, for two (2) business days, to be held at the same time and at the same place notified for the original Meeting. The quorum for the adjourned Meeting will be that number of Representatives present at the time appointed for the adjourned Meeting.

10.2 Decisions in Writing

The Management Committee may make decisions in writing without holding a Meeting if:

(a) the Management Committee serves on the Members according to this Management Statement notice of the Meeting and the motions to be considered by the Management Committee; and

(b) the required Members or the Members have approved each motion within the notice in clause 10.2(a) in writing.

11 Voting

11.1 Voting

Subject to clause 11.2, at all Meetings of the Management Committee a Member is entitled to vote with the vote to its respective Representative.

11.2 Restrictions on voting

The following restrictions apply to the voting at any Meeting or Emergency Meeting:

(a) a Member may only vote on a motion regarding any of the Shared Facilities if:

(i) the Member contributes towards the cost of such of the Shared Facilities; and

(ii) the effect of the motion is to require the Member to contribute towards the cost of such of the Shared Facilities; and

(b) the Chairperson does not have a casting vote.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:25 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

11.3 Subdivision of Stratum Lots

The Owner of the Commercial Stratum or the Residential Stratum or the RSL Stratum may subdivide such Stratum by way of strata plan or otherwise without the consent of the Management Committee so long as the subdivision complies with the Law and does not conflict with this Management Statement.

11.4 *Voting Rights*

(a) For the purposes of this Management Statement:

(i) the Residential Stratum shall hold an entitlement of one (1) vote;

(ii) the Commercial Stratum shall hold an entitlement of one (1) vote; and

(iii) the RSL Stratum shall hold an entitlement of one (1) vote.

12 Management Committee decisions

12.1 Decisions

The Management Committee may make decisions:

(a) according to this Management Statement;

(b) by a Resolution or Special Resolution or Unanimous Resolution according to this Management Statement.

12.2 Resolutions Required

A decision of the Management Committee may be made by a Resolution unless otherwise specified in this Management Statement.

12.3 Unanimous Resolution Required

The matters which the Management Committee must decide by Unanimous Resolution are:

(a) amending this Management Statement;

(b) changing the Architectural Code;

(c) changing, adding to or extending the Shared Facilities;

(d) changing, adding or varying the Shared Costs;

(e) changing, adding or varying the portion of Shared Costs levied in Schedule 2;

(f) the repayment of part or in whole of the Funds to Members.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:26 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

13 Appointing the Strata Manager

13.1 Appointment of the Strata Manager

The Management Committee may appoint a Strata Manager to manage the Management Committee's functions relating to Veridian. The appointment and terminating the appointment of the Strata Manager under this clause may be by a Resolution.

13.2 Delegation of Functions

Subject to clause 13.3, the Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

13.3 Restricted Functions

The Management Committee may not delegate the following functions to the Strata Manager:

(a) functions which the Management Committee may exercise only by Special Resolution;

(b) functions which the Management Committee decides by Special Resolution may be performed only by the Management Committee; and

(c) the function to determine and levy the Fund and the Fund contributions on Members.

13.4 Strata Manager Fees

The Strata Manager Fee of the Strata Manager for the term of appointment may be the amount reasonably determined by the Management Committee.

13.5 Strata Manager and Management Committee Contract

The agreement between the Management Committee and the Strata Manager must:

(a) be in writing and be signed by each Member and the Strata Manager;

(b) reserve the power for the Management Committee and the Officers to continue to exercise the functions which the Management Committee delegates to the Strata Manager; and

(c) have provisions regulating the rights of the Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:27 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

13.6 *Strata Manager Obligations*

Subject to this clause, the Strata Manager under an agreement may undertake the following duties, without limitation:

(a) performing the functions of the Secretary;

(b) performing the functions of the Treasurer;

(c) performing the functions of the Chairperson; and

(d) doing anything else that the Management Committee agrees is necessary for the operation and management of Veridian.

13.7 *Strata Manager's Licence*

The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

14 Facilities Manager

14.1 *Facilities Manager*

Subject to this clause, the Management Committee has the power to appoint and enter into agreements with the Facilities Manager to provide:

(a) for the operation, maintenance, repair and replacement of Shared Facilities; and

(b) for the management and operational services for Veridian.

14.2 *Facilities*

The Facilities Manager may provide services for the Management Committee which Members must pay for according to Schedule 2.

14.3 *Terms of the Agreement*

The term of the initial agreement between the Management Committee and the Facilities Manager must not exceed 12 months (including options to renew the agreement). The term of a new agreement may be for the period reasonably determined by the Management Committee.

14.4 *Facilities Manager's Fee First Year*

The remuneration of the Facilities Manager for the first year of the initial agreement under this clause must not exceed an amount determined by the Management Committee as being the market rate, and may provide separate amounts for facilities management duties and the supervision of service contracts entered into by the Management Committee (or its agent).

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:28 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

14.5 Facilities Manager's Fees

The remuneration of the Facilities Manager for subsequent years of the initial agreement under this clause or for a new agreement must not exceed the market rate agreed between the Management Committee and the Facilities Manager for performing the duties of the Facilities Manager.

14.6 Agreement

An agreement between the Management Committee and the Facilities Manager must:

(a) be in writing and be signed by each Member and the Facilities Manager; and

(b) have provisions about the rights of the Management Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

14.7 Duties of the Facilities Manager

Subject to this clause, the duties of the Facilities Manager under an agreement may include, without limitation:

(a) managing the maintenance, repair and replacement of the Shared Facilities;

(b) preparing and keeping current a short and long term maintenance, repair and replacement programme for the Shared Facilities,

(c) preparing and keeping current an asset management plan for the Shared Facilities;

(d) performing an annual audit of the Shared Facilities (which are readily accessible to the Facilities Manager);

(e) supervising contracts entered into by the Management Committee or by the Facilities Manager on behalf of the Management Committee; and

(f) doing anything else which the Management Committee considers is necessary for the operation and management of Shared Facilities and Veridian.

14.8 Agent

Under an agreement with the Facilities Manager, the Members may authorise the Facilities Manager to act as their agent and:

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:29 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and

(b) enter into contracts on behalf of the Members.

14.9 Services

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

15 Submissions to Management Committee

15.1 Proposals

A Member or the Strata Manager may submit to the Management Committee a proposal for one (1) or more of the following:b

(a) maintenance, repair, refurbishment or replacement of any external area of The Veridian.

(b) provision or variation of any Service to or within The Veridian;

(c) amendment of this Management Statement;

(d) the alteration of the external appearance of The Veridian;

(e) repair, renewal or replacement of a Shared Facility;

(f) acquisition of a new Shared Facility;

(g) entry into, variation of or termination of a maintenance agreement or insurance policy;

(h) alteration of the apportionment of the Shared Costs for Members; and

(i) consideration of any other matter to which this Management Statement applies.

15.2 Resolutions

(a) Proposals under clause 15.1(a) to 15.1(h) will require a Unanimous Resolution for determination; and

(b) a proposal under clause 15.1(i) will require a Resolution for determination unless otherwise set out in this Management Statement.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:30 of 110
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15.3 Submission of Proposals

A proposal submitted to the Management Committee under clause 15.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

15.4 Not Performed

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

15.5 Entry

The Management Committee may enter the affected part:

(a) of The Veridian and stay there for as long as necessary and to do what is required to remedy under clause 15.4; or

(b) in an Emergency.

15.6 Costs

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

15.7 Liability

The Management Committee is not liable for damage arising out of exercising rights under this clause 15 (except for damage caused by the Management Committee's negligence or the Management Committee's agents or representatives negligence).

16 Architectural compliance

16.1 Architectural Code

The Architectural Code for Veridian helps to preserve the architectural integrity of Veridian. The Architectural Code for Veridian is in Schedule 3 of this Management Statement. The Architectural Code does not bind the Developer and may be unilaterally varied, amended or replaced from time to time by the Developer during the Restricted Period.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:31 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

16.2 Architectural Code Compliance

Subject to this Management Statement, the Members, Owners and Occupiers (other than the Developer during the Restricted Period) must:

(a) comply with the Architectural Code for Veridian; and

(b) obtain necessary consents from the Management Committee according to the Architectural Code for Veridian before they carry out works in Veridian or a Lot of Veridian.

16.3 Amending Architectural Code

The Developer has the right to amend the Architectural Code at any time without consent of the Members during the Restricted Period at the Developer's expense.

16.4 No Requirements for Consent – Commercial and RSL

Provided consent from the relevant Authority has been obtained, the Member, Owner and Occupier of a Lot may carry out refurbishment works, fitout and modification to the interior of a Lot or to the Excluded Services without the need for consent from the Management Committee provided the refurbishment works, fitout and modifications comply with the Architectural Code.

16.5 Compliance with clause 16.2

Compliance with clause 16.2 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

17 Obligations and rights of the Members, Owners and Occupiers

17.1 General obligations of the Members

(a) The Members, Owners and Occupiers must:

(i) ensure the Management Committee is and remains properly constituted in accordance with the Act and this Management Statement;

(ii) ensure the insurance is effected and maintained in accordance with clause 20, the Act and this Management Statement;

(iii) comply with the terms of the Easements;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:32 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(iv) pay any cost incurred as a Shared Costs in the relevant proportions specified in this Management Statement or as determined in accordance with this Management Statement;

(v) ensure the Management Committee is properly constituted.

(vi) comply with the decisions of the Management Committee;

(vii) implement decisions of the Management Committee;

(viii) comply with the By-Laws;

(ix) comply with the Architectural Code for Veridian;

(x) comply with the Act and this Management Statement;

(xi) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Management Statement; and

(xii) effect and maintain the insurance required by this Management Statement and the Act.

17.2 Nature of Member's obligations

(a) The obligations of the Members under this Management Statement are several and not joint and accordingly no Member incurs a liability to another party by reason only of the default of another Member;

(b) Each Member:

(i) must promptly comply with its obligations contained or implied in this Management Statement; and

(ii) is responsible for its own acts and those of its contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its contractors, employees and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives or agents have been negligent.

17.3 Maintenance obligations

Except for Shared Facilities, subject to this Management Statement and the Easements, each Member, Owner and Occupier must, at the cost of the Member:

(a) maintain and keep in good repair the part of Veridian owned or occupied by the Member, Owner or Occupier.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:33 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) maintain and keep in good repair the external appearance of Veridian owned or occupied by the Member, Owner or Occupier; and

(c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member, Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian Standard.

17.4 Members responsibility

The Members, Owners and Occupiers:

(a) are liable for damages for the loss caused to another Member or Owner or Occupier or a person who must comply with this Management Statement, properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Member's property, and

(b) releases the other Member or Owner or Occupier from any costs, claims or liability except costs, claims, or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

18 Budget

18.1 Preparation of Budgets

The Management Committee must prepare a budget for each 12 month period showing how much money or monies will be required for;

(a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

(b) any other Shared Costs.

18.2 Timeframe for First Budget

The Management Committee must prepare the first budget within one (1) month after the Management Committee is established.

18.3 What funds must the Management Committee establish

Within one (1) month after the Management Committee is established, the Management Committee must establish:

(a) the Administrative Fund; and

(b) the Sinking Fund.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:34 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

18.4 Payments – Fund

The Management Committee must:

(a) use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities such as maintenance costs, operational costs, insurance costs and administrative costs;

(b) use the Sinking Fund to pay for the renewal and replacement of Shared Facilities;

(c) hold Funds in the Sinking Fund in a manner which readily identifies the respective accumulated contributions of each Member, and

(d) deduct expenditure from the Sinking Fund from the respective accumulated contributions of each Member as shown in Schedule 2 (or otherwise by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be deducted for each Member shall be the Member's Proportion).

18.5 Preparing Budgets

Subject to this Management Statement, the Management Committee must prepare a budget for each 12 month period showing:

(a) how much money it will need during that period for the Fund; and

(b) the income the Management Committee budgets to receive in that period.

18.6 Budget details

A budget must contain itemised details of:

(a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;

(b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and

(c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

18.7 Budget requirements

The Management Committee must budget enough money to comply with its obligations under this Management Statement and the Act.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:35 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

19 Contributions

19.1 Management Committee - contributions

The Management Committee must:

(a) levy Members the contribution it will need for the Fund for each 12 month period. The amount of contributions must coincide with the budget prepared by the Management Committee under clause 18; and

(b) levy the first contribution within one (1) month after the budget has been approved; and

(c) coincide the contribution cycle with the budget cycle in clause 18.

19.2 Procedures for determining contributions

Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Management Committee).

19.3 12 Month contributions

The Management Committee must decide contributions for each 12 month period at a Meeting.

19.4 Contribution details

The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:

(a) the budget prepared by the Management Committee according to clause 18;

(b) the current Financial Statement prepared by the Management Committee according to clause 19.7(a).

19.5 Insufficient funds

The Management Committee must levy Members additional contributions to the Fund if it cannot pay its debts for a 12 month contribution period.

19.6 Additional Funds Meeting

The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Management Committee for the remainder of the 12 month contribution period which shows:

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:36 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(a) how much money the Management Committee will need for the remainder of the period for the Fund for which the additional contribution will be levied; and

(b) income which the Management Committee knows it will receive for that Fund during the remainder of the period.

19.7 Preparing Financial Statements

Within two (2) months after the end of each 12 month contribution period, the Management Committee must:

(a) prepare Financial Statements for each of its accounts; and

(b) have its accounts audited by a qualified auditor.

19.8 Financial Statements

The Management Committee must prepare Financial Statements for each of its accounts:

(a) from the date of the last Financial Statement to within two (2) months after the next contribution period starts; and

(b) where possible, in time for Members which are Corporations to include in their budgets their portion of costs under this Management Statement.

19.9 Details of Financial Statements

Each Financial Statement(s) must show for the Fund:

(a) details of income and expenditure;

(b) the balance carried forward from the last period;

(c) particulars and amounts of each item of income;

(d) particulars and amounts of each item of expenditure;

(e) the cash in the Fund at the end of the period;

(f) the balance of the Fund;

(g) contribution arrears for each Member;

(h) the amount of credit or debit in the Fund, and

(i) other relevant information.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:37 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

20 Insurance and Indemnity

20.1 Required Insurances

(a) The Management Committee must effect and maintain insurances for:

(i) the full insurable value of the structure of Veridian in accordance with the Act; and

(ii) Public Liability insurance for liability not less than $20,000,000.00 for any one claim or such higher amount as the Management Committee may determine by Resolution; and

(iii) machinery breakdown insurance for the Shared Facilities plant and equipment which is not covered under warranty; and

(iv) workers' compensation insurance if required by Law; and

(v) increased costs during the period of insurance.

(b) All policies are to be taken out with an Approved Insurer in the names of the Management Committee, and, if applicable, any mortgagees in possession holding under a registered mortgage for their respective rights and interests.

(c) Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Management Committee (or the Strata Manager) and certified copies must be supplied to each Member upon request.

(d) The Management Committee must reassess the full insurable value of the structure of Veridian at least once every consecutive three (3) year period from the date of registration of this Management Statement.

(e) The Management Committee must effect as a Shared Cost office bearers liability cover for all Representatives and Replacement Representatives Members of the Management Committee.

20.2 Valuation

The Management Committee must have Veridian valued for insurance purposes at least every three (3) years from the date this Management Statement is registered or such other period as is prescribed by the Act. The valuation must be done by a qualified valuer or quantity surveyor who has:

(a) a minimum of seven (7) years' experience; and

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:38 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) experience in valuing for insurance purposes project properties like Veridian.

20.3 Insurance records

The Management Committee must keep with its records all duplicate or certified copies of the insurance policies, renewal certificates and endorsements for insurances it effects under this Management Statement.

20.4 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 2.

20.5 Total or Partial Destruction of Veridian

In the event of Veridian or any part of Veridian being totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

(a) the Members will, from the insurance money available and to the extent this may be insufficient from their own money in the relevant proportions, reinstate Veridian or that part of Veridian substantially in accordance with its original design and the Architectural Code for Veridian or that part of Veridian; or

(b) if the Members by Special Resolution agree that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent that this may be insufficient from their own monies, in the relevant proportions stipulated in Schedule 2, prepare the land for the new building and then construct Veridian or that part of Veridian in accordance with the agreed plans and specifications, or

(c) if the Members by Unanimous Resolution agree that:

(i) Veridian or that part of Veridian is not to be reinstated; and

(ii) Veridian or that part of Veridian is not to be rebuilt to a different design, the Members will promptly demolish Veridian or that part of Veridian and clear the land or that part of the land of all improvements, structures, rubbish and debris and following the demolition clearance being carried out to the satisfaction of the Members then no Member will have a claim against another Member.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:39 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(d) If the Members acting reasonably are unable to reach agreement under sub paragraphs (b) or (c) then sub paragraph 20.5(a) must apply.

20.6 *Insurance not to be Avoided*

A Member must not at any time do, permit or omit or suffer to be done, committed or omitted any act, matter or thing upon Veridian or to bring or keep anything on Veridian so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

20.7 *Indemnity*

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Member's property in Veridian, those parties will:

(a) do so at their own risk; and

(b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:

(i) claims and demands of any kind;

(ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Member's property or Veridian,

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

21 Shared Facilities

21.1 *What are Shared Facilities?*

A number of facilities and services in Veridian are used by two (2) or more Members. These facilities are called the Shared Facilities. The Shared Facilities include:

(a) the Shared Facilities (with a description of each) in Schedule 1;

(b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of Veridian;

(c) any rooms or areas in which Shared Facilities are located;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:40 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(g) the inspection of Shared Facilities (if applicable) by an Authority; and

(h) the certification of Shared Facilities for the purposes of the Law.

21.2 Management of Shared Facilities

Subject to this Management Statement, the Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Management Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

21.3 Who may use Shared Facilities?

This Management Statement may specify which Members and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility. If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Member, Owner and Occupier according to this Management Statement.

21.4 Using approved contractors

Many of the Shared Facilities in Veridian are highly technical and affect other components in Veridian. As a result:

(a) the Shared Facilities, the Shared Facilities building works and Shared Facilities Services must be maintained to a high standard; and

(b) only contractors approved by the Management Committee may do structural building works and maintain or replace the Shared Facilities.

21.5 Contractors Used

The Management Committee must:

(a) appoint and make sure that contractors approved by it are always available to maintain the Shared Facilities and do structural building works; and

(b) give each Member a list of current approved contractors.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:41 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

21.6 Approving Contractors

The Management Committee may make a decision to approve a contractor in its absolute discretion. The Members, Owners and Occupiers must use approved contractors for all work described in this clause.

21.7 Damage to Shared Facilities

A Member, an Owner or an Occupier must:

(a) use Shared Facilities only for their intended purposes;

(b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility; and

(c) compensate the Management Committee for any damage to any Shared Facilities caused by them, their visitors or persons doing work in Veridian on their behalf.

21.8 Management Committee and Contractor Access

(a) In addition to any rights at Law, the Management Committee and its employees and contractors may access any part of a Lot or Common Property to operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities and otherwise to comply with this Management Statement.

(b) In exercising its rights referred to in clause 21.8(a) the Management Committee must:

(i) give reasonable prior notice to the relevant Lot Owner (excepting in an emergency situation if it is not practical to do so);

(ii) not unreasonably interfere with the quiet enjoyment of the Lot depending upon the circumstances; and

(iii) make good any damage to a Lot occasioned by this access.

22 Security

22.1 Security control at Veridian

Security of Veridian is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates access and security issues and the use of security equipment (e.g. the provision of security keys).

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:42 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

22.2 Restricting access to parts of Veridian

The Management Committee may:

(a) close off or restrict access to Members, Owners and Occupiers to parts of Veridian to which they do not require access to get to a Lot which they own or occupy; and

(b) subject to this Management Statement, restrict access to the Shared Facilities.

(c) secure doors or gates in Veridian between the hours it determines are appropriate to preserve the security of Veridian and to protect Owners and Occupiers and their property

(d) not restrict access to a Strata Scheme without the consent of the Owner's Corporation for that Strata Scheme.

23 Powers of the Management Committee to act on behalf of the Members

23.1 Powers

Each Member agrees that the Management Committee (or a person appointed by the Management Committee) may act as agent for all the Members and take legal proceedings about:

(a) the failure of a Member to pay Fund contributions; and/or

(b) the failure of an Member or Owner or Occupier to comply with their obligations under this Management Statement.

23.2 Attorney

Each Member appoints the Management Committee as its agent and attorney to enable the Management Committee or a person appointed by the Management Committee to take any action authorised by a Resolution made by the Management Committee according to this Management Statement.

23.3 Member

This clause does not prevent a Member from taking legal proceedings in its own name.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:43 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

24 Consents by the Management Committee

24.1 Consent

The Management Committee may give consents under this Management Statement at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Management Committee may give consents under this Management Statement by Resolution.

24.2 Conditions

The Management Committee may make conditions if it grants consent under this Management Statement.

24.3 Revoked Consent

The Management Committee may revoke its consent if the person who has been granted the consent does not comply with:

(a) conditions made by the Management Committee when it granted the consent; and

(b) the clause under which the Management Committee granted the consent.

25 Owners Corporations By Laws

25.1 Changing By Laws

An Owners Corporation may change, alter, cancel or amend the By-laws for its Strata Scheme, provided:

(a) the Owners Corporation must consult with the Management Committee prior to making the alteration, amendment, change or amendment to the by-law; and

(b) the alteration, amendment, change or amendment to the By-law must not conflict with this Management Statement.

26 Car Park

(a) Some areas of the Car Park and the car parking facilities in Veridian are a Shared Facility and are subject to Shared Costs which are apportioned and levied in accordance with Schedule 2.

(b) The Owner or Occupier of a Lot who is allocated a Car Space for that Lot must:

(i) park only in the Car Space allocated to the Lot;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:44 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(ii) only drive in the direction indicated by arrows in the Car Park;

(iii) when driving a motor vehicle in the Car Park not exceed the speed of 10 kph;

(iv) co-operate with other Lot Owners or Occupiers in the Car Park; and

(v) keep the Car Space clean and tidy.

(c) The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not;

(i) park vehicles greater than size of the Car Space;

(ii) use the Car Space of another Owner or Occupier of a Lot; or

(iii) create any noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or Occupier of another Lot or of any person lawfully using the Car Park;

(iv) assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee;

(v) assign, lease or licence the Car Space within the Car Park without the consent of the Management Committee, which may not be unreasonably withheld.

(d) The Management Committee must:

(i) maintain, clean and service the Shared Facility areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;

(ii) provide adequate security for the Car Park;

(iii) issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.

(e) The Management Committee may charge an Owner or an Occupier of a Lot a fee, charge or bond for the issue of access keys, security keys and necessary access devices for the Car Park under clause 26(c).

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:45 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(f) The Owners and Occupiers of a Lot must notify the Management Committee properly if an access key, security key or necessary access device is lost or misplaced by the relevant party.

(g) The Management Committee, Owners and Occupiers of a Lot acknowledge the rights of the Owners and Occupiers of each other Lot to use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the *Conveyancing Act 1919* (NSW).

27 Use of Veridian in relation to movement of stock, goods, furniture

(a) An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through Veridian or the Car Park, without sufficient notice to the Strata Manager or the Facilities Manager. The Strata Manager has the absolute discretion to limit such movement of furniture, large objects or deliveries to a specific time, so to limit the inconvenience to an Owner or Occupier of another Lot.

(b) An Owner or Occupier of a Lot transporting items as specified in subparagraph (a) must use the protective material required to be used by the Strata Manager or Management Committee, when transporting any item in or across or through Veridian.

(c) The Management Committee may resolve by Special Resolution that furniture, large objects or deliveries to and from the Lot are to be transported through or on Veridian (whether in the building or not) in a specified manner.

(d) If the Management Committee has specified, by Special Resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Veridian except in accordance with that Special Resolution.

28 Garbage disposal

(a) Subject to all the requirements of Council, each Owner or Occupier must ensure the removal of garbage from the Lot on a regular basis.

(b) Garbage may be stored or disposed of by each Owner or Occupier in the Garbage Disposal Area until collection.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:46 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(c) The Management Committee must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, must incorporate or address:

(i) permitted means, times and regularity of disposal;

(ii) disposal routes;

(iii) permitted pick-up areas (if any);

(iv) location of garbage removal;

(v) storage of garbage;

(vi) containment of garbage;

(vii) regularity of garbage removal;

(viii) washing of bins;

(ix) segregation of recycling from general garbage; and

(x) special garbage requirements generally.

(d) and may also incorporate or address other matter as determined by the Management Committee from time to time.

(e) The Management Committee must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Management Committee, to:

(i) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;

(ii) clean the Garbage Disposal Area on at least a weekly basis; and

(iii) conduct daily inspections of Common Property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until collection.

(f) An Owner or Occupier must:

(i) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

(ii) drain and securely wrap in an impermeable material all garbage and store garbage in the Garbage Disposal Area until collection;

(iii) not dispose of any liquid substances in the Garbage Disposal Area;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:47 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(iv) dispose of recyclable material in recycling bins in the Garbage Disposal Area;

(v) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots; and

(vi) comply with the garbage removal rules, including any garbage removal system put in place by the Management Committee.

(g) The Management Committee must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

(h) Each Owner must display in its lot at all times a copy of the current garbage removal rules of the Management Committee, including details of the garbage removal system.

(i) Each Owner acknowledges and agrees that this by- law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

29 Awning Signage

(a) An Owner or Occupier of a Lot in the Commercial Stratum may place a sign hanging down from the Awning, immediately adjacent to such Lot subject to first obtaining the consent of the Management Committee which consent must be provided where such signage:

(i) describes the business which is operating from the Lot;

(ii) the sign is made of new material;

(iii) has been consented to by all relevant Authorities.

(iv) the dimensions of the sign are no more than 1.5 metres at the top x 0.4 metres down from the top ;

(v) the top of the sign at no point is lower than 0.2 metres from the underside of the Awning: and

(vi) the sign must be illuminated.

(b) Prior to the Management Committee consenting to a sign referred to in subparagraph (a), the Management Committee may require the relevant Owner of the Lot to provide an indemnity to all other Owners in Veridian for any loss, damage, interest or cost that may be suffered by any other Owner as a consequence of such sign.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:48 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(c) Any sign consented to by the Management Committee pursuant to subparagraph (a) must be maintained and repaired at all times by the Owner of the Lot immediately adjacent to such sign, otherwise the sign must be immediately removed by that Owner at the direction of the Management Committee (or the Management Committee may procure its removal at the cost of that Owner).

30 Restricted Period

(a) During the Restricted Period and without the consent of the Management Committee, the Developer may (or may procure to):

(i) undertake any construction or demolition work on the Parcel;

(ii) install temporary services or disconnect services;

(iii) augment or change the location of Shared Services;

(iv) place temporary signs, structures, building material, fences, plant and equipment including cranes, hoardings and/or scaffolding;

(v) create construction noise and interference for the purposes referred to in clause 30(a); and

(vi) access any part of the Parcel for the purposes referred to in this clause 30(a).

(b) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the matters referred to in clause 30(a) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).

(c) In relation to the matters referred to in clauses 30(a)(ii), (iii) and (vi), the Developer must provide the Management Committee with reasonable notice (except in an emergency when no notice is required) of its requirement to avail itself of these clauses and the detail of what the Developer intends to do.

(d) During the Restricted Period the Developer may (or may procure to) carry out Selling Activities anywhere within Veridian without the consent of the Management Committee.

(e) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the Selling Activities referred to in subparagraph (d) and in applying for such consents the Management

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:49 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Committee, if required, must promptly evidence its consent to such application(s).

31 Strata Subdivisions

31.1 Strata Plan

Where an Owner (**Former Lot Owner**) registers a Strata Plan in respect of its Lot (**Former Lot**):

(a) the Former Lot Owner's Representative on the Management Committee immediately vacates its appointment;

(b) the Owners Corporation of the Strata Scheme of the Former Lot will be entitled to appoint a Representative to take the place of the Former Lot Owner's Representative on the Management Committee and vote in accordance with this Management Statement;

(c) the Owners Corporation of the Strata Scheme of the Former Lot will be liable for all of the Former Lot Owner's contributions and the payment of all monies previously required by the Former Lot Owner under this Management Statement;

(d) except as set out in clause 31.1(b) and 31.1(c) all references to the Former Lot will be deemed to be a reference to all land comprising in the Strata Scheme for the Former Lot; and

(e) all Owners with an interest in the Lot in the Strata Scheme of the Former Lot will otherwise be bound by this Management Statement.

32 Subdivision

32.1 Volumetric Subdivisions

If the Owner or the Owners Corporation of a Lot proposes at any time to subdivide its lot (or part of it Lot) to create two or more lots other than by way of strata subdivision or leasehold subdivision (**Subdivision**), each Owner must:

(a) give its consent to the proposed Subdivision;

(b) obtain consent from any party connected to the Owner or the Owner's Lot which is required for the Subdivision (such as a mortgagee and/or tenant); and

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:50 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(c) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the plan and ancillary instruments giving effect to the Subdivision.

32.2 Variation of Management Statement

(a) Consent to the Subdivision may, at the discretion of the Management Committee, be subject to a Shared Facilities Review in accordance with clause 7.

(b) In the event that a Shared Facilities Review is required for the Subdivision, the Management Committee will procure this Management Statement is amended and/or replaced (if so required) so that:

(i) the details of the additional lot or lots created pursuant to the Subdivision of the Former Lot (each a **New Lot**) are included in this Management Statement in the same manner as the existing Lots subject to any appropriate changes;

(ii) for completeness, references to the Former Lot are removed from this Management Statement; and

(iii) the liabilities of the Owner of the Former Lot under this Management Statement are apportioned in accordance with the Review Expert's determination under the Shared Facilities Review.

32.3 Voting

For clarity, each Owner of a New Lot will upon virtue of the Subdivision become:

(a) a member of the Management Committee, and

(b) an Owner,

for the purposes of voting and otherwise for the purposes of this Management Statement and each Owner of a New Lot shall be entitled to one vote.

33 Building A Rooftop Services and Access

33.1 Building A Rooftop Use

(a) The common property rooftop space of Building A (**Rooftop Area**) shall form part of the shared facility under this Management Statement subject to the terms of this by-law.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:51 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

(b) The Rooftop Area shall be used by the RSL Lot and the Residential Lot for the purposes of installation, service and maintenance of certain facilities that solely service particular lots. As a result, the entire Rooftop Area must be accessible by the RSL Lot and Residential Lot.

(c) As the Rooftop Area comprises part of the Residential Lot, the Parties acknowledge that the RSL Lot may access the Rooftop Area either:

(i) through the fire stairwells available; or

(ii) by use of the lift from ground level to level 11 of Building A and then the use of the fire stairwell.

(d) The Residential Lot may put in place reasonable rules in relation to notice and use requirements for the RSL Lot utilising the lift provided that such rules do not impinge upon any rights of the RSL Lot under this Management Statement.

(e) If, during the accessing of the Rooftop Area any damages is caused then the party accessing (or the Owner upon who's authority the party is accessing the Rooftop Area) must promptly make good at its own cost any such damage and where such damage is not made good within a reasonable period of time then the Management Committee may undertake the necessary make good and recovery the costs of doing so from the Lot Owner as part of the levies otherwise recoverable under this Management Statement or as a liquidated debt in its discretion.

33.2 RSL Lot - Exclusive Use to parts of the Rooftop Area

(a) The RSL Lot shall have the benefit of the exclusive use of that part of the Rooftop Area marked "A" in the plan attached at Schedule 5 for the purposes of installation, maintenance and repair and replacement as necessary of a solar electricity bank of solar panels and related cables, conduits, pipes and other materials.

(b) The RSL Lot shall have the benefit of the exclusive use of that part of the Rooftop Area marked "B" in the plan attached at Schedule 5 for the purposes of installation, maintenance and repair and replacement as necessary of a air-condition condenser systems and related cables, conduits, pipes and other materials.

(c) The parties acknowledge and agree that all equipment will at all times be and remain the property of the RSL Lot alone and all costs, claims and expenses will at all times remain the sole responsibility of the RSL Lot and the RSL Lot indemnifies the Residential Lot in relation to all

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:52 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

costs, claims and expenses suffered by the Residential Lot, other than as set out in this Management Statement or otherwise to the extent it is caused or contributed to by the negligent or wilful act or omission of the Residential Lot.

33.3 Service Shafts

The parties acknowledge that the service shafts servicing the Rooftop Area shall be a shared facility under this Management Statement for the benefit of the RSL Lot and Residential Lot and in particular to allow the RSL Lot to connect services located upon the exclusive use areas on the Rooftop Area benefiting it to other localised services through cables, conduits, pipes and other materials.

PART 4 The provisions of this Strata Management Statement incorporate and are subject to the provisions imposed by clause 5 Schedule 4 Strata Schemes Development Act 2015 except to the extent this Strata Management Statement provides otherwise.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:53 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

ePlan

Approved Form 9	Strata Management Statement	Sheet 53 of 110 sheets
Registered: 15.5.2019	Office use only	Office use only SP97728

Execution

Registered Proprietor

Executed by Kogarah RSL Club Limited)
ACN 001 032 365 in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth) by:)
)

Signature of Director

Signature of ~~Director~~/Secretary

Brian Brown

Print name of Director

5/4/19

Grant Amer

Print name of ~~Director~~/Secretary

5/4/19

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:54 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Office use only	Office use only
Registered: 15.5.2019	SP97728

Mortgagee

Executed by Bluestone Capital Ventures (Kogarah) Pty Limited ACN 169 822 477 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Sole Director and Sole Secretary

Stephen Grant

Print name of Sole Director and Sole Secretary

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:55 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

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Registered: 15.5.2019	SP97728

Mortgagee

Signed, sealed and delivered for and on behalf of **Australia and New Zealand Banking Group Limited** ACN 005 357 522 by its attorney under a Power of Attorney and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:

Power of Attorney
Dated: 18 / 11 / 2002
Book: 4276
No.: 410

Signature of Witness

Signature of Attorney

ASHOK KRISHNAN

Print name of Witness

ANDREW LYALL

Print name of Attorney

242, PITT STREET, SYDNEY

Address of Witness NSW, 2000

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:56 of 110
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Schedule 1 List of Shared Facilities

SF	Shared Facility	Description
1.	**Gas Meter Room**	The gas meter room is marked on the Shared Facilities Plan. This includes: • the master data logging system for the gas supply to all components of Veridian; • main gas regulator; • gas pipes, wires, cables and ducts exclusively servicing Shared Facilities; • ventilation; • lighting and electricity consumption for this room; • gas pipes, wires, cables and ducts that service more than one component of Veridian; and • cleaning. This Shared Facility excludes: • costs for gas consumption; • gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier; and • gas meters located inside apartments, suites or a stratum lot.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:57 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Office use only	Office use only
Registered: 15.5.2019	SP97728

SF	Shared Facility	Description
2.	**Main Switch Room**	This room is marked on the Shared Facilities Plan. This includes: • electrical wires, cables and ducts exclusively servicing Shared Facilities; • switchboard; • ventilation system; • lighting and electricity consumption for this room; • electrical wires, cables and ducts that service more than one component of Veridian; and • cleaning. This excludes: • costs for electrical consumption other than electricity consumed in the main switch room, and • electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier.
3.	**Substation**	The substation is marked on the Shared Facilities Plan. The electrical substation includes, without limitation, the building structure and fabric comprising the substation. This excludes: • the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia; • lighting; and • cleaning costs.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:58 of 110
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Office use only	Office use only
Registered: 15.5.2019	SP97728

SF	Shared Facility	Description
4.	Insurance	Costs for insurance include, without limitation: • building insurance premiums; and • public liability insurance; and • premiums under other policies effected by the Management Committee according to the management statement; and • excess on insurance policies effected by the Management Committee; and • valuations of the building for insurance purposes; and • insurance broker fees; and • office bearers premium for members of the Management Committee as well as members of any owners corporation forming part of Veridian. other costs incurred by the Management Committee to effect an insurance policy or under an existing insurance policy.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:59 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Office use only	Office use only
Registered 15.5.2019	SP97728

SF	Shared Facility	Description
5.	**Garbage Holding and Compaction Area and Paper Bale Store and Removal Service**	The Garbage Holding and Compaction Area is marked on the Shared Facilities Plan. This includes: • electricity (see note below); • electric hot water heaters; • hose taps and connected hoses; • the cost of garbage compaction and removal; • any compaction plant and equipment including its repair and maintenance. • any paper baling equipment including its repair and maintenance; • ventilation system for the area; • garbage bins and receptacles located in the area. • water costs; • maintenance and repair of roller shutters and motors if applicable; and • cleaning costs. This excludes costs incurred to transport garbage and recyclable materials to the garbage holding and compaction area by the Members, Owners or Occupiers.
6.	**Loading Dock Area**	The loading dock area is marked on the Shared Facilities Plan. This includes: • lighting costs and electricity; • hose taps and connected hoses; • ventilation system for the area; • cleaning costs; and • line markings and signage.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:60 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Office use only	Office use only
Registered: 15.5.2019	SP97728

SF	Shared Facility	Description
7.	**Roller Shutters and Security Gates (Loading Dock)**	The Roller Shutters and Security Gates (including any associated motors) marked on the Shared Facilities Plan. This includes: • repair and maintenance of the roller shutters and security gates (including their motors); and • electricity. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
8.	**Roller Shutters and Security Gates (Basement)**	The Roller Shutters and Security Gates (including any associated motors) marked on the Shared Facilities Plan. This includes: • repair and maintenance of the roller shutters and security gates (including their motors); and • electricity. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
9.	**Fire Stairs and Fire Corridors**	The Fire Stairs and Fire Corridors located throughout all buildings in Veridian (regardless of whether they are marked on the Shared Facilities Plan. The Fire Stairs and Fire Corridors may only be used for fire evacuation or testing purposes. This includes: • cleaning; and • lighting. This also includes access to and from the fire stairs. The electricity to the Fire Stairs and Fire Corridors are serviced from the Strata Plan to which they are connected and the relevant Strata Plan will be responsible for the electricity costs.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:61 of 110
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Office use only	Office use only
Registered. 15.5.2019	SP97728

SF	Shared Facility	Description
10.	**Mail boxes**	The Mailboxes are marked SF10 on the Shared Facilities Plan. This includes: • maintenance and repairs; • lighting, and • cleaning This also includes access to and from the mailboxes using the most direct route or a route nominated by the Management Committee, from, time to time.
11.	**Open Space Areas**	The open space areas are marked SF11 on the Shared Facilities Plan. This includes: • signage; • cleaning; • lighting, electrical power; and • general repair and maintenance.
12.	**Facility Manager's Office and Store Room**	The Facility Manager's Office and Store Room are marked SF12 on the Shared Facilities Plan. This includes: • repairs and maintenance; • consumables; • furniture and FF&E, computers including replacement; • cleaning; and • electricity costs.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:62 of 110
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Office use only	Office use only
Registered: 15.5.2019	SP97728

SF	Shared Facility	Description
13.	**Bike Racks**	The bike racks are marked SF13 on the Shared Facilities Plan. This includes: • Repairs and maintenance; and • Lighting and electricity This includes access to and from the bike racks using the most direct route or the route nominated by the Management Committee from time to time.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:63 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Office use only	Office use only
Registered. 15.5.2019	SP97728

SF	Shared Facility	Description
14.	**Fire Control Systems etc**	The fire system is an integrated system located throughout Veridian generally regardless of whether or not they are marked SF14 on the Shared Facilities Plan. It includes without limitation, each of the following items, whether or not marked on the Shared Facilities Plan: • fire hydrant system, which includes all booster pumps, valves, pipe work and tanks associated with the fire hydrant system; • the sprinkler system including all booster pumps, valves, tanks, pipe work and electrical components that form part of the fire sprinkler system; • emergency warning intercommunication system (**EWIS**) and fire alarm systems including speakers, alarms and associated electrical components; • the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; • emergency and exit lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; • fire indicator panel and mimic panel together with their associated electrical components (including fans and ducting work); • ventilation system to fire control plant area; • stair pressurisation systems; • Separate smoke control; • fire control equipment, and • the fire stairs providing access to open space. The fire system also includes the cost to comply with any obligations of the Management Committee regarding fire certification and safety. The fire system does not include additional fire safety equipment or services installed in Veridian by a Member, Owner or Occupier.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:64 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

SF	Shared Facility	Description
15.	**Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts**	The Fan Rooms for Car Park Exhaust and Supply Systems and Ducts whether or not marked SF15 on the Shared Facilities Plan. This includes: • electrical wires, cables and ducts; • fans; • motors; • the garage exhaust system to the point of discharge and air supply systems; • cleaning; and • electricity and lighting costs.
16.	**Strata Management Services**	Strata management services include the services provided by the Strata Manager appointed by the Management Committee. Costs for strata management services include, without limitation: • management fees and other fees that the Management Committee must pay the Strata Manager according to their agreement; • other costs incurred by the Management Committee according to its agreement with the Strata Manager; • audit fees incurred by the Management Committee; and • costs incurred by the Management Committee to maintain its records (including its financial records) according to this management statement.
17.	**Domestic Cold Water Mains and Sewer Mains**	The Domestic Cold Water Mains and Sewer Mains. Hydraulic infrastructure excludes: • costs for water consumption; and • water and sewer pipes that are for the exclusive use of a Member, an Owner or an Occupier.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:65 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Office use only	Office use only
Registered. 15.5.2019	SP97728

SF	Shared Facility	Description
18.	**Security Systems**	Security systems generally include all security items giving access to Shared Facilities and vehicular access into the Common Property at ground level and the basement levels of Veridian. In particular, security systems include: • security keys (and equipment for encoding security keys); • security cameras in Common Property at ground level and basement levels and Shared Facilities; • security equipment (for example, computers, monitors) monitoring security cameras in Common Property at ground level and basement levels or Shared Facilities; and • the security access card reader located at the entrance to Veridian, the residential lobbies and the car park.
19.	**Facilities Management Services**	Facilities Management Services include the services provided by the Facilities Manager appointed by the Management Committee. Costs for facilities management services include, without limitation: • management fees and other fees that the Management Committee must pay the Facilities Manager according to their agreement: and • other costs incurred by the Management Committee according to its agreement with the Facilities Manager.
20.	**MDF Room**	The MDF (main distribution frame for telecommunications) is marked on the Shared Facilities Plan. It is located on the ground level This includes: • all telephone equipment other than the property of the service; • all wiring; • all lighting and electricity consumption for the room; and • ventilation.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:66 of 110
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SF	Shared Facility	Description
21.	**Subsurface Drainage System**	The Subsurface Drainage System is marked on the Shared Facilities Plan. This includes pump out chambers, pumps, cabling, rising mains, electricity, maintenance and repairs.
22.	**Hydraulic Plant Room**	The Hydraulic Plant Room is marked on the Shared Facilities Plan. This includes: • pump assemblies, • valves and piping; and • lighting and electricity costs. This excludes: • costs for water consumption; and • water pipes that are for the exclusive use of a Member an Owner or an Occupier.
23.	**Surface Water Drains**	Surface Water Drains. This includes: • regular cleaning; • unblocking; and • repair and maintenance of grates.
24.	**Building Structure, Perimeter and Retaining Walls**	This includes all footings, columns, beams, slabs, perimeter walls and retaining walls and other structural elements located on basement levels and open areas at ground level which support the buildings that comprise Veridian. This includes structural repairs and structural maintenance (but not ordinary maintenance and repairs such as painting and cleaning), waterproofing and replacement where necessary.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:67 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Office use only	Office use only
Registered. 15.5.2019	SP97728

SF	Shared Facility	Description
25.	**Ramps and Basement Circulation Areas**	The Ramps and Basement Circulation Areas including all ramps, aisles, driveways and other open circulation areas. This includes: • line marking on the ramps and circulation areas (excluding individual car spaces); • cleaning; • repair and maintenance excluding structural repairs and maintenance; • lighting; • signage in the driveways and ramps; and • electricity. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
26.	**Lighting in Open Areas of the Basement Levels including Ramps**	Lighting in Open Areas of the Basement including Ramps is located throughout all open areas of the basement levels including above car parking spaces but excluding where it is located in closed rooms and lift lobbies in the basement levels. This includes: • Lighting fittings (repairs, maintenance and replacement; • Electrical wires to the light fittings; • Electricity consumption of the lights; and • Replacement of light tubes, globes and starters
27.	**Building (A) Roof**	Roof space including all maintenance and repair.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:68 of 110
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Office use only	Office use only
Registered. 15.5.2019	SP97728

SF	Shared Facility	Description
28.	**Cleaning**	Cleaning of shared areas This includes : • Lighting fittings • Awnings • Pathways • Common areas that are shared • Carpark and basement areas including loading dock • Signage
29.	**OSD**	On-Site Detention Tanks for the retention of stormwater and water for fire fighting purposes.
30.	**Awnings**	Awnings that cover the area on Railway Parade and Blake Street.
31.	**Electricity**	Consumption of electricity for shared areas as noted above.
32.	**Evacuation & Emergency Plan**	Preparation , review and maintenance of Emergency Evaluation Plan for the site.
33.	**Fall Arrest & Anchor Points**	Maintenance of anchor points on roof of Building A and B and where exist on podium for the safe access of maintenance personnel
34.	**Pest Control**	Vermin and Pest control over shared areas.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:69 of 110
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Schedule 2 Shared Costs

SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
1	Gas Meter Room	0%	50%	50%	Members Proportion as a percentage of usage
2	Main Switch Room	5%	50%	45%	Members Proportion as a percentage of usage
3.	Substation	5%	50%	45%	Members Proportion as a percentage of usage
4.	Insurance	3%	88%	9%	Distribution based on the relative proportion of the replacement cost of each Members Lot
5	Garbage Holding and Compaction Area and Paper Bale Store and Removal Service	5%	95%	0%	Members Proportion as a percentage of occupancy
6.	Loading Dock Area	5%	50%	45%	Members Proportion as a percentage of usage
7.	Roller Shutters and Security Gates (Loading Dock)	5%	50%	45%	Members Proportion as a percentage of usage
8.	Roller Shutters and Security Gates (Basement)	0%	60%	40%	Members Proportion as a percentage of usage
9.	Fire Stairs and Fire Corridors	8%	75%	17%	Members Proportion as a percentage of floor area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
10.	Mail boxes	5%	90%	5%	Members Proportion as a percentage of area and use

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:70 of 110
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SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
11.	**Open Space Areas**	0%	90%	10%	Members Proportion as a percentage of floor area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
12.	**Facility Manager's Office and Store Room**	8%	75%	17%	Members Proportion as a percentage of area and use (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
13.	**Bike Racks**	10%	90%	0%	Members Proportion as a percentage of area and use (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
14.	**Fire Control Systems etc**	8%	75%	17%	Members Proportion as a percentage of area
15.	**Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts**	0%	80%	20%	The relative proportion that the number of car spaces of each Member bears to the total number of car spaces in the basement levels of Veridian
16.	**Strata Management Services**	8%	75%	17%	Members Proportion as a percentage of outgoings (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
17.	**Domestic Cold Water Mains and Sewer Mains**	5%	85%	10%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:71 of 110
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SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
18.	**Security Systems**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
19.	**Facilities Management Services**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
20.	**MDF Room**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
21.	**Subsurface Drainage System**	0%	84%	16%	Members Proportion as a percentage of car park area
22.	**Hydraulic Plant Room**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
23.	**Surface Water Drains**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
24.	**Building Structure, Perimeter and Retaining walls**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:72 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
25.	Ramps and Basement Circulation Areas	0%	85%	15%	The relative proportion that the number of car spaces of each Member bears to the total number of car spaces in the basement levels of Veridian
26.	Lighting in Open Areas of the Basement Levels including Ramps	4%	82%	14%	The relative proportion that the number of car spaces of each Member bears to the total number of car spaces in the basement levels of Veridian
27.	Building (A) Roof	0%	90%	10%	Members Proportion as percentage of usage
28.	Cleaning	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
29.	OSD	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
30.	Awnings	10%	20%	70%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
31.	Electricity	5%	60%	35%	Members Proportion as percentage of usage

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:73 of 110
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SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
32.	Evacuation & Emergency Plan	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
33.	Fall Arrest & Anchor Points	5%	90%	5%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
34.	Pest Control	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:74 of 110
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Approved Form 9	Strata Management Statement	Sheet 74 of 110 sheets
Registered 15.5.2019	Office use only	Office use only SP97728

Schedule 3 Architectural Code

Veridian

MANAGEMENT STATEMENT

Schedule C - Architectural Code

Part 1

Introduction

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling Building Works and the External Appearance of Veridian are:

(a) to preserve the design integrity and architectural quality of Veridian;

(b) to recognise the different requirements of the main and separate components of Veridian, while having proper regard to the common interest of all Members, Owners and Occupiers;

(c) to maintain the high aesthetic standards that make Veridian such an attractive and desirable place in which to live or operate a business; and

(d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

(a) the External Appearance of Veridian;

(b) works which you may carry out without consent from the Committee or your Owners Corporation;

(c) works which you may not carry out without consent from the Committee or your Owners Corporation;

(d) acoustic requirements and noise control; and

(e) works which you cannot carry out.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:75 of 110
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1.3 Disputes

The dispute resolution provisions in the Management Statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Easements

Despite anything to the contrary in this management statement the Management Statement or the Architectural Code, you do not need to obtain approval from the Committee to carry out works Building Works or other works or do anything which you are entitled to do under the Easements.

2 Who must comply with the Architectural Code?

2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those who are exempt under clause 15 ("Architectural Compliance") of the Management Statement this management statement).

2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under the Management Statement (unless the contrary intention is expressed).

2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Management Statement exempts the Developer from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

3 Management Statement and By-Laws

3.1 Inconsistencies with this the Management Statement

If there is an inconsistency between a clause in this the Management Statement and the Architectural Code, the clause in the Management Statement prevails.

3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:76 of 110
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4 Where to get more information

Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:77 of 110
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Approved Form 9	Strata Management Statement	Sheet 77 of 110 sheets
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Veridian
MANAGEMENT STATEMENT

Part 2

Architectural Standards and Architectural Works

5 Objectives

5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in Veridian:

(a) which is not in conformity with the appearance of Veridian; or

(b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of Veridian.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in Veridian.

5.2 Architectural Works

You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

(a) for which the Architectural Standards in this Part 2 require you to obtain consent;

(b) which affect the architectural integrity of Veridian and are not approved under the Architectural Standards;

(c) which otherwise changes the External Appearance of Veridian; or

(d) which are not Building Works; or

(e) referred to in clauses 6 to 13 below.

5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Veridian and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:78 of 110
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a Lot. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

6 General requirements

6.1 Owners Corporations

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property:

(a) that is not in conformity with the External Appearance of Veridian; or

(b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Veridian.

6.2 Retail, Commercial and RSL Lots

The Owner or Occupier of a Lot, must not place, install or retain anything on its Balcony or in a part of its Lot visible from the outside:

(a) that is not in conformity with the Architectural Code; or

(b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Veridian.

6.3 Powers of the Committee

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of Veridian if, in the opinion of the Committee acting reasonably, the item:

(a) is not in conformity with the Architectural Code; or

(b) is not in conformity with the External Appearance of Veridian; or

(c) affects the External Appearance of Veridian.

7 Window coverings and blinds

7.1 The need for a co-ordinated approach

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors for Lots.

7.2 Curtains, blinds and other window coverings in the Lots

If you are the Owner or Occupier of a Commercial Lot, you may install curtains, blinds, louvres, shutters and other window coverings in your Lot provided that they are:

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:79 of 110
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(a) in conformity with the appearance of Veridian and have an appearance from outside the Lot that is warm white; and

(b) of a quality commensurate to the quality of Veridian.

7.3 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

(a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is warm white; and

(b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.3(a).

7.4 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

(a) in your Lot; or

(b) if you are an Owners Corporation, in your Strata Scheme.

7.5 Window treatments

Subject to clause 7.6, you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

(a) in your Lot; or

(b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

7.6 Window treatments for Commercial Lots and RSL Lots

(a) Window treatments for Commercial Lots and RSL Lots must:

(i) be of high quality materials; and

(ii) incorporate a form of display into the shopfront (where possible).

(b) The window treatments for Commercial Lots and RSL Lots do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Lot or

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:80 of 110
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RSL Lot. Any proposal for a Commercial Lot or RSL Lot shop front treatment or display must be consented to by the Committee generally.

8 Colour schemes and paint work

8.1 Your obligations

(a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Lot or Common Property if the proposed colour or surface changes or is not in keeping with the External Appearance of Veridian. This clause does not apply to the Commercial Lot or RSL Lot.

(b) If you are the Owner or Occupier of a Commercial Lot or RSL Lot, you must have consent from the Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or Veridian. The Committee will generally consent to a change if it is in keeping with the design and colour scheme of with the ground floor external areas of Veridian.

9 External lighting

9.1 Your obligations

You must have consent from the Committee to change the existing exterior lighting in your RSL Lot, Commercial Lot or Common Property.

10 External finishes

10.1 Your obligations

Subject to clause 11 ("Commercial Shared Facilities"), you must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your RSL Lot, Commercial Lot or Common Property.

11 Signage

11.1 Signs on Common Property

An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act)

11.2 Signs in Commercial Lots

(a) The Owner or Occupier of a Commercial Lot may erect a sign or shopfront display in your Commercial Lot provided that it complies with the following guidelines:

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:81 of 110
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(i) signage and display to be designed by a professional signage consultant with appropriate Separate experience;

(ii) signage above the frontage entry doors may occupy up to 25% of the area around the entrance;

(iii) total area of signage and shopfront displays not to exceed 10% of the total glazed frontage to the Commercial Lot (being frontage to the Open Space Areas or).

(iv) all 3-dimensional signs must be placed inside glazed frontage;

(v) no signs or displays are permitted on the external surface of the glazed frontage;

(vi) lettering or symbols incorporated in illuminated signage must be 3-dimensional;

(vii) no signs are permitted to the internal or external surface of glazing that faces onto the External Courtyard Space (being Shared Facility SF17);

(viii) no flat box signs are permitted.

(b) Illuminated signs must be switched off during hours determined by the Committee (acting reasonably).

(c) The Owner or Occupier of a Commercial Lot must have consent from the Committee generally to erect a sign or shopfront display in your Commercial Lot which does not comply with the guidelines set out in clause 11.2(a) above.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:82 of 110
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Veridian

MANAGEMENT STATEMENT

Part 3

Building Standards and Building Works

12 Objectives

12.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of Veridian. The purposes of the Building Standards are:

(a) to maintain the External Appearance of Veridian;

(b) to ensure that Building Works are co-ordinated and consistent throughout Veridian; and

(c) to prevent damage to structures and services in Veridian.

12.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, a Residential Lot or Commercial Lot:

(a) that are not approved under the Building Standards in this Part 3;

(b) that affect the External Appearance of Veridian;

(c) that the Building Standards in this Part 3 require you to obtain consent; or

(d) that are not Architectural Works.

12.3 Types of Building Works

There are 3 types of Building Works that regulate works may be carried out in Veridian. They are:

(a) Common Property Building Works. See clause 13 ("Common Property Building Works");

(b) External Appearance Building Works. See clause 14 ("External Appearance Building Works"); and

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:83 of 110
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(c) Shared Facility Building Works. See clause 15 ("Shared Facilities Building Works").

12.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

(a) your Owners Corporation (if applicable) to carry out Common Property Building Works,

(b) the Committee to carry out External Appearance Building Works; and

(c) the Committee to carry out Shared Facility Building Works.

13 Common Property Building Works

13.1 Definition

Subject to this clause 13, Common Property Building Works are all works in a Residential Lot, Commercial Lot or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

13.2 What is Common Property?

Common Property in a Strata Scheme includes:

(a) the boundaries of an Residential Lot or Commercial Lot or RSL Lot;

(b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of Veridian. As these items affect all of Veridian, the Committee will control alterations to them under this part of the Architectural Code.

13.3 Common Property in a Commercial Lot

The Common Property boundaries of a RSL Lot, Residential Lot or Commercial Lot are usually the boundary walls (e.g. a wall between 2 Residential Lots), the floor and the ceiling of the RSL Lot, Residential Lot or Commercial Lot. Important points to note in this regard are:

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:84 of 110
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(a) the door onto the Balcony of an RSL Lot, Residential Lot or Commercial Lot will generally be Common Property; and

(b) a "wall" includes a window or door in the wall.

13.4 When is consent necessary?

Subject to clause 13.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

(a) alter the existing materials in the floor of your Lot;

(b) install a security system in your Lot if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Lot); and

(c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Lot

13.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Committee to carry out Common Property Building Works if the proposed works are:

(a) minor fit out works inside your Lot;

(b) works or alterations to the interior of Common Property walls enclosing your Lot (e.g. hanging pictures or attaching items to a Common Property wall).

14 External Appearance Building Works

14.1 Your obligations

You must obtain consent from the Committee before you carry out External Appearance Building Works.

14.2 Definition

Subject to this clause 14.2, External Appearance Building Works are all works in Common Property, Shared Facilities, a Lot that affect (or will affect) the External Appearance of Veridian. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:85 of 110
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14.3 What is the External Appearance?

The External Appearance of Veridian is the appearance of any external surface of a Strata Scheme, a Residential Lot, Commercial Lot, RSL Lot, the Separate Area that is visible from outside the Strata Scheme. Residential Lot, Commercial Lot, RSL Lot or Separate Area.

15 Shared Facilities Building Works

15.1 Your obligations

You must obtain consent from the Committee before you carry out Shared Facilities Building Works.

15.2 Definition

Subject to this clause 15.2, Shared Facilities Building Works are:

(a) all works that affect Shared Facilities;

(b) works in a Lot that affect another component of Veridian; and

(c) works in Common Property that affect another component in Veridian.

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

16 Installing security devices

16.1 When is consent necessary?

Subject to this clause 16.1, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

16.2 Security doors and windows

Subject to this clause 16.2, the Committee will generally consent to an application to install a security door or window in a Lot or Common Property if:

(a) the door or window is finished in:

  (i) a colour that matches the existing door or window frame; or

  (ii) a warm white colour for an Residential Lot; and

(b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail. The Committee will generally not consent to the installation of a security door to the entry door to a Lot.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:86 of 110
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16.3 Alarms

You may install a security alarm in your Lot or Common Property without consent from the Committee or your Owners Corporation if:

(a) the alarm is a "back to base" facility;

(b) the alarm is silent;

(c) the alarm does not have flashing lights;

(d) the installation is not attached to or does not interferes with Common Property (e.g. is not attached to the ceiling of the Balcony of your Lot); and

(e) the installation is not attached to or does not interferes with a Shared Facility.

16.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

(a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or

(b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

16.5 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 16.5. The Committee will generally consent to the installation of other security devices if:

(a) the device is in keeping with the appearance of Veridian; and

(b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

17 Procedures to enclose a Carspace

17.1 What are the procedures?

You must have consent from Council and the Committee to enclose a Carspace. The Committee will not consent to the enclosure of a Carspace unless:

(a) the enclosure takes place wholly within the Carspace;

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:87 of 110
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(b) the enclosure complies with the current car parking requirements of Council;

(c) you have consent of the adjoining Carspace owner;

(d) the enclosure is on the centre line between the Carspace and an adjoining Carspace;

(e) all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Committee;

(f) you obtain consent from your Owners Corporation; and

(g) if you are an Occupier, you obtain consent from the Owner of your Lot.

18 Some prohibitions

You must not:

(a) install a solid fuel burning appliance in Veridian;

(b) install a mounted air conditioning unit on the Balcony of a Lot or on Common Property;

(c) enclose the Balcony of a Lot;

(d) hang clothes, laundry, bedding or similar items on your Balcony or in any area that is visible from street level and outside a component in Veridian; or

(e) attach or hang an aerial, security device or wires outside a component in Veridian.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:88 of 110
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Approved Form 9	Strata Management Statement	Sheet 88 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

Veridian

MANAGEMENT STATEMENT

Part 4

Acoustic Standards

19 Objectives

19.1 Acoustic Standards

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of Veridian.

19.2 Your obligations

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

19.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 20.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

20 General requirements

20.1 Noise which affects your neighbours

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Lot or Common Property.

20.2 Equipment and machinery

You must ensure that equipment and machinery in your Lot, Common Property does not cause vibrations or noise in another part of Veridian (e.g. tread mills, weight machines or washing machines).

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:89 of 110
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20.3 Using power tools

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

20.4 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

20.5 Playing music

Subject to the Architectural Standards and, in particular, clause 5 ("Objectives") and this clause 20.5, you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00pm (or another hour reasonably determined by the Committee).

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:90 of 110
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Approved Form 9	Strata Management Statement	Sheet 90 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

Veridian
MANAGEMENT STATEMENT

Part 5

The approval process and carrying out work

21 Application process

21.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with your application under the Architectural Code.

21.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

(a) be in writing;

(b) include the plans, drawings and other documents specified by the Committee according to this clause 21.2 for the type of works for which you are seeking approval; and

(c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application. However, the Committee or an Owners Corporation may:

(d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 21.2 to assist in the decision making process; and

(e) waive the requirements it makes under clause 21.2 about the plans, diagrams and other information which you must submit with your application.

21.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who must give consent to the application).

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:91 of 110
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21.4 Discretion

Subject to any Standing Approvals, the Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

21.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg an architect or engineer for applications affecting the External Appearance of Veridian).

21.6 Appointing an expert

(a) If an application to carry out Architectural Works is made under any clause of this Architectural Code, and will (or is likely to):

(i) impact on the appearance of areas used by visitors and Commercial Lots; or

(ii) impact on the External Appearance of Veridian as viewed by visitors and residents entering and exiting the Residential Lots, Commercial Lots or RSL Lots,

and the Commercial Lot or Residential Lot or RSL Lot either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee may refer the application for expert determination.

(b) Any expert determination under this clause will proceed in accordance with clauses 5.5 ("Expert Decision") to 5.9 ("Pre-Condition") of the Management Statement except that:

(i) the expert must have requisite expertise in design or architecture to act as an expert and review and make a determination about the application;

(ii) the expert to be appointed must be approved by the Committee.

21.7 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 21.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:92 of 110
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21.8 Time frame for making a decision

Subject to this clause 21, the Committee or an Owners Corporation must review and make a decision about an application within 1 month after receiving the application (or another period agreed between the parties).

21.9 Time frame for making a decision where a consultant has been appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within one month after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

21.10 Notifying the applicant of a decision

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

(a) clearly describe any conditions which attach to the approval; and

(b) if the application is not approved, explain in detail the reasons for the decision.

22 Approval process

22.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

22.2 Standing approvals by an Owners Corporation

An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property building Works.

22.3 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:

(a) a reasonable time frame in which the works must be completed;

(b) the hours and days during which the works must be carried out, and

(c) methods of accessing Veridian to carry out the works.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:93 of 110
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22.4 Revoking approval

The Committee and an Owners Corporation may revoke their approval if an applicant you does not comply with the conditions for the approval.

22.5 Approvals from Council and Government Agencies

You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee or an Owners Corporation has created a Standing Approval.

22.6 When can you apply for consent from Council?

Subject to this clause 22, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

22.7 Approving applications to Council and Government Agencies

You must not unreasonably refuse to approve or sign an application to Council or a Government Agency if the works contemplated in the application have been approved by the Committee.

23 Additional obligations for Owners Corporation

23.1 Notice of approvals

An Owners Corporation must promptly:

(a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and

(b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

23.2 Notice of works on Common Property

An Owners Corporation must promptly:

(a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and

(b) provide the Committee with details of the works carried out.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:94 of 110
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24 Procedures for carrying out work

24.1 Procedures before you carry out work

Before you carry out works under the Architectural Code, you must:

(a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;

(b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Veridian to carry out the work; and

(c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Veridian to carry out the work.

24.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;

(b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation;

(c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work;

(d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:95 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Approved Form 9	Strata Management Statement	Sheet 95 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

Veridian
MANAGEMENT STATEMENT

Part 6

Fit Out Guide

25 Alterations & Fit-Outs

25.1 What Must Be Submitted?

Plans for ***any*** alterations, additions and/or fit-outs to be carried out within a Commercial Lot must be submitted to the Owners Corporation via the Building Manager for approval ***prior*** to the commencement of ***any*** works. Fit-Outs and Renovations Form (Application 1) is to be completed and given to the Facilities Manager.

The design of a fit-out must be in keeping with the standards and concepts of Veridian and the Architectural Code

Where appropriate a copy of Fire Safety Certificate must be provided.

Applications for Construction Certificates and Development Applications to Council require approval by the Owners Corporation. The particular DA, CDC or CC being lodged with the appropriate certifying authority must be submitted to the Building Manager for the approval of the Owners Corporation.

25.2 What is Available?

The following documentation is available from the Building Manager to assist with preparation of plans:

- Floor plans
- Reflected ceiling plans detailing the lighting layout
- Mechanical air conditioning duct layout and base design criteria
- Sprinkler and fire services layout
- Finish specifications: ceilings and bulkheads: carpets; walls
- Design standards including: floor loadings; lift capacities, wall to window mullions; electrical and communication cabling.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:96 of 110
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25.3 Requirements When Works are Approved

Once fit-out works are approved the Building Manager must be consulted and informed of the work schedule.

All contractors will be required to sign a Contactors On-site Form (Application 2) before commencing any work. This is not required in instances where a regular contractor of the Building is used.

Any contractors working within Veridian ***must***:

- be fully licensed;
- hold current $20 Million Public Liability and Workers Compensation Insurance policies;
- operate within the Building's construction hours;
- comply with all areas of the *Work Health and Safety Act 2011* to ensure a safe working environment;
- take due care to avoid any damage to the Building, common areas and the lifts;
- maintain the worksite and common areas in clean condition at all times.

A contractor or workman that causes damage to Veridian will be liable for the repair costs to correct the damage.

Any rubbish created by the contractor or workmen is to be removed by the contractor or workmen at their expense at regular intervals.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:97 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Approved Form 9	Strata Management Statement	Sheet 97 of 110 sheets
Registered  15.5.2019	Office use only	Office use only SP97728

Application 1

Veridian

Fit-outs & Renovations Form

Regulations and Requirements

This Form is to be signed by Company Principal or authorised agent as acknowledgement of the conditions hereon.

As stated in this Fit-Out Guide any work carried out to any Commercial Lot or area within the boundaries of the Building must be fully approved by Management, Council and the Owners Corporation.

Plans of the fit-out or renovations must be submitted to and approved by Management as well as the relevant authorities **BEFORE ANY WORK IS COMMENCED.**

All changes to any areas must fully comply with Fire Safety requirements and all systems such as fire sprinklers and smoke detectors must be situated in the suite in such positions and configurations to fully comply with all Council and Fire Regulations and the Fire Safety Certificate at your expense.

No fit-out should be placed into any configuration where it will obstruct any required inspection access such as to fire dampers, air conditioning turn off valves or electrical switches.

All work carried out within the Building must be carried out within the building's construction work hours, and must be performed by competent tradespersons fully licensed in the field of work being carried out and fully insured for coverage of such work. A copy of the contractor's insurance status and work cover clearance will be required by the Building Manager before the contractor commences work.

Hence, copies of the following documentation are to be provided to the Building Manager:

- fit-out / renovation plans;
- DA / or Complying Development Certificate
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation.

I HAVE FULLY READ AND UNDERSTAND THE ABOVE CONDITIONS AND AGREE TO ABIDE BY THOSE CONDITIONS, THE BY-LAWS AND ARCHITECTURAL CODE FOR VERIDIAN.

Name _____

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:98 of 110
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Approved Form 9	Strata Management Statement	Sheet 98 of 110 sheets
Registered: 15.5.2019 Office use only		Office use only SP97728

Company Position _____

Signature _____

Date _____

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:99 of 110
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Approved Form 9	Strata Management Statement	Sheet 99 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

Application 2

Veridian

Contractors On-Site Form

Work initiated by • Individual's Name • Business Name • Suite No. • Contact No.	
Contractor's details • Contact Name • Business Name • Contact No.	
Contractor's Insurances • Policy Cover • Policy Number (copy attached)	
Area(s) to be accessed	
Description of work	
Date(s) and time to be on-site	

I undertake that in signing this Form *all* contractors

- are currently covered by Public Liability and Workers Compensation policies

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:100 of 110
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- are operating within appropriate Australian Standards
- will operate within the Building's construction work hours
- will comply with all areas of OH&S to ensure a safe working environment
- will take due care to avoid any damage to the building, its fixtures and lifts. (Any damage will be made good at the expense of the contractors)
- will maintain the cleanliness of the site (this includes daily removal of any resulting rubbish at the expense of the contractor) and understand that smoking is not permitted within the Building
- understand that deliveries are not allowed through the front foyer, that there is a loading dock with limited capacity. Parking is not available in the loading dock.

Name	Signature	Date

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:101 of 110
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

Approved Form 9	Strata Management Statement	Sheet 101 of 110 sheets
Registered: 15.5.2019 Office use only		Office use only SP97728

Application 3

Veridian

Checklist for Fit-outs

A. Prior to Fit-out

1 Make sure all essential services are not affected by your fit-out plans. These include sprinkler heads, smoke detectors, speakers and the positioning of fire exit signs, air-conditioning, and electrical wiring.

2 Ensure that the work to be undertaken will comply with the relevant Australian standards and that all contractors are fully licensed.

3 Submit / organise the following with Council:

- DA;
- your fit-out plans,
- Construction Certificate (can also be from a private certifier).

4 Submit copies of the following to the Building Manager:

- fit-out / renovation plans;
- approved DA or Complying Development Certificate & Construction Certificate;
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation;
- signed Fit-out & Renovations Form;
- the appropriate number of Contractor On-site Forms.

5 Prior to commencing work request that your Principal Contractor meet with the Building Manager. This will help to create a desired and smooth working relationship.

B. During Fit-out

1 Where possible the fit-out work should not be in view of passing residents or visitors of Commercial Lots or Residential Lots. For example, glass can be covered with suitable material such as plastic or paper so as to hide the work in progress.

2 The buildings construction work hours are to be adhered to.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:102 of 110
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3 No unnecessary noise is to be created disturbing the operation of existing businesses.

4 During the fit-out all WH&S conditions must be complied with and the safe free flow of regular pedestrian traffic will not be hindered.

5 All common areas are to be fully protected and not damaged through the use of protective coverings to all floors and walls.

6 Any soiling of any common areas is to be immediately cleaned to management satisfaction.

7 Any rubbish is *not* to be stored in the garbage room or other areas of the building, and is to be removed daily by the contractor.

8 Give notice to the Building Manager for deliveries required for the fit-out.

Note that:

- Heavy deliveries may incur additional assessment
- After hours deliveries may require security guard supervision
- Unauthorised deliveries will be turned away.

9 There is No Smoking in the Building.

10 No penetrations to fire rated areas shall be allowed without written approval.

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:103 of 110
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Approved Form 9	Strata Management Statement	Sheet 103 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

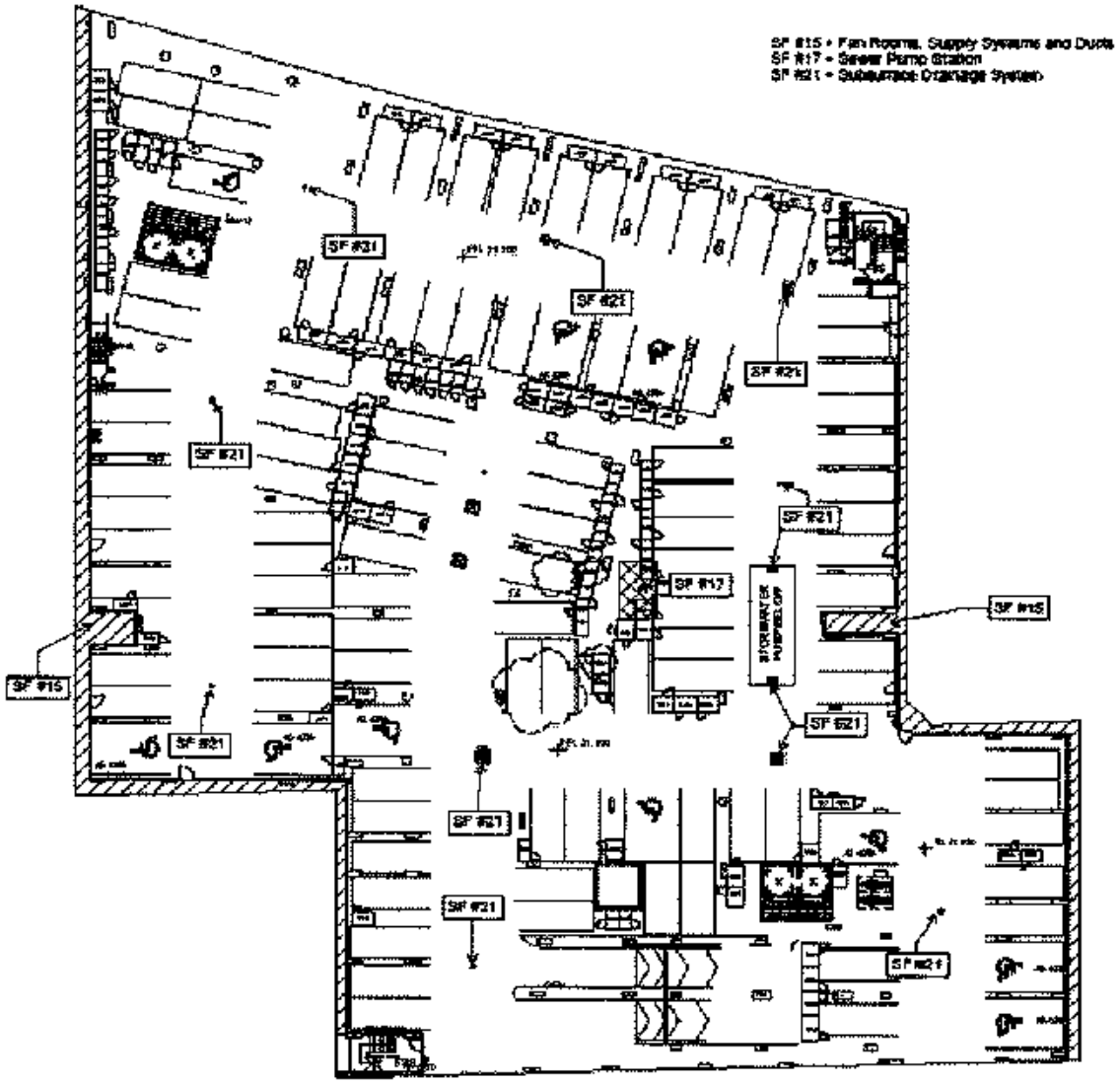
Schedule 4 Shared Facilities Plan

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:104 of 110
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ePlan

Approved Form 9	Strata Management Statement	Sheet 104 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

SCHEDULE 4
SHARED FACILITIES PLAN
BASEMENT 3

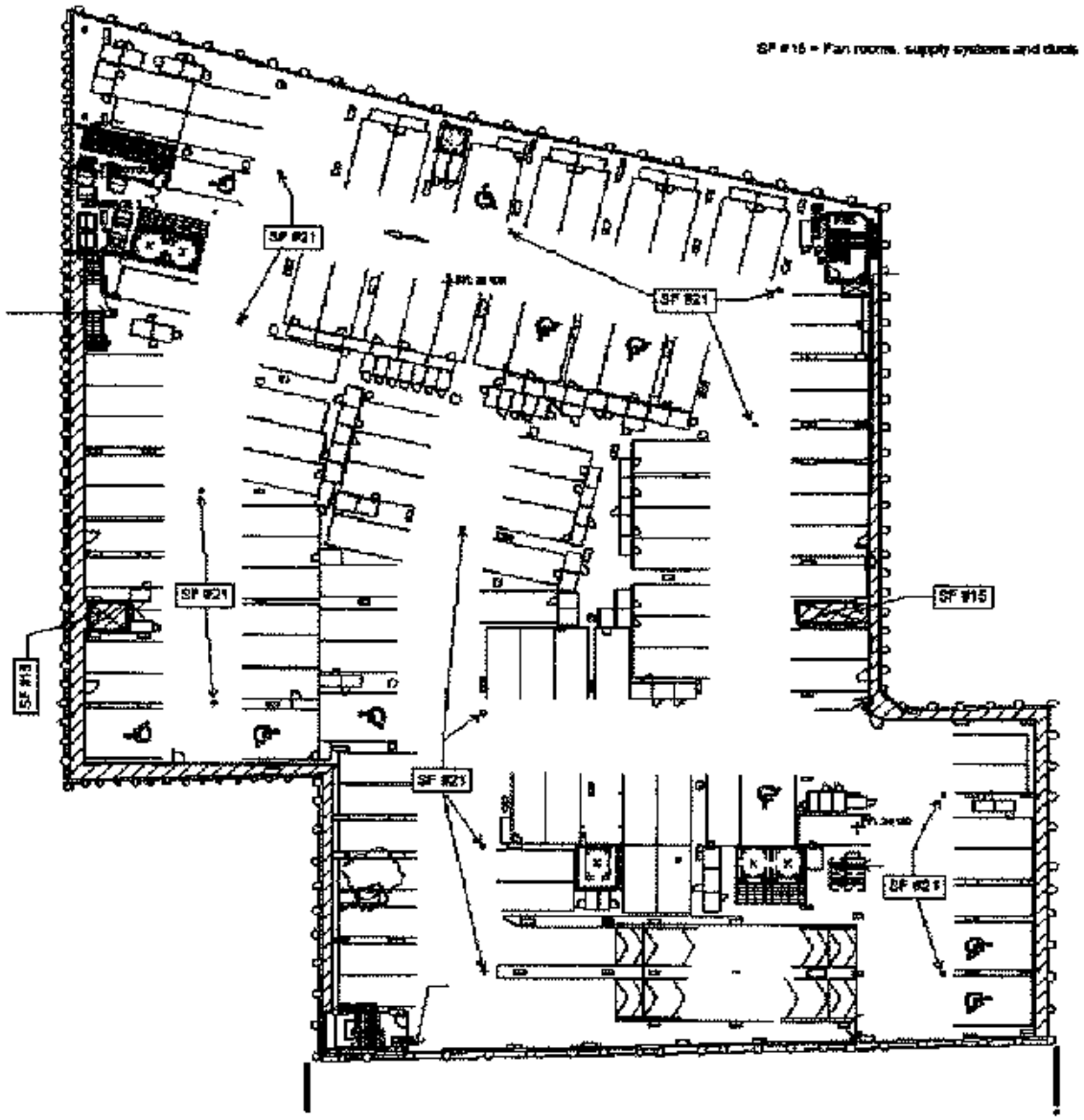


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ePlan

Approved Form 9	Strata Management Statement	Sheet 105 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

SCHEDULE 4
SHARED FACILITIES PLAN
BASEMENT 2



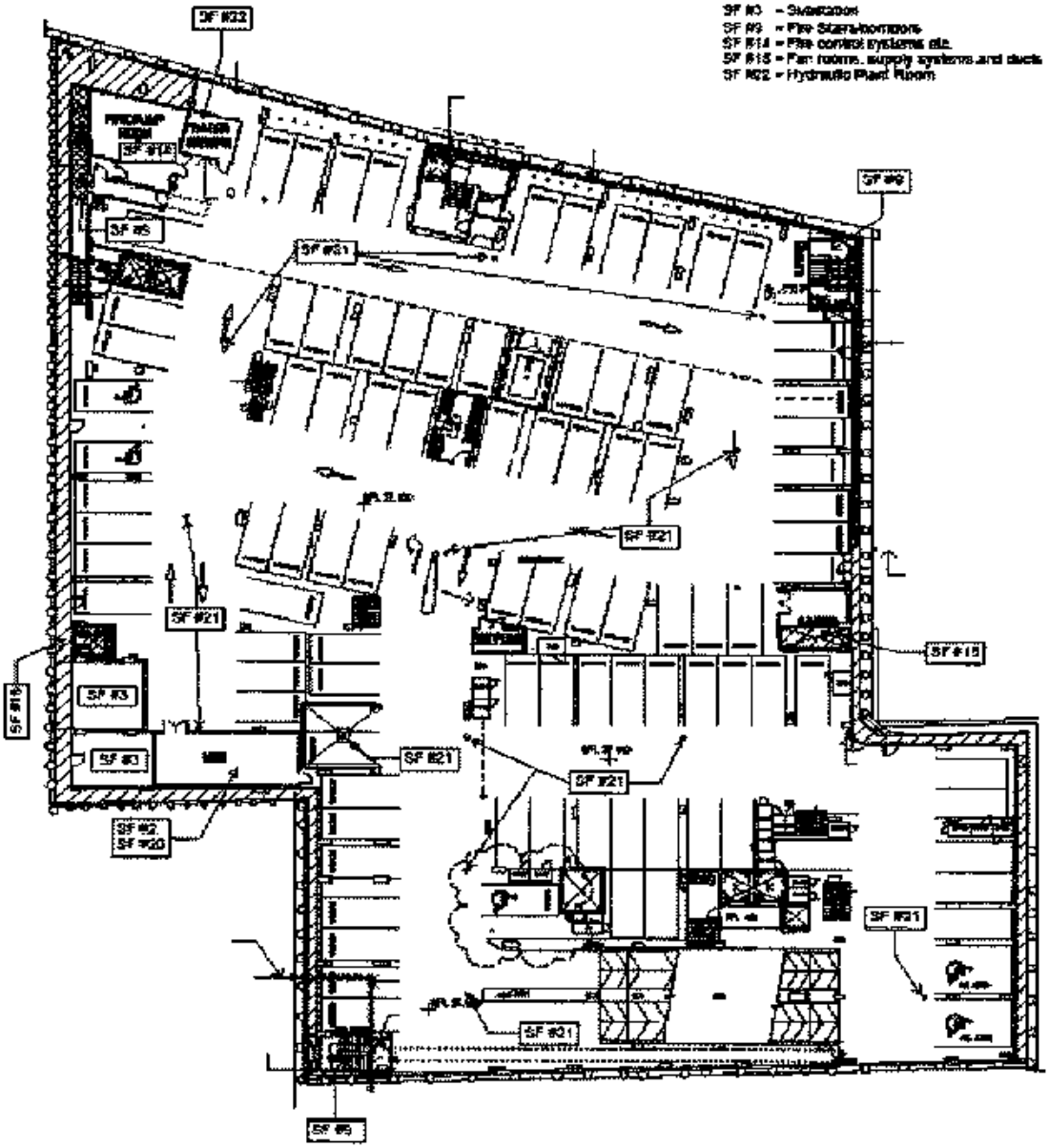
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ePlan

Approved Form 9	Strata Management Statement	Sheet 106 of 110 sheets
Registered: 15.5.2019 Office use only		Office use only SP97728

SHEET 5 OF 6

SCHEDULE 4
SHARED FACILITIES PLAN
BASEMENT 1

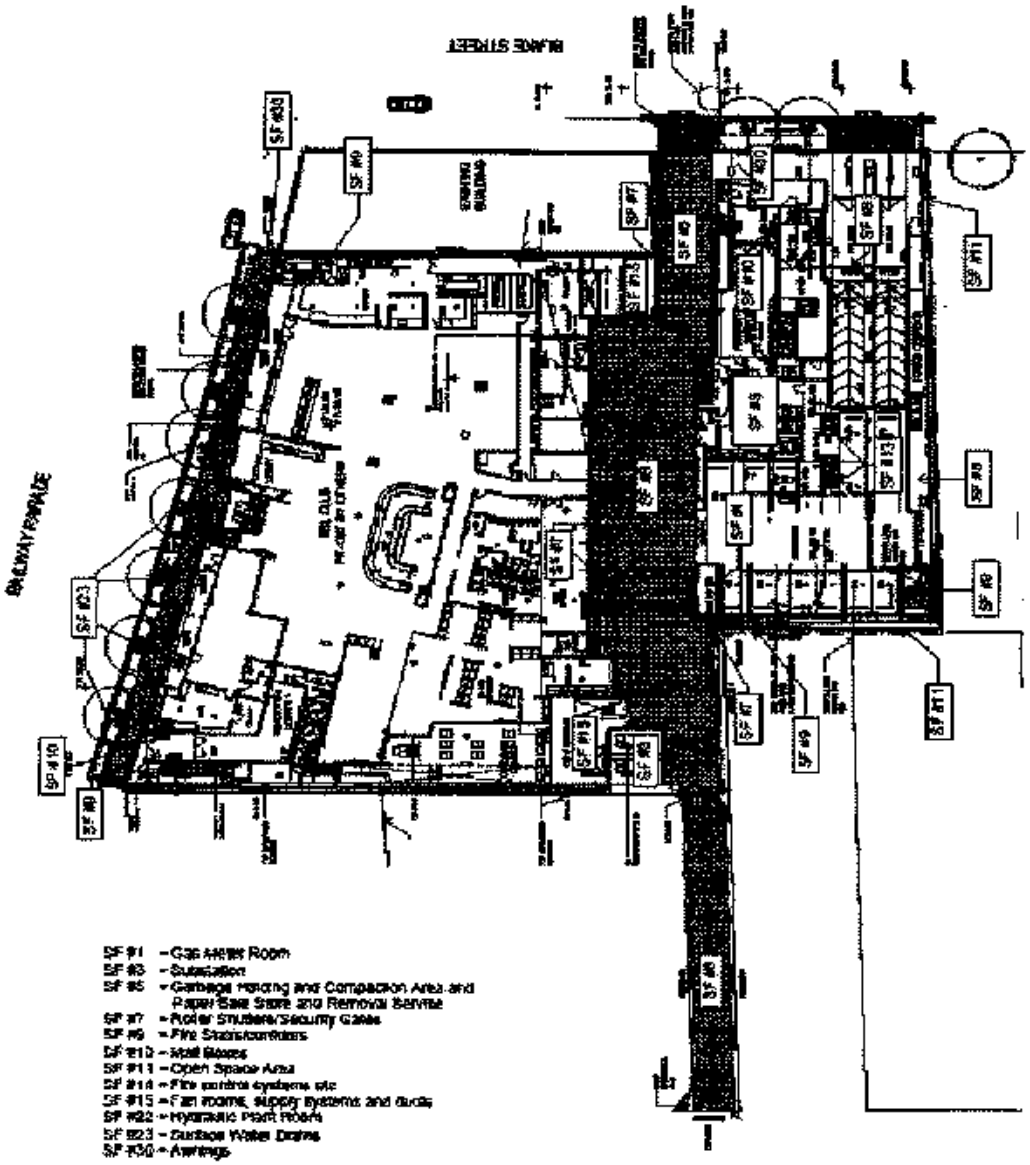


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ePlan

Approved Form 9	Strata Management Statement	Sheet 107 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

SCHEDULE 4
SHARED FACILITIES PLAN
GROUND FLOOR



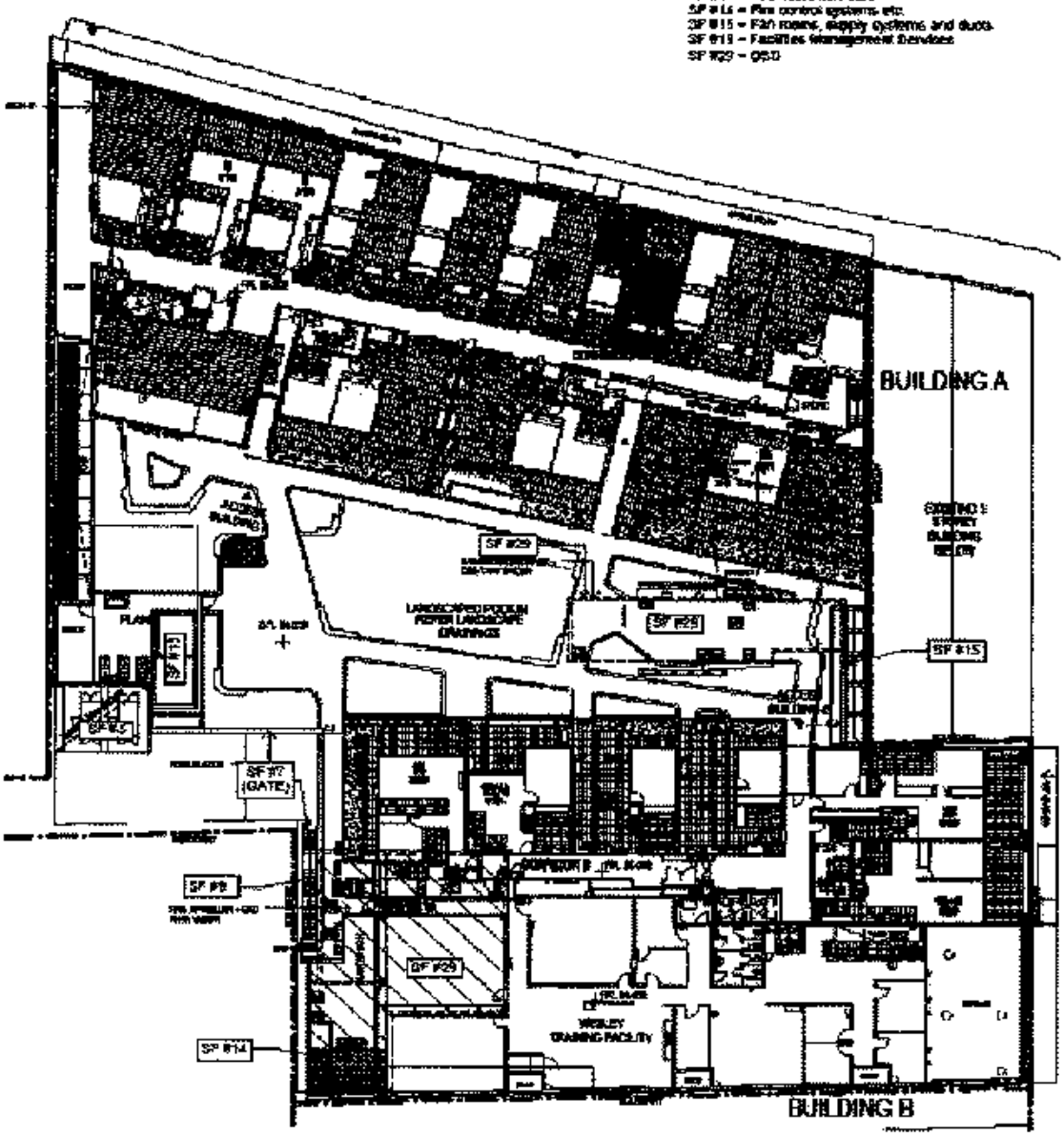
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ePlan

Approved Form 9	Strata Management Statement	Sheet 108 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

SCHEDULE 4
SHARED FACILITIES PLAN
LEVEL 1

SF #3 – Substation
SF #4 – Fire Stairs/corridors
SF #15 – Fire control systems etc
SF #15 – Fan rooms, supply systems and ducts
SF #19 – Facilities Management Services
SF #29 – OSD



Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:109 of 110
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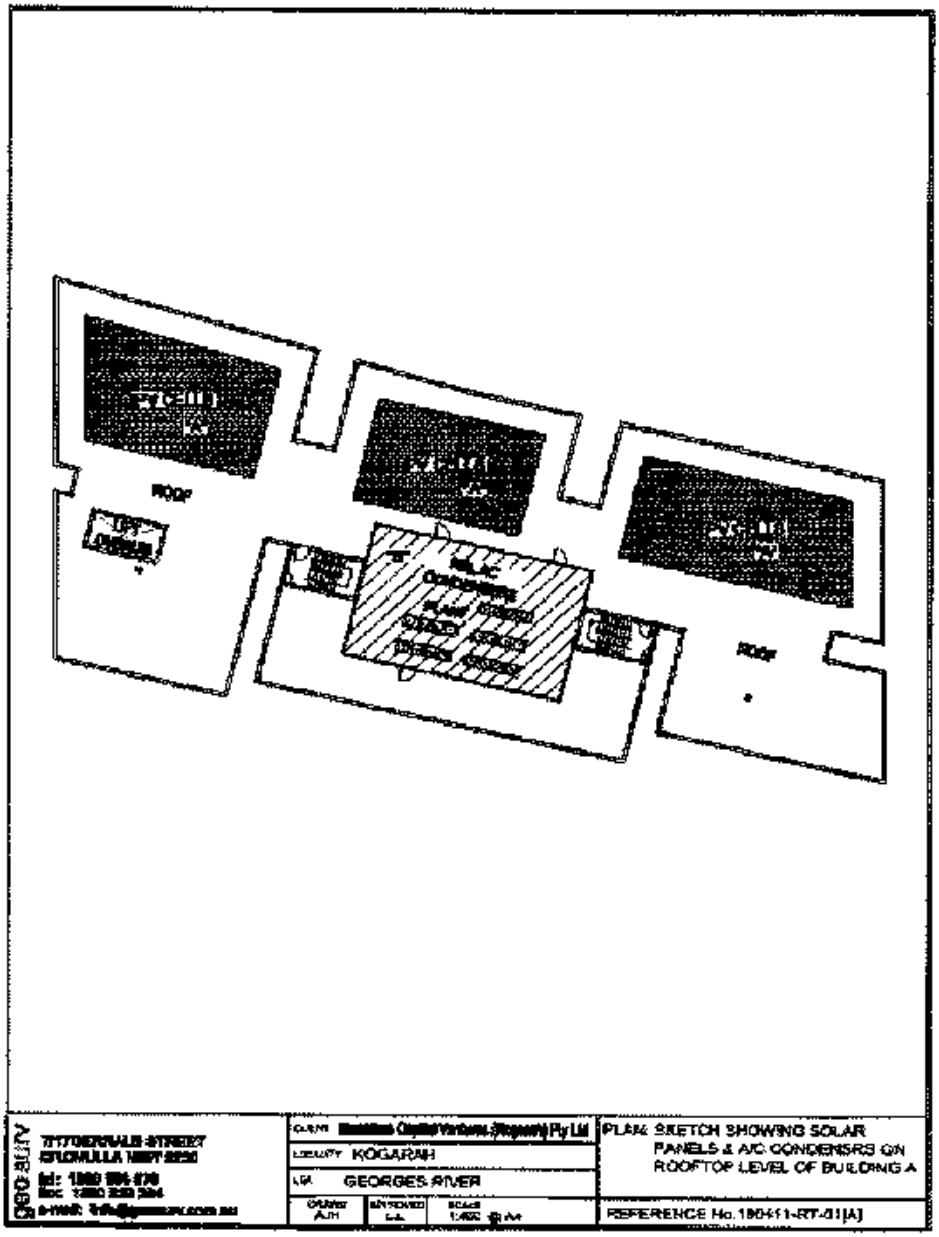
Approved Form 9	Strata Management Statement	Sheet 109 of 110 sheets
Office use only Registered: 15.5.2019		Office use only SP97728

Req:R302672 /Doc:SP 0097728 M /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:110 of 110
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ePlan

Approved Form 9	Strata Management Statement	Sheet 110 of 110 sheets
Registered: 15.5.2019 (Office use only)		SP97728 (Office use only)

Schedule 5 Exclusive Use Area – Building A Rooftop



[redacted]	CLIENT [redacted]	PLAN: SKETCH SHOWING SOLAR PANELS & A/C CONDENSERS ON ROOFTOP LEVEL OF BUILDING A
	LOCALITY KOGARAH	
	LGA GEORGES RIVER	
	DRAWN AJH / APPROVED / SCALE 1:400 @ A4	REFERENCE No.190411-RT-01[A]

Req:R302673 /Doc:DL H510947 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 4
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FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE ALTERED, BOTH P.P. 13a SHOULD BE USED.

P. 13. No. H 510947

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Lodged for Endorsement of Certificate

D

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD of SYDNEY

(herein called transferor) being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the SEVEN HUNDRED AND TWENTY FIVE POUNDS (£ 725.0.0) (the receipt whereof is hereby acknowledged) paid to it by

JAMES FINLAYSON STEWART OLIVER CHARLES ALDIS and JOHN HERBERT BURT do hereby transfer to

JAMES FINLAYSON STEWART, 25 High Street, Carlton Retired Master Plumber, OLIVER CHARLES ALDIS, 12 O'Brien's Road, Hurstville Solicitor and JOHN HERBERT BURT, 52 Hampton Court Road, Carlton Retired Public Servant (herein called transferee) as joint tenants

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

County.	Parish.	Reference to Title			Description of Part
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	ST GEORGE	WHOLE	1424	153	EXCEPTING THEREOUT the Transferor's submain sewer, manhole and shaft constructed in the said land and shown on the plan marked "A" annexed hereto and that will remain the property of the Transferor and RESERVING THEREOUT easements for sewerage purposes as hereinafter mentioned

H15216
H152216

ENCUMBRANCES, &c., REFERRED TO.*

(1) Lease P819740.

(2) Easement as annexed.

Signed at Sydney the ninth day of March 1960

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the Ninth day of March 1960 and signed AS WITNESS the hands of George Ernest Maunder and Andrew Noble Campbell two of the Members in whose presence the Seal was so affixed.

Seal

Transferor.

Signed in my presence by the transferee who is personally known to me

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

Transferee.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with such dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by such Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer who must sign his own name, and not that of his firm, is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose any liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, certificate must be signed by Transferee personally.

NOT TO BE ALTERED BY ERASURE—See Post Note.

Do not write in this space.

Insert name, address and description of the person lodging, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to Lands shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. Where such records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1954, Section 166 of the Conveyancing Act, 1919-1954 and Section 45A of the Evidence Act 1898-1954.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Req:R302673 /Doc:DL H510947 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 4
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

"A"

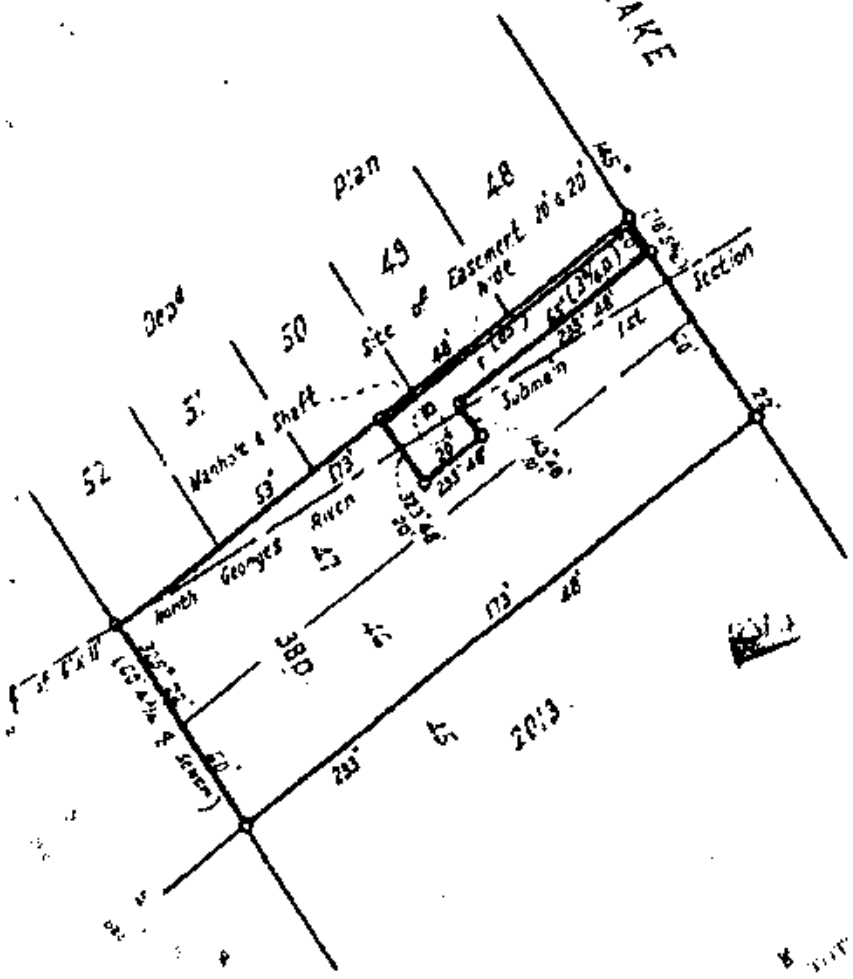
PLAN

of the land in CT, Vol: 1424 Fol: 153.

Parish of St George County of Cumberland.

Scale 40 feet to an inch.

PLAN NOT REPLIED



John H Beard
J. H. Stewart.

No Survey has been made.

I certify that this plan has been compiled from the information in CT V 1424 F: 153 & plan S00248 (Sh 1 & 2) and is accurate

H. Goodland,
Surveyor registered under Surveyors Act 1929 46

ASST SECRETARY
METROPOLITAN WATER SEWERAGE & DRAINAGE BOARD

12550.

Req:R302673 /Doc:DL H510947 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:3 of 4
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

EASEMENT.

EXCEPTING AND RESERVING unto the transferor full and free right and liberty for the transferor from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the land shown as "Site of Easement 10' & 20' wide on the plan marked "A" hereto annexed (hereinafter called "the said land") and upon or at such depths or levels below the surface of the said land as the transferor shall think fit such submain sewer shaft and manhole and other works with fittings and appurtenances thereto (all of which are included in the term "Works" wherever hereinafter appearing) as in its opinion may be required for sewerage purposes and to use such works for the conveyance and passage of sewage and to take up any such works and substitute in lieu thereof any new works and with the right of support at all times of all such works of the transferor as shall for the time being be in or upon the said land **AND** for any of the purposes aforesaid to enter go return pass and repass upon along and over the said land and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom all such machinery materials implements tools articles and things as the transferor shall think fit **AND** generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the transferor under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-1954 without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers or authorities hereby or by virtue of the said Act conferred on or vested in or granted to the transferor **AND** in relation to such easement and rights as are hereinbefore excepted and reserved to the transferor the transferees DO and each of them DOTH **COVENANT** with the transferor **THAT** the transferees will not erect construct or place upon the said land shown as Site of Easement 10' & 20' wide on the said plan marked "A" hereto annexed any building or other structure whatsoever **AND** that the transferees will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land **AND** the transferees **COVENANT** with the transferor that whenever in the exercise of the rights powers and authorities aforesaid it shall be necessary to break up the surface of the said land or damage any wall or fencing of the transferees the transferor shall upon completion of such work reinstate and restore such land or fencing (as the case may be) to its former condition so far as shall be reasonably practicable.

John H Burt

J. G. Stewart

Transferees.

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the Ninth day of March, 1960 AS WITNESS the hands of George Ernest Saunder and Thomas de Burgh two of the Members in whose presence the Seal was so affixed.

Req:R302673 /Doc:DL H510947 /Rev:29-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:4 of 4
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225 FOREST ROAD
HURSTVILLE

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

b This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[d]

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

d To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER

Checked by

Particulars entered in Register Book,

Volume 11424 Folio 153

Signed by

the 19th day of May 19 61

at minutes past 3 o'clock in the noon.

Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	4	Received Date
2	5	Nos.
3	6	Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

Vol. Fol.

FEES.

The Fees, which are payable on lodgment, are as follows—

(a) $2 where the memorandum of transfer is accompanied by the Certificate of Title or Crown Grant, otherwise $5 for the first instrument to be endorsed or upon that one folium of the additional charge of $3 is made for every Certificate of Title or after the first.

(b) A supplementary charge of $2 is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the same charges are—
(i) $2 for every Certificate of Title not exceeding 15 folios and without
(ii) $2 10s. 0d. for every Certificate of Title not exceeding 15 folios with simple diagram;
(iii) as approved where more than one simple diagram, or an extensive will appear.

Where the engrossing exceeds 15 folios, an amount of 2s. per folio for is payable.

LRS 0457-F

SIGNATURES AND SEALS ONLY

FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM

Department of Lands Approval

SEE SIGNATURES FORM

SEE SIGNATURES FORM

SURVEY DATA REFERENCE 15986 S16971

MPR 2012

SURVEYING REGULATION 2006 CLAUSE 6(2)					
	HIGHER ORDINATES		CLASS (ORDER)	ORDER (ORDER)	ZONE
MARK	EASTING	NORTHING			
SSM 90251	321 156.198	6 239 852.631	B	2	56
SSM 90252	320 987.733	6 239 796.867	B	2	56
SSM 90253	321 015.891	6 239 720.971	B	2	56
SSM 135970	321 187.5 [illegible]	6 239 720.917	B	2	56
COMBINED EQUATION AND SCALE FACTOR 0.999955					
SOURCE HIGHER ORDINATES ADOPTED FROM SCIMS 31-8-2014					

(A) RIGHT OF WAY AND EASEMENT (VIDE W810040)

(B) LEASE TO ENERGY AUSTRALIA FOR SUBSTATION PREMISES No 10390 (VIDE W810040)

(C) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH

(D) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE

(E) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH

BOWNS ROAD

BLAKE STREET

PARADE

RAILWAY

ENGLISH STREET

BELLEVUE STREET

NEILSEN AVENUE

HAMPTON COURT ROAD

DIAGRAM NOT TO SCALE

DP1108591

Registered 23-5-2007

Title System TORRENS

Purpose SUBDIVISION

Ref Map UD697-72#

Last Plan DP2013, DP313556, DP843745, DP377065, DP508606

PLAN OF SUBDIVISION OF LOTS 58 & 59 DP 2013, LOT 1 DP 313556, LOT A DP 377065, LOT 1 DP 508606 AND LOT 1 DP 843745

Lengths are in metres Reduction Ratio 1 : 500

LGA KOGARAH

Locality KOGARAH

Parish ST GEORGE

County CUMBERLAND

This is sheet 1 of my plan of [illegible]

Surveying Regulation 2006

I, DANIEL G WILLIAMS of DANIP (NSW) PTY LTD of 1/37-45A STREET, SUMNER QLD

a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2006, and was completed on the

18-01-2021

The survey relates to LOTS 11 & 12

Signature: [illegible] Date: [illegible]

SEE SIGNATURES FORM

Plans used in preparation of Survey / Compilation

DP 13 2013, 313556, 315235, 377065, 420505, 508606, 543934, 574083, 843745, 1038080

PANEL FOR USE ONLY for statements of intention to create and release restrictions, positive covenants, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964, IT IS INTENDED TO CREATE

1. EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH
2. EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE
3. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH

APPROVED

SEE SIGNATURES FORM

MANAGER, SURVEY UNIT
DEVELOPMENT SERVICES
ENERGY AUSTRALIA

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R302674 /Doc:DP 1108591 P /Rev:30-May-2007 /NSW LRS /Pgg:All /Prt:06-Aug-2021 12:41 /Seq:1 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bissett

Req:R302674 /Doc:DP 1108591 P /Rev:30-May-2007 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 2
© Office of the Registrar-General /Src:TRISEARCH /Ref:592 Bisset

PLAN FORM 6 ePlan * OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

PLAN OF SUBDIVISION OF LOTS 56 & 57 D.P.2013, LOT 1 D.P.313556, LOT A D.P.377065, LOT 1 D.P.506806 AND LOT 1 D.P.943745

DP1108591

Registered: 23-5-2007

Surveying Regulation, 2006

I, DANIEL G WILLIAMS
DUNLOP THORPE & CO. PTY. LTD.
of 447 KENT STREET, SYDNEY 2000
a surveyor registered under the *Surveying Act, 2002*, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on

18-01-2007

The survey relates to LOTS 11 & 12

(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

(Signature) Daniel G Williams Dated: 31-01-2007
Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" - "Y"
Type: Urban / ~~Rural~~

Crown Lands NSW/Western Lands Office Approval

I .....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown hereon have been given.
Signature: .....
Date: .....
File Number: .....
Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed.

* Subdivision * .....set out herein
(insert 'subdivision' or 'new road')

.....
(Authorised Person/~~General Manager~~/~~Accredited Certifier~~)
Consent Authority ..... KOGARAH COUNCIL
Date of Endorsement ..... 4 MAY 2007
Accreditation No. ..... -
Subdivision Certificate No. 498/06
File No. ..... DA /2006/498

~~Delete whichever is inapplicable~~

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves

Michael John Leonard
Solicitor for KOGARAH RSL CLUB.

COMMON SEAL
DAVID LAWRENCE SMITH
SECRETARY
KOGARAH R.S.L. CLUB LIMITED
ACN 001 036 355
JOHN WILLIAM SAMUEL
CHAIRMAN.

Mortgagee under Mortgage No. 2903082
Signed at Sydney this 17th day of April 2007 for National Australia Bank Limited ABN 12 004 044 937
by Lynette Irene Darby
its duly appointed Attorney under Power of Attorney No. 3834

Manager

Witness/Bank Officer GERALDINE MIGUEL
255 George Street, Sydney NSW

APPROVED:

MANAGER, SURVEY UNIT
DEVELOPMENT SERVICES
ENERGYAUSTRALIA

Use PLAN FORM 6A for additional certificates, signatures and seals.

SURVEYOR'S REFERENCE: 15966 S 16971

EA (TC) Jan 2006

Req:R302675 /Doc:DP 1108591 B /Rev:30-May-2007 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 2
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ePlan

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

Plan: DP1108591

Plan of Subdivision of Lots 56 and 57 DP 2013, Lot 1 DP 313556, Lot A DP 377065, Lot 1 DP 506806 and Lot 1 DP 943745

Full name and address of the owner of the land:

Kogarah RSL Club Limited
254 Railway Parade
Kogarah NSW 2217

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies of Prescribed Authorities:
1	Easement for Electricity Purposes (2 wide and variable width)	Lot 12	Lot 47 DP 2013 Lot 52 DP 2013
2	Easement for Electricity Purposes (2 wide)	Lot 11	Lot 12 Lot 47 DP 2013 Lot 52 DP 2013
3	Easement to Permit Encroaching Structure to Remain (variable width)	Lot 12	Lot 47 DP 2013 Lot 52 DP 2013

Part 2 (Terms)

Name of person empowered to release, vary or modify Easement for Electricity Purposes 2 Wide numbered 2 in the plan

The easement is intended to continue only until a new substation is commissioned for the benefited lots and is released when the new substation is commissioned. On or as soon as practicable after a new substation is commissioned, the owners of the benefited lots must execute all such documents as the owner of the burdened lots may reasonably require in relation to the release of the easement.

Legal\103968381.1

Authorised Person
Kogarah Council

Req:R302675 /Doc:DP 1108591 B /Rev:30-May-2007 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 2
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Plan: DP1108591

Plan of Subdivision of Lots 56 and 57 DP 2013,
Lot 1 DP 313556, Lot A DP 377065,
Lot 1 DP 506806 and Lot 1 DP 943745

Executed by **Kogarah RSL Club Limited** by
or in the presence of:

COMMON
KOGARAH
R.S.L. CLUB
LIMITED
A.C.N. 001 032 355
SEAL

Signature of Director

JOHN WILLIAM SAMUEL
Name of Director in full

Signature of Secretary/other Director

DAVID LAURENCE SMITH
Name of Secretary/other Director in full

Mortgagee:

Mortgagee under Mortgage No. 2905682
Signed at Sydney this 17th **day of** April **2007 for National Australia Bank Limited ABN 12 004 044 937 by** Lynette Vere Darby **its duly appointed Attorney under Power of Attorney No. 549 Book 3834**

Manager

Witness/Bank Officer GERALDINE MIGUEL
255 George Street, Sydney NSW

REGISTERED 23-5-2007

Legal\103968381 1

Authorised Person
Kogarah Council

Req:R302676 /Doc:DL AF408216 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 7
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Form: 13PC
Release: 2.1
www.lands.nsw.gov.au

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 19

AF408216A

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

(A) **TORRENS TITLE**

11/1108591 and D/420505

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
602T	DLA Phillips Fox T: 9286 8000 201 Elizabeth Street, Sydney NSW 2000 LLPN: 123441E Reference: TJL:CLS:0479794	PC

(C) **REGISTERED PROPRIETOR**

EnergyAustralia (ABN 67 505 337 385)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Kogarah Council

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

DATE 31/03/10

(G) **Execution by the prescribed authority**

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

Signature of witness:☐ [signature]
Name of witness:☐ MATTHEW DELLO
Address of witness:☐ Kogarah City Council 84 Railway Parade, Kogarah 2217

Signature of authorised officer:☐ [signature]
Name of authorised officer:☐ GEORGE ANDONOSKI
Position of authorised officer:☐ MANAGER PLANNING & DEVELOPMENT

(G) **Execution by the registered proprietor**

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

Signature of witness: [signature]
Name of witness: BRIDGET ANNE THOMSON
Address of witness: 570 GEORGE ST SYDNEY NSW 2000

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

Signature of attorney: [signature]
Attorney's name: KATHERINE MARGARET GUNTON
Signing on behalf of: ENERGY AUSTRALIA
Power of attorney-Book: ~~4350~~ 4528
-No.: 401

(H) **Consent of the N.A**

The N.A under N.A No. N.A., agrees to be bound by this positive covenant.

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

Signature of witness:☐
Name of witness:☐
Address of witness:☐

Signature of N.A.

Req:R302676 /Doc:DL AF408216 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 7
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DLA PHILLIPS FOX

THIS IS ANNEXURE 'A' REFERRED TO IN THE POSITIVE COVENANT BETWEEN ENERGYAUSTRALIA (AS REGISTERED PROPRIETOR) AND KOGARAH COUNCIL (AS PRESCRIBED AUTHORITY) IN RESPECT OF FOLIO IDENTIFIER 11/1108591 and FOLIO IDENTIFIER D/420505

DATED: 31 March 2010

Positive covenant

1 The Registered Proprietor will in respect of the System:

1.1 keep the System clean and free from silt, rubbish and debris;

1.2 maintain and repair at the sole expense of the Registered Proprietor the whole of the System in accordance with the Maintenance Schedule so that it functions in a safe and efficient manner;

1.3 provided that the Council complies with its obligations under clause 4, permit the Council or its authorised agents from time to time and upon giving reasonable written notice to the Registered Proprietor, to enter the land only for the purposes of inspecting compliance with the requirements of this positive covenant;

1.4 comply with the terms of any written notice issued to the Registered Proprietor by the Council in respect of the requirements of this covenant within the time stated in the notice provided that:

1.4.1 the Registered Proprietor in complying with such notice would:

(a) not be in breach of any Law or Code in respect of the Electricity Works located on the Burdened Land; or

(b) not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator, or

Executed by Kogarah Council	**Executed by EnergyAustralia**

Req:R302676 /Doc:DL AF408216 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:3 of 7
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1.4.2 if the notice provides details of any Work required to be carried out, then such Work and the time for carrying out Work must be approved by the Registered Proprietor in accordance with clause 2.

2 The Registered Proprietor will consent to the Work and/or the time for carrying out the Work under a notice referred to in clause 1.4.2 if the carrying out of such Work in the requested time:

2.1 is not in breach of any Law or Code in respect of the Electricity Works located on the Burdened Land; and

2.2 will not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator.

The Registered Proprietor can issue consent with or without conditions.

3 Pursuant to Section 88F(3) of the Conveyancing Act 1919 ('**Act**') the Council shall have the following additional powers:

3.1 in the event that the Registered Proprietor fails to carry out any Authorised Work within the time set out in a written notice issued in accordance with clause 1.4, the Council or its authorised agents may upon giving reasonable written notice enter the Burdened Land with all necessary materials and equipment and carry out the Authorised Work provided that in the exercise of its rights, the Council complies with its obligations under clause 4;

3.2 the Council may recover from the Registered Proprietor in a court of competent jurisdiction:

3.2.1 any expense reasonably incurred by it in exercising its powers under subclause 3.1 hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the Authorised Work referred to in subclause 3.1 above, supervising and administering the said Authorised Work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said Authorised Work; and

Executed by Kogarah Council	**Executed by EnergyAustralia**

Req:R302676 /Doc:DL AF408216 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:4 of 7
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3.2.2 legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

4 In the exercise of its rights under clauses 1.3 and 3.1, the Council will or procure that its authorised agents will comply with the Registered Proprietor's reasonable directions and requirements for entry to, inspection of and carrying out of Authorised Work on the Burdened Land including but not limited to compliance with the Registered Proprietor's safety rules and procedures and the requirement for Council or its authorised agents to be accompanied by an authorised officer of the Registered Proprietor at all times.

5 Nothing in this positive covenant is to be construed as affecting any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the Registered Proprietor may have under the Electricity Supply Act or a Code.

6 Nothing in this positive covenant is intended to, or does, constitute any fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code. If, contrary to the operation of this clause, any provision of this positive covenant is held by a court of competent jurisdiction to constitute a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, then:

6.1 Council will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied; and

6.2 in the event that subclause 6.1 cannot be achieved without giving rise to a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, the relevant provision is to be severed and the remainder of this positive covenant has full force and effect.

7 The name of the Authority having the power to release vary or modify this positive covenant is Kogarah Council.

Executed by Kogarah Council	**Executed by EnergyAustralia**

Req:R302676 /Doc:DL AF408216 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:5 of 7
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8 For the purposes of this positive covenant:

'**Act**' means the *Conveyancing Act 1919 (NSW)* as amended from time to time and any re-enactment or subordinate legislation or regulations issued under that act.

'**Authorised Work**' means any Work approved by the Registered Proprietor in accordance with clause 2 and includes the method of carrying out such Work.

'**Burdened Land**' means the land burdened by this positive covenant.

'**Code**' means any code, standard, policy or guideline regulating the operation and maintenance of electricity works or an electricity network, a Network Operator or the supply of electricity by the Registered Proprietor from time to time including the Registered Proprietor's own codes, standards, policies or guidelines.

'**Council**' means Kogarah Council.

'**Electricity Supply Act**' means the *Electricity Supply Act 1995 (NSW)* as amended from time to time and any re-enactment or subordinate legislation or regulations issued under that act.

'**Electricity Works**' has the same meaning it has in the Electricity Supply Act, being any electricity power lines or associated equipment or electricity structures that form part of a transmission or distribution system (as those terms are defined in the Electricity Supply Act).

'**Law**' includes any requirement of any statute, rule, regulation, proclamation, ordinance, present or future, and whether state, federal or otherwise and includes the Electricity Supply Act.

'**Maintenance Schedule**' means the maintenance schedule for the System as agreed between the Registered Proprietor and Council from time to time but which shall provide for cleaning and maintenance of the System at least every 6 months.

'**Network Operator**' has the same meaning it has in the Electricity Supply Act.

'**Registered Proprietor**' means the registered proprietor of the Burdened Land.

Executed by Kogarah Council	**Executed by EnergyAustralia**

Req:R302676 /Doc:DL AF408216 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:6 of 7
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'System' means the on-site stormwater management system constructed on the Burdened Land as detailed on drawing number 183516 prepared by Kann Finch Group dated 20 July 2007 and approved by Kogarah Council in conjunction with Development Consent number 347/07.

'Work' means the activity or work Council requires the Registered Proprietor to carry out on the Burdened Land for compliance with the requirements of clause 1 of this positive covenant as set out under a notice issued in accordance with clause 1.4 and includes the method of carrying out the activity or work.

Executed by Kogarah Council	**Executed by EnergyAustralia**

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

Signature of witness

MATTHEW DERLIN
Name of witness (print)

KOGARAH CITY COUNCIL
Address of witness (print)
84 Railway Parade
KOGARAH NSW 2217

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

Signature of authorised officer

GEORGE ANDONOSKI
Authorised officer's name

Signing on behalf of **Kogarah Council**

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

Signature of witness

BRIDGET ANNE THOMSON
Name of witness (print)

570 GEORGE STREET
Address of witness (print)
SYDNEY 2000 NSW

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

Signature of attorney

KATHERINE MARGARET GUNTON
Name of attorney (print)

Signing on behalf of **EnergyAustralia**

Power of attorney - Book: 4528 No: 401

Req:R302677 /Doc:DL AF408217 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:1 of 5
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Form: 13RPA
Release: 2.2
www.lands.nsw.gov.au

RESTRICTION ON TH USE OF LAND BY A PRESCRIBED AUTHOR

New South Wales
Section 88E(3) Conveyancing Act 19..

AF408217X

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

(A) **TORRENS TITLE**

11/1108591 and D/420505

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
602T	DLA Phillips Fox T: 9286 8000 201 Elizabeth Street, Sydney NSW 2000 LLPN: 123441E Reference: TJL:CLS:0479794	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
EnergyAustralia (ABN 67 505 337 385)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Kogarah Council

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

DATE 31/03/10

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

Signature of witness:
Name of witness: MATTHEW DEVLIN
Address of witness: Kogarah City Council
84 Railway Parade
Kogarah NSW 2217

Signature of authorised officer:
Name of authorised officer: GEORGE ANDONOSKI
Position of authorised officer: MANAGER PLANNING & DEVELOPMENT

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

Signature of witness:
Name of witness: BRIDGET ANNE THOMSON
Address of witness: 570 GEORGE ST. SYDNEY 2000 NSW

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

Signature of attorney:
Attorney's name: KATHERINE MARGARET GUNTON
Signing on behalf of: ENERGYAUSTRALIA
Power of attorney-Book: ~~4250~~ 4528
No.: 401

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

Signature of witness:
Name of witness:
Address of witeess:

Signature of N.A.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0807

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

Req:R302677 /Doc:DL AF408217 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:06-Aug-2021 12:41 /Seq:2 of 5
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DLA PHILLIPS FOX

THIS IS ANNEXURE 'A' REFERRED TO IN THE RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY BETWEEN ENERGYAUSTRALIA (AS REGISTERED PROPRIETOR) AND KOGARAH COUNCIL (AS PRESCRIBED AUTHORITY) IN RESPECT OF FOLIO IDENTIFIER 11/1108591 and FOLIO IDENTIFIER D/420505

DATED: 31 March 2010

Restrictions on Use of Land for On-site Stormwater Management Systems

1 The Registered Proprietor shall not make or permit or suffer the making of any alterations to any System which is constructed on the Burdened Land without the prior consent in writing of Council ('**Restriction**'), such consent not to be withheld where the carrying out of such alterations is required:

(a) to remedy or prevent a breach of any Law or Code in respect of the Electricity Works located on the Burdened Land; or

(b) to allow the Registered Proprietor to comply with its obligations in its capacity as a Network Operator.

2 The expression '**System**' shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to manage stormwater quantity or quality including the temporary detention or permanent retention of stormwater storages.

3 Nothing in this restriction on use is to be construed as affecting any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the Registered Proprietor may have under the Electricity Supply Act or a Code.

4 Nothing in this restriction on use is intended to, or does, constitute any fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code. If, contrary to the operation of this clause, any provision of this restriction on use is held by a court of competent jurisdiction to constitute a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, then:

(a) Council will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied; and

Executed by Kogarah Council	**Executed by EnergyAustralia**

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(b) in the event that subclause 4(b) cannot be achieved without giving rise to a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, the relevant provision is to be severed and the remainder of this restriction on use has full force and effect.

5 The name of the Authority having the power to release, vary or modify this restriction on use is Council.

6 For the purposes of this restriction on use:

'Burdened Land' means the land burdened by this restriction on use.

'Code' means any code, standard, policy or guideline regulating the operation and maintenance of electricity works or electricity network, a Network Operator or the supply of electricity by the Registered Proprietor from time to time including the Registered Proprietor's own codes, standards, policies or guidelines.

'Council' means Kogarah Council.

'Electricity Supply Act' means the *Electricity Supply Act 1995 (NSW)* as amended from time to time and any re-enactment or subordinate legislation or regulations issued under that act.

'Electricity Works' has the same meaning it has in the Electricity Supply Act, being any electricity power lines or associated equipment or electricity structures that form part of a transmission or distribution system (as those terms are defined in the Electricity Supply Act).

'Law' includes any requirement of any statute, rule, regulation, proclamation, ordinance, present or future, and whether state, federal or otherwise and includes the Electricity Supply Act.

'Network Operator' has the same meaning it has in the Electricity Supply Act.

Executed by Kogarah Council	**Executed by EnergyAustralia**

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'**System**' means the on-site stormwater management system constructed on the Burdened Land as detailed on drawing number 183516 prepared by Kann Finch Group dated 20 July 2007 and approved by Kogarah Council in conjunction with Development Consent number 347/07.

'**Registered Proprietor**' means the registered proprietor of the Burdened Land.

Executed by Kogarah Council	**Executed by EnergyAustralia**

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DLA PHILLIPS FOX

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

.....
Signature of witness

MATTHEW DEANE
Name of witness (print)

KOGARAH CITY COUNCIL
Address of witness (print)
84 Railway Parade
KOGARAH NSW 2217

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

.....
Signature of authorised officer

GEORGE ANDONOSKI
Authorised officer's name

Signing on behalf of **Kogarah Council**

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

.....
Signature of witness

BRIDGET DUNNE THOMSON
Name of witness (print)

52 GEORGE ST
Address of witness (print)
SYDNEY 2000 NSW

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

.....
Signature of attorney

KATHERINE MARGARET GUNTON.
Name of attorney (print)

Signing on behalf of **EnergyAustralia**

Power of attorney - Book: 4528 No: 401

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 6 June 2018 at 13:53)

Schedule 2

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note.

This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

Note.

This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 Obstruction of common property

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

Note.

This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

Note.

This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5 Damage to common property

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

Note.

This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

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

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note.
This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 Behaviour of owners and occupiers

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

Note.
This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

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

Note.
This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 Behaviour of invitees

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

Note.
This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

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

Note.
This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

Note.
This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

Note.
This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

Note.
This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 Moving furniture and other objects on or through common property

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

Note.
This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14 Floor coverings

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

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note.
This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note.
This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note.
This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note.
This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note.
This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 Change in use of lot to be notified

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

GEORGES RIVER COUNCIL

PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2) and 10.7(5)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Our Reference:	**PL2021/3004**
Your Reference:	**592 Bisset**
Date of Issue:	**06/08/2021**

Open House Conveyancing
Po Box 5333
WOLLONGONG NSW 2520

Property Number:	**83058**
Property Address:	**408/3 Blake Street KOGARAH NSW 2217**
Legal Description:	**Lot 151 SP 97728**

This planning certificate should be read in conjunction with the relevant Local Environmental Plan listed under Names of Relevant Planning Instruments and DCPs. This is available on the NSW legislation website at www.legislation.nsw.gov.au

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in Council's records as being situated at the street address described on page 1 of this certificate.

It is the applicant's responsibility to confirm that the legal description of the lot to which the application relates is accurate and current. Council does not check the accuracy or currency of the information; nor does Council have the copyright to this information.

The legal description of land is obtained from NSW Land and Property Information. Applicants must verify all property and lot information with NSW Land and Property Information.

The information contained in this certificate relates only to the lot described on page 1 of this certificate.

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

This certificate is provided pursuant to Section 10.7(2) and 10.7(5) of the Act. At the date of this certificate, the subject land may be affected by the following matters.

1. Names of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

The following environmental planning instruments apply to the carrying out of development on the land:

Local Environmental Plans

Kogarah Local Environmental Plan 2012

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

- SEPP No. 19 - Bushland in Urban Areas
- SEPP No. 21 - Caravan Parks
- SEPP No. 33 - Hazardous and Offensive Development
- SEPP No. 50 - Canal Estate Development
- SEPP No. 55 - Remediation of Land
- SEPP No. 64 - Advertising and Signage
- SEPP No. 65 - Design Quality of Residential Apartment Development
- SEPP No. 70 - Affordable Housing (Revised Schemes)
- SEPP (Housing for Seniors or People with a Disability) 2004
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (State Significant Precincts) 2005
- SEPP (Mining, Petroleum Production and Extraction Industries) 2007
- SEPP (Infrastructure) 2007
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Affordable Rental Housing) 2009
- SEPP (State and Regional Development) 2011
- SEPP (Education Establishments and Child Care Facilities) 2017
- SEPP (Vegetation in non-rural areas) 2017

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following proposed environmental planning instruments that have been the subject of community consultation or on public exhibition under the Act, apply to the carrying out of development on the land:

On 27 October 2017, the NSW Department of Planning and Environment placed the proposal to repeal State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007 on community consultation.

On 31 October 2017, the NSW Department of Planning and Environment placed the draft SEPP (Environment) on community consultation.

On 20 June 2018, the NSW Department of Planning and Environment placed an amendment to the SEPP (Exempt and Complying Development Codes) 2008 on community consultation.

On 5 October 2018, the NSW Department of Planning and Environment placed an amendment to SEPP (Exempt and Complying Development Codes) 2008 and Standard Instrument Order 2006 in order to provide for short-term rental accommodation in NSW.

On 30 November 2018, the NSW Department of Planning and Environment placed an amendment to SEPP 70 – Affordable Housing (Revised Schemes) on community consultation.

On 14 January 2019, the NSW Department of Planning and Environment placed on community consultation proposed amendments to a number of SEPPs that will replace the existing references to Planning for Bush Fire Protection (PBP) or associated publications with a reference to the new edition of PBP or the relevant publication. Additional amendments are also proposed in some cases to ensure that the relevant provisions are consistent with the new edition of PBP. The SEPPs to be amended are:

- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Kurnell Peninsula) 1989
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

The Planning Proposal for the Georges River Local Environmental Plan 2020 was placed on community consultation from 1 April 2020 to 31 May 2020 (inclusive). The Planning Proposal seeks to harmonise the existing Hurstville Local Environmental Plan 1994, Hurstville Local Environmental Plan 2012 and Kogarah Local Environmental Plan 2012 through the preparation of a new principal Local Environmental Plan for the Georges

River LGA. The proposed Georges River Local Environmental Plan 2020 comprises of amendments to the following planning controls:

- Aims of the Plan
- Land use zones
- Zone objectives
- Land use tables
- Temporary use of land
- Exempt and complying development
- Development standards
- Land acquisition
- Miscellaneous provisions
- Miscellaneous permissible uses
- Additional local provisions
- Schedules:
  - Schedule 1 Additional permitted uses
  - Schedule 2 Exempt development
  - Schedule 3 Complying development
  - Schedule 4 Classification and reclassification of public land
  - Schedule 5 Environmental heritage

The outcomes of community consultation and the amendments proposed to finalise the Planning Proposal were considered by the Georges River Local Planning Panel, as the delegate of the Georges River Council, at its meeting held on 25 and 26 June 2020. The Panel resolved to endorse a number of variations to the exhibited Planning Proposal and to forward the amended Planning Proposal to the Department of Planning, Industry and Environment for gazettal in accordance with Section 3.36 of the Environmental Planning and Assessment Act 1979. The resolution of the Panel is attached as **Appendix 1** to this certificate. It is also available on the Local Planning Panel webpage on Council's website: https://www.georgesriver.nsw.gov.au/Development/Development-Applications/Local-Planning-Panel-(LPP)

The Planning Proposal (known as LEP21) was placed on community consultation from 20 January to 17 February 2021. Draft LEP21 proposes to:

- For manor house and multi dwelling housing (terraces) developments – require a minimum lot size of 800sqm for development applications and complying developments;
- For manor house developments – require a minimum lot width of 18m for development applications only;
- For multi dwelling housing (terraces) – require a minimum lot width of 21m for development applications only;
- Rezone land in the Narwee housing investigation area from R2 Low Density Residential to R3 Medium Density Residential and R4 High Density Residential to create capacity for additional housing;
- Ensure sensitive use developments as defined under the Hazardous Industry Planning Advisory Paper No.4 are restricted on Nos. 1, 3, 5, 7, 9, 11 and 13 Berrille Road, Narwee;
- Rectify existing mapping inconsistencies at 33 Dora Street, Hurstville and 199 Rocky Point Road, Ramsgate; and

- Increase the maximum building height in Hurstville – in the Hillcrest Avenue housing investigation area (being Nos. 3 to 11 Hillcrest Avenue Hurstville) from 12m to 13m, to enable residential flat building developments of four storeys.

The Planning Proposal will amend the Hurstville Local Environmental Plan 2012 and the Kogarah Local Environmental Plan 2012 (or, if gazetted, Georges River Local Environmental Plan 2020).

On 29 July 2020, the Department of Planning, Industry and Environment placed on public exhibition an Explanation of Intended Effect (EIE) for a new Housing Diversity SEPP. The new SEPP proposes to consolidate three existing, housing-related SEPPs (listed below).

The SEPPs to be amended are:
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 (Seniors SEPP)
- State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes) (SEPP 70)

The SEPP also proposes to amend the Standard Instrument – Principal Local Environmental Plan (Standard Instrument LEP) by introducing new definitions for build-to-rent housing, student housing and co-living developments.

The EIE was on exhibition from 29 July 2020 - 9 September 2020.

On 26 February 2021, the Department of Planning, Industry and Environment (DPIE) placed on public exhibition an Explanation of Intended Effect (EIE) for the proposed Design and Place State Environmental Policy (SEPP). The new SEPP proposes to repeal and replace the following existing SEPPs:
- State Environmental Planning Policy No. 65 (Design Quality of Residential Apartment Development) 2002; and
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

The SEPP also proposes to make the following changes to design policies and guides:
- Revise the Apartment Design Guide (ADG);
- Introduce a new Urban Design Guide (UDG); and
- Prepare a new Design Review Guide.

The EIE was on exhibition from 26 February 2021 - 28 April 2021.

On 31 March 2021, the Department of Planning, Industry and Environment (DPIE) placed on public exhibition an Explanation of Intended Effect (EIE) for the review of clause 4.6 of the Standard Instrument LEP (Exceptions to development standards) to improve the way this clause operates and provide certainty to councils and industry.

The EIE also seeks feedback on proposed measures to increase transparency, accountability and probity by strengthening council reporting requirements on variation decisions, in line with ICAC recommendations.

The Environmental Planning and Assessment Regulation 2000 will be amended to include the current requirements to fulfill procedural and reporting requirements when

development standards are varied, including Council's publishing reasons for granting or refusing a variation request on the NSW Planning Portal.

The EIE was on exhibition from 31 March - 12 May 2021.

On 1 April 2021, the Department of Planning, Industry and Environment (DPIE) placed on public exhibition an Explanation of Intended Effect (EIE) for proposed reforms to the Codes SEPP through Building Business Back Better. The reforms propose the following four key areas:

1. Enabling land use and business agility for retail, commercial and industrial development reducing barriers in utilising existing space.
2. Optimising opportunities for industrial and commercial development.
3. Neighbourhood centre activation, strengthening our increasingly important local networks.
4. Streamlining the delivery of data centres to support networks.

The EIE was on exhibition from 1 April 2021 - 9 May 2021.

On 25 May 2021, the Department of Planning, Industry and Environment (DPIE) placed on public exhibition a draft employment zones reform framework under the *Standard Instrument Principal Local Environmental Plan (2006)*.

The proposed framework is an entirely new employment zones framework consisting of:

- Five new employment zones:
    - E1 Local Centre
    - E2 Commercial Centre
    - E3 Productivity Support
    - E4 General Industrial
    - E5 Heavy Industrial
- Three further zones to accommodate land uses in existing B or IN zones that are not primarily productivity related:
    - MU Mixed Use
    - SP4 Local Enterprise
    - W4 Working Foreshore

Other supporting documents on exhibition include a Draft Standard Instrument Principal LEP Amendment Order, Employment Zones Implementation Plan and Proposed Land Use Matrix.

The proposed employment zones framework is on public exhibition until 30 June 2021. On 31 July 2021, the Department of Planning, Industry and Environment (DPIE) placed on public exhibition the new Housing SEPP which will:

- consolidate five existing housing-related SEPPs:
- State Environmental Planning Policy (Affordable Rental Housing) 2009 (ARHSEPP);
- State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 (Seniors SEPP);

- State Environmental Planning Policy No 70 – Affordable Housing (Revised Schemes) (SEPP 70);
- State Environmental Planning Policy No 21—Caravan Parks; and
- State Environmental Planning Policy No 36—Manufactured Home Estates.
- include the recently made provisions for short term rental accommodation and build-to-rent housing;
- include the recently updated social housing provisions;
- introduce provisions for co-living housing, a form of housing that provides small private rooms (which may or may not include private kitchen and bathroom facilities), offset by access to managed communal spaces;
- incorporate amendments to boarding house and seniors housing provisions;
- amend some local environmental plans in relation to secondary dwellings in rural zones, and the permissibility of boarding houses in R2 zones.

A Housing SEPP consultation draft has been prepared to provide all stakeholders the opportunity to provide feedback on new and amended planning provisions prior to the making of the Housing SEPP. The Housing SEPP consultation draft does not include the caravan park and manufactured home estate provisions, nor provisions from phases one and two (LAHC social and affordable housing provisions, and build-to-rent) as a review of these provisions will be undertaken as part of a broader review, 24 months after the Housing SEPP is made. The consultation draft also does not include the short-term rental accommodation provisions which are due to take effect on 1 November 2021. However, these provisions will be included in the Housing SEPP when it is finalised.

The Housing SEPP is on consultation until 29 August 2021.

On 31 July 2021, the Department of Planning, Industry and Environment (DPIE) placed on public exhibition the new Housing SEPP which will:

- consolidate five existing housing-related SEPPs:
- State Environmental Planning Policy (Affordable Rental Housing) 2009 (ARHSEPP);
- State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004 (Seniors SEPP);
- State Environmental Planning Policy No 70 – Affordable Housing (Revised Schemes) (SEPP 70);
- State Environmental Planning Policy No 21—Caravan Parks; and
- State Environmental Planning Policy No 36—Manufactured Home Estates.
- include the recently made provisions for short term rental accommodation and build-to-rent housing;
- include the recently updated social housing provisions;
- introduce provisions for co-living housing, a form of housing that provides small private rooms (which may or may not include private kitchen and bathroom facilities), offset by access to managed communal spaces;
- incorporate amendments to boarding house and seniors housing provisions;
- amend some local environmental plans in relation to secondary dwellings in rural zones, and the permissibility of boarding houses in R2 zones.

A Housing SEPP consultation draft has been prepared to provide all stakeholders the opportunity to provide feedback on new and amended planning provisions prior to the

making of the Housing SEPP. The Housing SEPP consultation draft does not include the caravan park and manufactured home estate provisions, nor provisions from phases one and two (LAHC social and affordable housing provisions, and build-to-rent) as a review of these provisions will be undertaken as part of a broader review, 24 months after the Housing SEPP is made. The consultation draft also does not include the short-term rental accommodation provisions which are due to take effect on 1 November 2021. However, these provisions will be included in the Housing SEPP when it is finalised.

The Housing SEPP is on consultation until 29 August 2021.

(3) The name of each development control plan that applies to the carrying out of development on the land:

The following development control plans apply to the carrying out of development on the land:

Kogarah Development Control Plan 2013.

NOTE: Council has prepared a new Development Control Plan to replace the Kogarah Development Control Plan 2013 and the Hurstville Development Control Plan No. 1. The draft Georges River DCP 2020 was on public exhibition from 21 October to 27 November 2020.

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described).

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,

(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

(d) the purposes for which the instrument provides that development is prohibited within the zone,

Zone B4 Mixed Use under Kogarah Local Environmental Plan 2012

2 Permitted without consent

Nil

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited
Caravan parks; Dwelling houses; Eco-tourist facilities; Electricity generating works; General industries; Heavy industrial storage establishments; Heavy industries; Home occupations (sex services); Pond-based aquaculture; Resource recovery facilities; Secondary dwellings; Transport depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities

Zone SP2 Infrastructure under Kogarah Local Environmental Plan 2012

2 Permitted without consent
Nil

3 Permitted with consent
Aquaculture; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Depots; Environmental facilities; Environmental protection works; Markets; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Signage; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

4 Prohibited
Any development not specified in item 2 or 3

Zone and land uses under the draft Georges River LEP 2020

Zone B4 Mixed Use

2 Permitted without consent

Home occupations.

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Marinas; Mooring pens; Moorings; Multi dwelling housing; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential flat buildings; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Sewerage systems; Sex services premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies.

(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,

There are no development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house under the Kogarah Local Environmental Plan 2012.

Draft Georges River Local Environmental Plan 2020

There are no development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house under the Draft Georges River Local Environmental Plan 2020.

(f) whether the land includes or comprises critical habitat,

The land does not include or comprise critical habitat under any environmental planning instrument.

Draft Georges River Local Environmental Plan 2020

The land does not include or comprise critical habitat under the draft Georges River Local Environmental Plan 2020.

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

The land is not located within a conservation area under the provisions of Kogarah Local

Environmental Plan 2012.

Draft Georges River Local Environmental Plan 2020

The land is not located within a conservation area under the provisions of the Draft Georges River Local Environmental Plan 2020.

(h) whether an item of environmental heritage (however described) is situated on the land.

The land does not contain a heritage item under the provisions of *Kogarah Local Environmental Plan 2012*.

Draft Georges River Local Environmental Plan 2020

The land does not contain a heritage item under the provisions of Draft Georges River Local Environmental Plan 2020.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:
(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2(a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

The State Environmental Planning Policy (Sydney Region Growth Centres) 2006 does not identify land within the Georges River Local Government Area as a growth centre and therefore the policy does not apply.

3. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the Council does not have sufficient information to ascertain the extent to which

complying development may or may not be carried out on that land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development under the Housing Code may not be carried out on the land. The land is either wholly or partially affected by specific land exemptions:

- The land is reserved for a public purpose in an environmental planning instrument. Please consult the Land Zoning Map and Land Reservation Acquisition Map of the Hurstville Local Environmental Plan 2012 or the Land Zoning Map and Land Reservation Acquisition Map of the Kogarah Local Environmental Plan 2012 to confirm the extent to which complying development may or may not be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check ANEF contour the land is located within.

Housing Code under Draft Georges River Local Environmental Plan 2020

Complying development under the Housing Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check ANEF contour the land is located within.
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Rural Housing Code
Complying development under the Rural Housing Code does not apply as the land is not zoned RU1 Primary Production, RU2 Rural Landscape, RU3 Forestry, RU4 Primary Production Small Lots, RU6 Transition and R5 Large Lot Residential.

Low Rise Housing Diversity Code
Complying development under the Low Rise Housing Diversity Code may not be carried out on the land. The land is either wholly or partially affected by specific land exemptions:

- The land is reserved for a public purpose in an environmental planning instrument. Please consult the Land Zoning Map and Land Reservation Acquisition Map of the Hurstville Local Environmental Plan 2012 or the Land Zoning Map and Land Reservation Acquisition Map of the Kogarah Local Environmental Plan 2012 to confirm the extent to which complying development may or may not be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check ANEF contour the land is located within.

Low Rise Housing Diversity Code under Draft Georges River Local Environmental Plan 2020

Complying development under the Low Rise Housing Diversity Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check ANEF contour the land is located within.

Inland Code

Complying development under the Inland Code does not apply to Georges River Council Local Government Area.

Greenfield Housing Code

Complying development under the Greenfield Housing Code does not apply to Georges River Council Local Government Area.

Housing Alterations Code

Complying development under the Housing Alterations Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check ANEF contour the land is located within.

Housing Alterations Code under Draft Georges River Local Environmental Plan 2020

Complying development under the Housing Alterations Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check the ANEF contour the land is located within.

General Development Code
Complying development under the General Development Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check the ANEF contour the land is located within.

General Development Code under Draft Georges River Local Environmental Plan 2020
Complying development under the General Development Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction.

Please check the ANEF contour the land is located within.

Commercial and Industrial Alterations Code
Complying development under the Commercial and Industrial Alterations Code may be carried out on the land.

Commercial and Industrial Alterations Code under Draft Georges River Local Environmental Plan 2020
Complying development under the Commercial and Industrial Alterations Code may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code
Complying development under the Commercial and Industrial (New Buildings and Alterations) Code may not be carried out on the land. The land is either wholly or partially affected by specific land exemptions:

- The land is reserved for a public purpose in an environmental planning instrument. Please consult the Land Zoning Map and Land Reservation Acquisition Map of the Hurstville Local Environmental Plan 2012 or the Land Zoning Map and Land Reservation Acquisition Map of the Kogarah Local Environmental Plan 2012 to confirm the extent to which complying development may or may not be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code under Draft Georges River Local Environmental Plan 2020

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land.

Container Recycling Facilities Code
Complying development under the Container Recycling Facilities Code may be carried out on the land.

Container Recycling Facilities Code under Draft Georges River Local Environmental Plan 2020
Complying development under the Container Recycling Facilities Code may be carried out on the land.

Subdivision Code
Complying development under the Subdivision Code may be carried out on the land.

Subdivision Code under Draft Georges River Local Environmental Plan 2020
Complying development under the Subdivisions Code may be carried out on the land.

Demolition Code
Complying development under the Demolition Code may be carried out on the land.

Demolition Code under Draft Georges River Local Environmental Plan 2020
Complying development under the Demolition Code may be carried out on the land.

Fire Safety Code
Complying development under the Fire Safety Code may be carried out on the land.

Fire Safety Code under Draft Georges River Local Environmental Plan 2020
Complying development under the Fire Safety Code may be carried out on the land.

Disclaimer: The information above addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3), and (4), 1.18(1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

NOTE: Council does not have sufficient information to ascertain the extent to which complying development under the Codes may be carried out on the land. A restriction to

carrying out complying development applies to the land, but may not apply to all of the land.

4. Coastal Protection – Repealed (03/04/2018)

4A. Coastal Protection– Repealed (03/04/2018)

4B Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993".

No, according to Council's records the owner (or previous owner) of the land has not consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 553B of the LG Act 1993).

5. Mine subsidence

Whether or not the land is proclaimed to be mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act, 1961

The land is not in an area proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a)Division 2 of Part 3 of the Roads Act 1993?

The land is not affected by road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

(b) any environmental planning instrument?

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

(c) any resolution of the Council?

The land is not affected by any road widening or road realignment under any resolution of the Council.

7. Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:
(a) adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

The property is affected by the following Council policies:

Airspace operations - The objective of this clause is to protect airspace around airports. (Refer Clause 6.9, Hurstville Local Environmental Plan 2012 or Clause 6.5, Kogarah Local Environmental Plan 2012).

Aircraft noise - the property is affected by Clause 6.6 Development in areas subject to aircraft noise of the Kogarah Local Environmental Plan 2012.
Water management - the property is affected by the Kogarah Water Management Policy 2006.
Contaminated land - the property is affected by the Kogarah Contaminated Land Policy 2009.

Draft Georges River Local Environmental Plan 2020

Airspace operations - The objective of this clause is to protect airspace around airports. (Refer Clause 6.8, Draft Georges River Local Environmental Plan 2020).

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk (other than flooding)?
Council has not been notified of any policies adopted by other public authorities that restricts development of this land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

7A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No. Council has not yet adopted a risk management plan to categorise the flood risk associated with development of the land or part of the land. **Note:** Studies may be undertaken in the future that categorise the flood risk. It should be noted that any development of the land or part of the land will be assessed on merit and as such site specific controls may apply. For more information contact Council's Drainage Section on

9330 6400.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No. Council has not yet adopted a risk management plan to categorise the flood risk associated with development of the land or part of the land. **Note:** Studies may be undertaken in the future that categorise the flood risk. It should be noted that any development of the land or part of the land will be assessed on merit and as such site specific controls may apply. For more information contact Council's Drainage Section on 9330 6400.

Note 1: In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

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

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

Note 2: The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1, makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Draft Georges River Local Environmental Plan 2020

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1, makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contributions plans

The name of each contribution plan applying to the land:

Section 94 Contribution Plan No. 1 - Road and Traffic Management.
Section 94 Contribution Plan No. 5 - Open Space.
Section 94 Contribution Plan No. 8 - Kogarah Town Centre.
Section 94 Contribution Plan No. 9 - Kogarah Libraries.

Georges River Council Section 94A Contributions Plan 2017.

9A Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

Note. *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

Council has not been notified by the NSW Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016.*

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note. *Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.*

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

Council has not been notified by the Local Land Services that the land contains a set aside area nor is the land registered in the public register under section 60ZC of the Local Land Services Act 2013.

11. Bush fire prone land

If any of the land is bushfire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.
If none of the land is bush fire prone land, a statement to that effect.
The Land is not shown to be bushfire prone land in Council records.

12. Property Vegetation Plans

If the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The provisions of the *Native Vegetation Act 2003*, do not apply to the Georges River Council area.

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).
The Council has not been notified of an order under the Act in respect of tree(s) on the land.
Council has not verified whether any order has been made of which it has not been notified. The applicant should make its own enquiries in this regard if this is a matter of concern.

14. Directions under Part 3A

If there is direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect, a statement to that effect identifying the provision that does not have effect.
There is no direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979.*.

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

(a) a statement of whether there is a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(i) the period for which the certificate is current, and
(ii) that a copy may be obtained from the head office of the Department, and

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

(a) Council is not aware of the issue of any current Site Compatibility Certificate (Seniors Housing) in respect of proposed development on the land.

(b) No terms of a kind referred to in Clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, have been imposed as a condition of consent to a Development Application granted after 11 October 2007 in respect of the land.

16. Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate is to include:

(a) The period for which the certificate is current, and
(b) That a copy may be obtained from the head office of the Department.

Council is not aware of the issue of any valid Site Compatibility Certificate (Infrastructure), in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

(1) A Statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) The period for which the certificate is current, and
(b) That a copy may be obtained from the head office of the Department of Planning.

(2) A statement setting out any terms of a kind referred to in Clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(1) Council is not aware of the issue of any current Site Compatibility Certificate (Affordable Rental Housing), in respect of proposed development on the land.

(2) No terms of a kind referred to in Clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, have been imposed as a condition of consent to a Development Application in respect of the land.

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

There is no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

(2) The date of any subdivision order that applies to the land.

There is no subdivision order applying to the land.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. Site Verification Certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

(a) the matter certified by the certificate, and

***Note:** A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.*

(b) The date on which the certificates ceases to be current (if any), and
(c) That a copy may be obtained from the head office of the Department of Planning and Infrastructure.

There are no current site verification certificates applying to the subject land.

20. Loose-fill asbestos insulation

A statement if the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading.

The land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

21. Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

Council is not aware of any affected building notice in force in respect of the land

(2) A statement of:
(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with.

Council is not aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

Council is not aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

(3) In this clause:
affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.
building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Any Other Prescribed Matter

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued?
The land has not been identified as significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environmental Protection Authority).

(b) that the land which the certificate is the subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued?
The land is not subject to a management order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

(c) that the land which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued?
The land is not the subject of an approved voluntary management proposal within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

(d) that the land which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued?

The land is not the subject of an ongoing maintenance order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

(e) that the land which the certificate relates is subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate?

Council has not been provided with a site audit statement, within the meaning of the Act, for this land.

NOTE

This information is provided pursuant to section 10.7 (2) of the Environmental Planning and Assessment (EPA) Act 1979 as prescribed by Schedule 4 of the EPA Regulations 2000 and is applicable as of the date of this certificate.

Additional matters pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979

Additional information provided pursuant to section 10.7(5) of the *Environmental Planning and Assessment Act 1979* is available upon application and payment of the prescribed fee. Advice will be provided for the following additional matters not included under Section 10.7(2) in accordance with Section 10.7(5) of the Act:

- Adjacent to a Heritage Item or Heritage Conservation Area
- State Heritage Item
- Stormwater drain
- Planning agreements
- Council studies, policies and plans

Meryl Bishop
Director - Environment and Planning

Appendix 1 – Minutes of the Georges River Local Planning Panel meeting dated 25 and 26 June 2020

Resolution

The Georges River Local Planning Panel as delegate of the Georges River Council resolves that:

1. *(a) That the Local Planning Panel notes the written and oral submissions received during the public exhibition and the public meeting held on 25 and 26 June 2020 of the Planning Proposal (PP2019/0004) for the Georges River Local Environmental Plan 2020.*

   (b) That the Local Planning Panel endorses the following variations to the Planning Proposal in response to the issues raised by written and oral submissions received during public exhibition and the public meeting held on 25 and 26 June 2020 in accordance with Section 3.35 of the Environmental Planning and Assessment Act 1979:

a. Additions to Clause 1.2 Aims of Plan to insert an aim relating to the protection, maintenance and improvement of waterway health;

b. Amendments to the objectives of the R2 Low Density Residential zone to insert separate objectives relating to a landscaped setting and urban design and built form;

c. Amendments to the objectives of the R3 Medium Density Residential zone to insert separate objectives relating a landscaped setting and urban design and built form;

d. Addition to the objectives of the IN2 Light Industrial zone to insert an objective to encourage repair, reuse, recycling, remanufacturing and reprocessing of waste;

e. Amendments to Clause 5.1 Relevant acquisition authority and the associated Land Reservation Acquisition Map which gives effect to the removal of the land identified as Lots 15, 16, 17, 18, 19 & 20, Section 4 in Deposited Plan 12082 known as Nos. 11 to 21 (inclusive) Monaro Avenue, Kingsgrove;

f. Amendments to Clause 6.6 Riparian lands and waterways to replace references to watercourses with waterways and insert a clause – Aboriginal cultural heritage values of waterways;

g. Amendments to Clause 6.7 Foreshore Scenic Protection Area, including:

I. Insert the words avoids and minimises disturbances on flora and fauna and inserts the word enhancement of native vegetation and habitat;

II. Retention of the existing Foreshore Scenic Protection Area as identified by the Hurstville Local Environmental Plan 2012 Foreshore Scenic Protection Area Map; and

III. The addition of the proposed Foreshore Scenic Protection Area as exhibited by the Planning Proposal Map entitled "Foreshore Scenic Protection Area Map" and shown in pink shading.

h. Amendments to Clause 6.11 Design excellence to:

I. Amend the waste clause to encourage the management and minimisation of waste;

II. Delete sub clause 3(b) requiring the development to be reviewed by an urban designer or a registered architect appointed from an independent panel as nominated by Georges River Council.

i. Amendments to Clause 6.13 Landscaped areas in certain residential and environmental protection zones to increase the minimum landscaped area

requirements for dual occupancies (non-FSPA) to 25% and dual occupancies (FSPA) to 30% and to ensure new developments are accompanied by increased planting and vegetation;

j. Addition of a new local provision – Clause 6.19 Tree protection and landscaping in Zones R2 and R3 subject to the following amendments:

Clause 6.19 Tree protection and landscaping in Zones R2 and R3

(1) The objective of this clause is to ensure any development undertaken on land in the R2 Low Density Residential and the R3 Medium Density Residential zones maintains and enhances the landscaped character of the neighbourhood and contributes to the tree canopy of the local government area.

(2) Before granting development consent to development on land to which this clause applies, the consent authority must consider the following —

(a) the extent to which the development integrates to protect existing trees, natural landscape feature (such as rock, outcrops, remnant bushland and natural watercourses) and a well-designed landscaped setting (such as new trees, shrubs and lawns and usable open space areas); and

(b) an assessment of the current health, condition and structure of the tree(s) on the land; and

(c) an assessment of the contribution made by the existing tree(s) on the land to the natural landscape or local character of the locality including environmental, heritage, cultural and amenity factors; and

(d) the extent to which the design of the development minimises or avoids potential conflict between trees, landscape features and structures on site and on any neighbouring property, including the affectation on existing tree canopies and root systems; and

(e) the building construction methods will minimise the impact on trees and their root systems on site and on any neighbouring property; and

(f) existing trees on the site and any adjoining land can be retained with Tree Protection Zone (TPZ) being 12 x trunk diameter (DBH) when measured at 1.4 metres from ground level. (this is the calculation of the TPZ area),

(3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied:

(a) where there are no trees on a site, one locally endemic tree reaching a mature height of 8 metres or greater is capable of being planted,

(b) when one tree is proposed to be removed, two or more advanced locally endemic species (45L pot size or greater) shall be planted or, the payment of an offset fee (per tree) calculated by an endorsed method of valuation (e.g. Thyer Method of Valuation),

(c) the site has deep soil planting areas and landscaped areas to allow for replanting of replacement trees and the creation of a landscape setting;

k. Additions to Schedule 1 Additional permitted uses comprising:

I. Insert the following allotments under Item 11 Use of certain land for a place of public worship:

a. 1142 Forest Road, Lugarno, being Lot 9, DP13473 (Lugarno Anglican Church);

b. 3A Old Forest Road, Lugarno, being Lot 18, DP13473 (Lugarno Anglican Church);

c. 3A Old Forest Road, Lugarno, being Lot 19, DP13473 (Lugarno Anglican Church); and

d. 20 River Road, Oatley, being Lot 2, Section 5, DP2297 (Oatley Gospel Church).

II. Delete the following allotments under Item 11 Use of certain land for a place of public worship and rezone to SP2 Educational Establishment and Place of Public Worship:

a. 19 Warrawee Place, Beverly Hills, being Lots 42, 43 and 44, DP13496; and

b. Addition of Item 13 Use of certain land for an office premise to ensure creative industries can be located within the industrial precincts at Penshurst Lane, Penshurst and Halstead Street, South Hurstville.

(c) That the Local Planning Panel endorses the following variations to the Planning Proposal in accordance with Section 3.35 of the Environmental Planning and Assessment Act 1979:

a. Amendment to the Land Zoning Map for 11-21 Monaro Avenue, Kingsgrove from RE1 Public Recreation to R2 Low Density Residential;

b. Amendment to the Lot Size Map for 11-21 Monaro Avenue, Kingsgrove to include a minimum lot size of 450sqm;

c. Amendment to the Height of Buildings Map for 11-21 Monaro Avenue, Kingsgrove to include a building height of 9 metres;

d. Amendment to the Floor Space Ratio Map for 11-21 Monaro Avenue, Kingsgrove to include a floor space ratio of 0.55:1 within Area 1;

e. Amendment to the Lot Size for Dual Occupancy Development Map for 11-21 Monaro Avenue, Kingsgrove to include a minimum lot size of 650sqm;

f. Amendment to the Height of Buildings Map for 33 Dora Street, Hurstville from 15 metres to 30 metres;

g. Amendment to the Floor Space Ratio Map for 360-362 Forest Road and 34 MacMahon Street, Hurstville from 3.5:1 to 6:1;

h. Amendment to the Floor Space Ratio Map for 12-16 and 26 Princes Highway, 60B Gray Street and 5 Rocky Point Road, Kogarah from no FSR to 2:1;

i. Amendment to the Lot Size for Dual Occupancy Development Map for 333-339 and 357-365 Stoney Creek Road, Kingsgrove from a 650sqm minimum lot size for dual occupancy development to no minimum lot size;

j. Amendment to the Lot Size Map for 2-16 Lime Kiln Road and 1041-1041C Forest Road, Lugarno from a 700sqm minimum lot size to no minimum lot size;

k. Amendment to the Lot Size for Dual Occupancy Development Map for 2-16 Lime Kiln Road and 1041-1041C Forest Road, Lugarno from a 1000sqm minimum lot size for dual occupancy development to no minimum lot size;

l. Amendment to the Lot Size Map for 29A Jacques Avenue, Peakhurst from an 800sqm minimum lot size to no minimum lot size;

m. Amendment to the Lot Size for Dual Occupancy Development Map for 29A Jacques Avenue, Peakhurst from a 650sqm minimum lot size for dual occupancy development to no minimum lot size;

n. Amendment to the Floor Space Ratio Map for 29A Jacques Avenue, Peakhurst from 0.7:1 to no maximum floor space ratio;

o. Amendment to the Height of Buildings Map for 29A Jacques Avenue, Peakhurst from 9 metres to no maximum height;

p. Amendment to the Height of Buildings Map for 199 Rocky Point Road, Ramsgate from 15 metres and 21 metres to 21 metres; and

q. Amendment to the Floor Space Ratio Map for 199 Rocky Point Road, Ramsgate from 2.5:1 and 1.5:1 to 2.5:1.

(d) That the Local Planning Panel endorses the amended Planning Proposal to be forwarded to the Department of Planning, Industry and Environment for gazettal in accordance with Section 3.36 of the Environmental Planning and Assessment Act 1979.

(e) That the Local Planning Panel endorses the General Manager or delegate to make minor modifications to any numerical, typographical, interpretation and formatting errors, if required, in the finalisation of the Planning Proposal to be forwarded in accordance with (d) above.

(f) That all persons who made a written and/or oral submission to the Planning Proposal and owners of the properties affected by the mapping errors in the Addendum report be advised of the Local Planning Panel's decision.

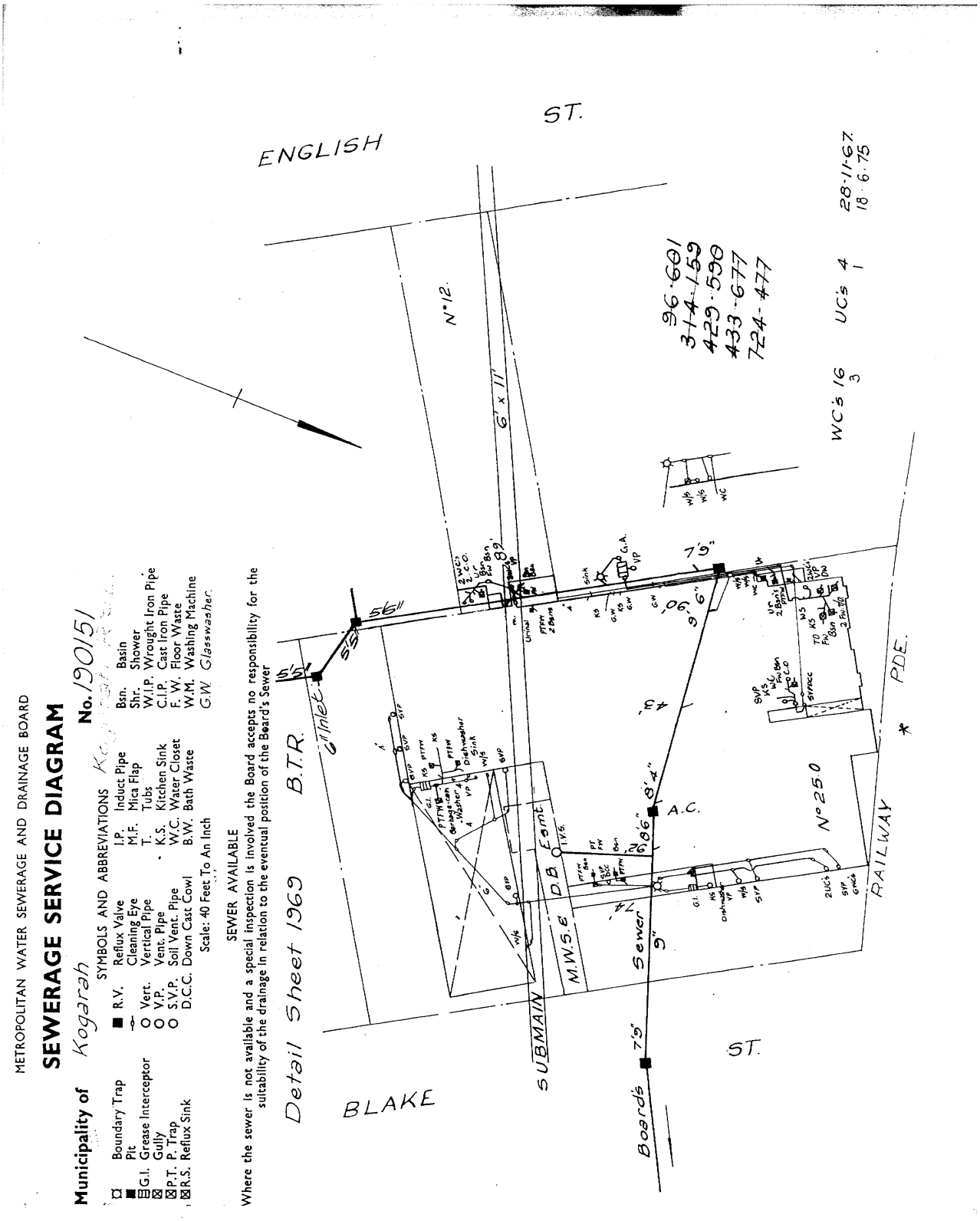
2. The Panel recommends that Council as part of the preparation of the draft Local Environmental Plan in 2021/2022, further define the role, mapped extent and zoning of Foreshore Scenic Protection Areas, in both the former Hurstville and Kogarah Local Government Areas, having regard to those properties and ridge lines visible to and from the Georges River and its tributaries, and associated environmental protection applying to those areas in order to better reflect the objectives of Clause 6.7 of the Georges River Local Environmental Plan 2020. This may include the consideration of additional environmental protection zones or modifications of the Foreshore Scenic Protection Area.

3. The Panel notes the existing need for additional open space in the northern portion of the Local Government Area and encourages the Council to continue to pursue and investigate all opportunities to provide such open space including the provision of additional land in the vicinity of Peter Low Reserve as part of the preparation of the draft Local Environmental Plan in 2021/2022.

4. The Panel also notes and duly acknowledges the high quality of the strategy research work by Council's staff to integrate (and harmonise) the controls set out in the environmental planning instruments of the former Kogarah and Hurstville Councils. This resulted in the comprehensive analysis and reporting across a range of diverse topics including a significant amount of assessment of the community comments and submissions through the challenges of the COVID-19 pandemic. Through these efforts, the Panel's task of having a full appreciation of the community's expectations was clear and concise. Moreover, the Panel's decision to retain (and expand) the Foreshore Scenic Protection Area (FSPA) boundaries was not due to draft Georges River Local Environmental Plan 2020's recommendation being unreasonable or unfounded, but rather the Panel's ultimate interpretation that the FSPA objectives which had broadened and which was a compelling factor to require a more comprehensive assessment of the landscape, vegetation and fauna habitats to address the broader objectives of FSPA in any future review of the area's boundaries.

Sewer Service Diagram

Application Number: 8000948761

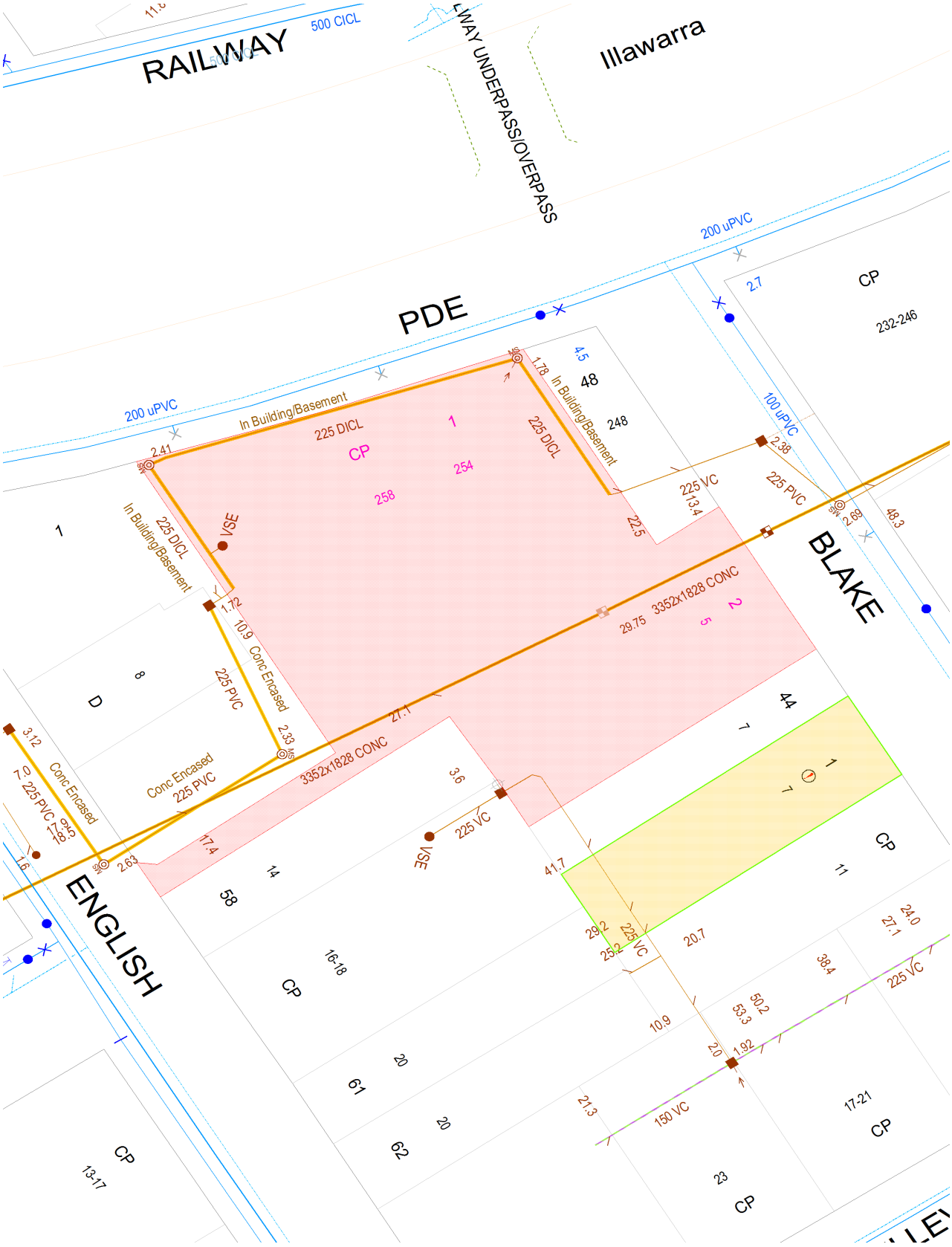


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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print

Application Number: 8000948760



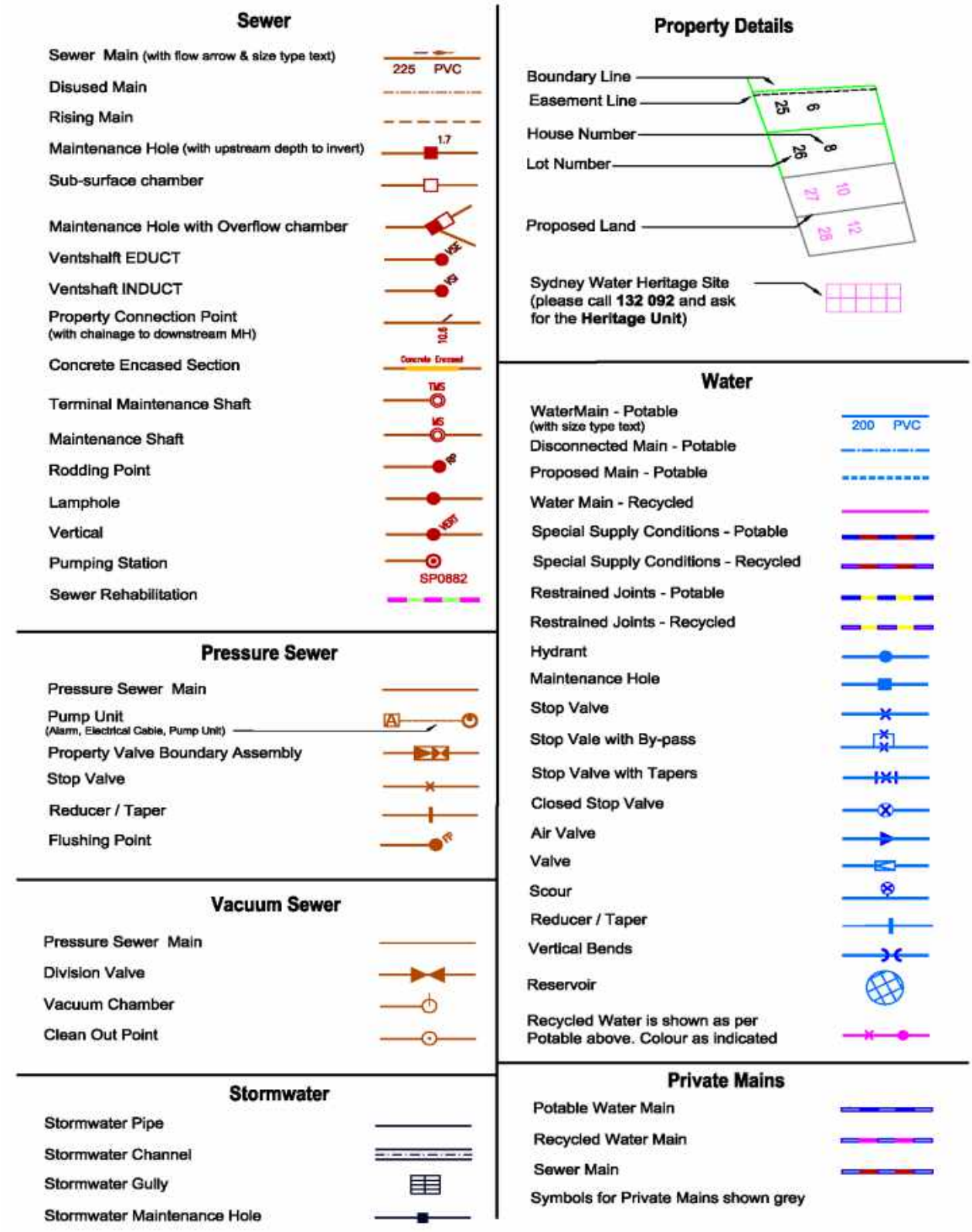
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Asset Information

Legend



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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
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REAL ESTATE INSTITUTE OF NEW SOUTH WALES

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

belle PROPERTY ST GEORGE

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the ***Agreement***).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on 18 / 12 / 2020 **at** Kogarah **Between**

Landlord *[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Landlord 1 Name: Tane Bisset A.B.N. (if applicable):

Landlord telephone number or other contact details: 0423060970

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Landlord 2 Name: A.B.N. (if applicable):

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert business address or residential address of landlord(s)]

2 Montgomery St Kogarah NSW 2217

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Tenant *[Insert name of tenant(s) and contact details]*

Tenant 1 Name Brendan Patrick O Neill

Phone 0499280862 Email brendon.oneill83@gmail.com

Tenant 2 Name

Phone Email

Tenant 3 Name

Phone Email

Tenant 4 Name

Phone Email

Landlord's agent details *[Insert name of landlord's agent (if any) and contact details]*

Licensee Montgomery Real Estate (NSW) Pty Ltd

Trading as Belle Property St George A.B.N. 47 759 596 393

Address 2 Montgomery Street

KOGARAH, NSW Postcode 2217

Phone 02 9588 3455 Fax Mobile Email admin.stgeorge@belleproperty.com

Tenant's agent details *[Insert name of tenant's agent (if any) and contact details]*

Name/s A.B.N.

Address

Postcode

Phone Fax Mobile Email

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RESIDENTIAL TENANCY AGREEMENT

Term of agreement

The term of this agreement is:

- [x] 6 months
- [ ] 12 months
- [ ] 2 years
- [ ] 3 years
- [ ] 5 years
- [ ] Other (please specify):
- [ ] Periodic (no end date)

starting on 26 /12 /2020 and ending on 25 /06 /2021 *[Cross out if not applicable]*

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.

Residential Premises

The residential premises are *[Insert address]*

Address B 408/3 Blake Street

Suburb KOGARAH State NSW Postcode 2217

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

carspace

The residential premises **do not include**: *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

nil

Rent

The rent is $ 400.00 per week payable in advance starting on 26 /12 /2020 .

Note. Under section 33 of the *Residential Tenancies Act 2010*, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) to Belle Property St George at Kogarah by ~~cash or Electronic Funds Transfer (EFT)~~, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: Paid Via BPAY Account number: Use BPAY Biller Code and BPAY Ref No

Account name: Montgomery Real Estate (NSW) Pty Ltd

Payment reference: BPAY BILLER CODE 676395 BPAY REF No 10619997 , or

(c) as follows: All Rents are to be Paid by BPAY Using the above BILLER CODE and BPAY Ref No

Note. The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

Rental bond *[cross out if there is not going to be a bond]*

A rental bond of $ lodged must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- [ ] the landlord or another person, or
- [ ] the landlord's agent, or
- [x] NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

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belle PROPERTY ST GEORGE

RESIDENTIAL TENANCY AGREEMENT

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 (two) persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs:	Quickspark	Telephone: 0418 110 152
Plumbing repairs:	Kat Plumbing	Telephone: 0434 578 239
Other repairs:	Hot Water - Australian Hot water	Telephone: 9540 3444
	Locksmith - Franks Locksmiths	Telephone: 0412 052 613

Water usage

Will the tenant be required to pay separately for water usage? ☑ Yes ☐ No If yes, see clauses 12 and 13.

Utilities

Is electricity supplied to the premises from an embedded network? ☐ Yes ☑ No

Is gas supplied to the premises from an embedded network? ☐ Yes ☑ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm

☑ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

to be advised

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

to be advised

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☐ Yes ☐ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☑ Yes ☐ No If yes, see clauses 38 and 39.

Giving notices and other documents electronically *[optional]* *[Cross out if not applicable]*

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☑ Yes ☐ No If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

admin@belleproperty.com

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☑ Yes ☐ No If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

brendan.oneill83@gmail.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The Residential Tenancies Act 2010 and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

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belle PROPERTY ST GEORGE

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential premises**".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
   - **2.1** a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
   - **2.2** a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
   - **3.1** to pay rent on time, and
   - **3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - **3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
   - **4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
   - **4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
   - **4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
   - **4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
   - **4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
   - **4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
   - **4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
   - **4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
   - **7.1** that the increased rent is payable from the day specified in the notice, and
   - **7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
   - **7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
   - **8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
   - **8.2** cease to be lawfully usable as a residence, or
   - **8.3** are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
    - **10.1** rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
    - **10.2** the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
    - **10.3** all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

      Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

      Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
    - **10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
    - **10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
    - **10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
    - **10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
    - **10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

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18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

(a) are structurally sound, and

(b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

(c) have adequate ventilation, and

(d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

(e) have adequate plumbing and drainage, and

(f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are ***urgent repairs*** are defined in the *Residential Tenancies Act 2010* and are defined as follows:

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

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21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. **The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. **The landlord and the tenant agree:**

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. The landlord agrees not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.

39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

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51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. **The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and the tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. **The landlord agrees** that the tenant may keep the following animal on the residential premises *[specify the breed, size etc]*:

ALL PETS PROHIBITED IN THE PREMISES

54. **The tenant agrees**

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

56. **The landlord and tenant:**

56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 22 / 05 / 2020 *(insert a date if the landlord and and tenant agree to this clause)* forms part of this agreement,

56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

56.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

57. Further to clauses 16 and 17 and subject to any applicable by-law, **the tenant agrees**:

57.1 to use the residential premises for residential purposes only;

57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;

57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

57.5 to wrap up and place garbage in a suitable container;

57.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;

57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

57.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;

57.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

57.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

57.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;

57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;

57.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and

57.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

58. **The tenant agrees:**

58.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

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58.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

ADDITIONAL TERM - RENT AND RENTAL BOND

59. The tenant agrees:

59.1 to pay the rent on or before the day which the term of this agreement begins; and

59.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

60. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

ADDITIONAL TERM - OCCUPANTS

61. The tenant agrees:

61.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and

61.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

62. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

63. The tenant agrees:

63.1 upon termination of this agreement, to:

(a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;

(b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and

(c) comply with its obligations in clause 18 of this agreement; and

63.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

64. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees that** an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

65. The landlord and the tenant agree that:

65.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and

65.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

66. The tenant acknowledges and agrees:

66.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

66.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;

66.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989)*, to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and

66.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

67. Unless otherwise agreed by the landlord and tenant in writing, **the tenant agrees**:

67.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;

67.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;

67.3 to keep the water level above the filter inlet at all times;

67.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;

67.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and

67.6 to ensure that the pool safety gate or access door is self-closing at all times.

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ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM
(for a fixed term of **less than 2 years**):

68. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

68.1 the rent will be increased to

$		per	
	on	/ /	; and
to $		per	
	on	/ /	; or

68.2 the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM
(for a fixed term of **2 years or more**):

69. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

69.1 the rent will be increased to

$		per	
	on	/ /	; and
to $		per	
	on	/ /	; or

69.2 the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Note: The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

70.1 a condition report which accompanies this agreement, forms part of this agreement;

70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. The tenant agrees:

71.1 to reimburse the landlord, within 30 days of being requested to do so, for:

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

72. The landlord or the landlord's agent advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

73. The tenant agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

74. The landlord gives no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

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76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

(a) identify and verify the tenant's identity;

(b) process and assess any application received in relation to the lease of the residential premises;

(c) assess the tenant's ability to meet their financial and other obligations under this agreement;

(d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;

(e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;

(f) comply with any applicable law;

(g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;

(h) negotiate the lease for the residential premises;

(i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and

(j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

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ADDITIONAL TERM - ACKNOWLEDGEMENTS

80. The landlord and tenant each acknowledge that:

80.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;

80.2 the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement; and

80.3 The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

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SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or

(b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

(a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.

(b) The tenant must take all reasonable steps to ensure that their invitees:

(i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and

(ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

(a) in an area designated as a smoking area by the landlord, or

(b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

(a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.

(b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

(a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

(b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

(a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.

(b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

(a) The tenant must:

(i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;

(ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);

(iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;

(iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;

(v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;

(vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;

(vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and

(vii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

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(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)

(a) The tenant must:

(i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;

(ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);

(iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and

(iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

(a) The tenant must notify the landlord if the tenant changes the existing use of the flat.

(b) Without limiting Special Condition 15(a), the following changes of use must be notified:

(i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and

(i) a change to the use of the flat for short-term or holiday letting.

(c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

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RESIDENTIAL TENANCY AGREEMENT

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NOTES.

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

SIGNED BY THE LANDLORD / LANDLORD'S AGENT

DocuSigned by:
Andrew Poulos
F8ADE5A1841A415...

21 December 2020

SIGN HERE

(Signature of landlord / landlord's agent) (Date)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

DocuSigned by:
Andrew Poulos
F8ADE5A1841A415...

21 December 2020

SIGN HERE

(Signature of landlord / landlord's agent) (Date)

Note: A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

SIGNED BY THE TENANT

DocuSigned by:
7A42DBA5A77D456...

SIGN HERE

(Signature of tenant) (Signature of tenant)

20 December 2020

(Date) (Date)

(Signature of tenant) (Signature of tenant)

(Date) (Date)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

DocuSigned by:
7A42DBA5A77D456...

SIGN HERE

(Signature of tenant) (Signature of tenant)

20 December 2020

(Date) (Date)

(Signature of tenant) (Signature of tenant)

(Date) (Date)

For information about your rights and obligations as a landlord or tenant, contact:

(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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March 2020

Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

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Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using Rental Bonds Online (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

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Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges **if** the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

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a maximum amount of $1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the Fair Trading website.

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

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without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- ☐ I have read the agreement and asked questions if there were things I did not understand.
- ☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- ☐ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done

or

- ☐ I have an undertaking in writing (before signing the agreement) that they will be done.

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Upfront costs

☐ I am **not** required to pay:

- more than 2 weeks rent in advance
- more than 4 weeks rent as a rental bond.

☐ I am **not** being charged for:

- the cost of preparing the tenancy agreement
- the initial supply of keys and other opening devices to each tenant named in the agreement
- being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.
- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au

fairtrading.nsw.gov.au **13 32 20**

Language assistance 13 14 50

(ask for an interpreter in your language)

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