

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent	MORTON REAL ESTATE Suite 5, 10 Wharf Crescent PYRMONT NSW 2009	P: 0447 696 425 E: ian@morton.com.au Ref: Ian Qiu
co-agent vendor	N/A CAROLINE JANE RASIAH AND PAUL ZOLTAN APATHY	
vendor's solicitor	ALC Legal Office 4, 1 Kings Cross Road, Darlinghurst, 2010 PO Box 20, Edgecliff NSW 2027	P (02) 9358 5348 E acordwell@alclegal.com.au Ref Alison Cordwell
date for completion land (address, plan details and title reference)	3 months after contract date subject to clause 15 1003/8 DISTILLERY DRIVE, PYRMONT NSW 2009 and being the whole of the land in Certificate of Title Folio Identifier 173/SP73528 and being Lot 173 Strata Plan No.73528	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space
☐ none ☐ other:
 attached copies ☒ documents in the List of Documents as marked or numbered:
☐ other documents:

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

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

buyer's agent

purchaser's co-ownership ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

deposit ☐ INVESTED ☐ not invested

guarantor name and address:
name and address:

FOR EXECUTION SEE PAGE 3A

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)
Nominated Electronic Lodgment Network (ELN) (clause 30)
Electronic transaction (clause 30)

☒ NO ☐ yes
 PEXA
☐ no ☒ YES

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 *RW* 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 (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor 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 *RW* 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):

Choices

List of Documents

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

DYNAMIC PROPERTY SERVICES

Level 25, 66-68 Goulburn Street, Sydney NSW 2000 T: 02 9267 6334 E: enquiries@dynamicproperty.com.au

3A
Execution by vendor

SIGNED by the **VENDOR** in the presence of:

Signature of Witness

Signature

Name of Witness

Execution by purchaser

SIGNED by the **PURCHASER** in the presence of:

Signature of Witness

Signature

Name of Witness

EXECUTION IF THE PURCHASER IS A CORPORATION:

EXECUTED BY _____)
ACN _____)
pursuant to section 127 of the Corporations Act)
2001

Signature

Signature

Print name

Print name

Office held

Office held

GUARANTOR/S

Signed _____ by)
in the presence of: _____)

Signature of witness

Signature

Print name of witness

Print name of signatory

Cooling-off certificate

I, _____
of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as **1003/8 DISTILLERY DRIVE, PYRMONT NSW 2009** from **CAROLINE JANE RASIAH AND PAUL ZOLTAN APATHY** as vendor to

as purchaser in order that the cooling-off period be shortened to _____ / there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that the cooling-off period under Section 66S of the *Conveyancing Act* is shortened to _____ / there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

33. Amendments to Standard Clauses

33.1 Amendments

Clauses 1 – 32 in this contract (**Standard Clauses**) are amended as follows:

(a) clause 5.2.3 is deleted and the following provision is inserted:

“5.2.3 *in any other case – within 21 days*”;

(b) in clause 7.1.1, "5%" is replaced with "0%";

(c) in clause 8.1.1, the words ", *on reasonable grounds*," are deleted;

(d) clause 8.2.2 is deleted;

(e) in clauses 10.1.8 and 10.1.9 the word ‘*substance*’ is replaced with ‘*existence*’ and the word ‘*disclosed*’ is replaced with ‘*noted*’;

(f) clause 11 is deleted;

(g) clause 14.4.2 is deleted;

(h) in clause 16.7, the words "cash (*up to \$2,000*) or" are deleted

(i) clause 16.8 is deleted;

(j) clause 16.13 of the contract is deleted and replaced by the following:

“16.13 *If the purchaser requires the vendor to complete this contract other than via PEXA and the vendor in his absolute discretion agrees to do so, then the purchaser must:*

(a) *pay to vendor’s solicitors a fee of:*

(i) *\$220 (inclusive of GST) if the location for settlement requested by the purchaser is some place in the Central Business District of Sydney; or*

(ii) *\$330 (inclusive of GST) if the location for settlement requested by the purchaser is some place outside the Central Business District of Sydney; and*

(b) *reimburse to the vendor any additional fees incurred by the vendor to any mortgagee or other person required by the vendor to be in attendance at the settlement at the location requested by the purchaser.*”;

(k) clause 19 of the contract is amended by adding the following subclause:

‘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) in clause 23.6, the words are deleted and replaced with ‘*If a contribution is not a regular contribution, the parties must adjust under clause 14.1 as if it were a regular contribution whether or not it is disclosed in this contract.*’

(m) clause 23.9 is deleted;

(n) clause 29 is deleted;

33.2 Inconsistency

In the event of any inconsistency between these special conditions and the Standard Clauses, these special conditions will prevail.

33.3 Contract binds estate

A reference to a party includes the executor(s) and administrator(s) of that party's estate.

34. Notice to complete

If either party is unable or unwilling to complete by the date for completion, the other party will be entitled at any time after the date for completion to serve a notice to complete making the time for completion essential. Such a notice must give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

35. Delays in completion

35.1 If the purchaser does not complete this purchase by the date for completion, without default by the vendor, the purchaser must pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as 8% per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the date for completion to the day on which this sale is completed.

35.2 Where the vendor is entitled to issue a notice to complete and a notice to complete is issued the purchaser will pay the vendor's additional costs of \$350 plus GST, which will be paid as an adjustment in favour of the vendor on settlement.

36. Agent

The purchaser warrants that he has not been introduced to the property or the vendor by a real estate agent (other than the vendor's agent named herein, if any) and indemnifies the vendor against any claim made by any such agent for commission together with any costs or expenses incurred by the vendor which may arise as a result of a breach of this warranty by the purchaser. This clause 36 does not merge on completion.

37. GST

The purchaser acknowledges and agrees that if the purchaser becomes liable to pay an amount under clause 13.7:

- (a) the purchaser must pay, in addition to that amount, all penalties and interest assessed by the Commissioner of Taxation in connection with that amount; and
- (b) the purchaser must pay the amount and any penalties and interest on the earliest of:
 - (i) completion;
 - (ii) payment to the vendor of any part of the price; and
 - (iii) within 14 days after the Commissioner of Taxation confirms the vendor's liability for GST in relation to this sale or any aspect of this contract,

and the parties agree that the provisions of clause 13 and this clause 37 do not merge on completion.

38. Cancelled settlement booking

If the purchaser cancels a settlement booking after vendor payment directions have issued, for each occasion, the purchaser must allow or pay to the vendor's solicitors on settlement the sum of \$165 including GST to cover the vendor's additional costs in rescheduling and preparing for settlement.

39. Requisitions on title

39.1 For the purpose of clause 5.1 the requisitions or general questions about the property or the title, the purchaser may only make requisitions on title in the form of the requisitions on title attached to this contract.

39.2 Nothing in this clause 39 prevents the purchaser from serving additional requisitions on title, provided the requisitions:

- (a) are served in accordance in clause 5.1 (as that clause is amended by clause 32.1(b);
- (b) do not deal with the same subject matters contained in the attached requisitions; and
- (c) are genuine requisitions on title.

40. Purchaser's acknowledgments and warranties

40.1 Improvements and inclusions

The purchaser acknowledges that the improvements on the property and the inclusions referred to in the particulars in this contract have been inspected by the purchaser and are being purchased in their present condition and state of repair subject to fair wear and tear, any infestation and dilapidation and the purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of the materials used in the construction of the improvements or any defect either latent or patent in those improvements or the furnishings or chattels comprised in the property.

40.2 Other matters

The purchaser represents and warrants that the purchaser:

- (a) was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the property or the view from the property or about any financial return or income to be derived from the property or anything in an advertisement or sales brochure or report) except those representations and warranties set out in this contract;
- (b) has relied entirely on its own enquires prior to entering into this contract relating to the property including, without limitation, the services supplied to or running through the property, compliance matters and all environmental matters;
- (c) has satisfied itself as to its obligations and rights under this contract and has obtained independent legal advice; and
- (d) has inspected all documentation attached to this contract and is aware of all of the terms of and restrictions and prohibitions contained in this documentation.

41. Death, incapacity or insolvency

41.1 Either party may rescind this contract, if the other party (and if more than one person comprises that other party then anyone of them) is an individual who:

- (a) dies; or

(b) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

41.2 The vendor may terminate this contract if the other party is a company, which a company which resolves to go into liquidation, has a petition for its winding-up presented, enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* or similar legislation or has a liquidator, administrator, receiver or receiver and manager of it appointed.

41.3 If either party rescinds or terminates this contract under this clause 41, any such rescission or termination will not affect the other rights a party may have under this contract.

42. Documents

If there is any mortgage or caveat registered on the title to the property as at completion, the purchaser must accept on completion a discharge of mortgage and/or withdrawal of caveat duly executed and in registrable form and the purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of such documents.

43. Building certificate

43.1 If the purchaser applies for a building certificate in respect of the property under the *Environmental Planning and Assessment Act 1979*, the purchaser acknowledges and agrees that the vendor will not be required to undertake any works that may be required, or to comply with any notice issued, by the relevant council as a result of the purchaser's application for a building certificate.

43.2 The purchaser must not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract because, as a result of the purchaser's application for a building certificate, the Council:

(a) will not issue a building certificate for any reason whatsoever; and/or

(b) requires works to be undertaken at the property.

43.3 This clause 43 does not merge on completion.

44. Vendor disclosures

44.1 The vendor discloses that the vendor does not warrant the accuracy or completeness of any document in the attachments to this contract.

44.2 The purchaser will not be entitled to make any claim or requisitions, delay completion, rescind or terminate in respect of any matter disclosed or noted in this contract, including in the documentation attached to this contract.

45. Deposit

45.1 The parties agree that, despite any other reference to the deposit contained in this contract, the deposit is always the amount equal to 10% of the price.

45.2 If the vendor agrees to accept the deposit in instalments, the deposit is payable as follows:

(a) 5% on the date of this Contract; and

(b) 5% (the Balance) on the date that is the earlier of:

(i) the date scheduled under the Contract for completion; and

(ii) the date of termination of this contract due to the default or breach of the Purchaser,

however if this contract is exchanged subject to a cooling off period, the timing for payment of the deposit instalment pursuant to clause 45.2(a) will be payable as to 0.25% on the date of this Contract and 4.75% on the date that the cooling off period expires.

- 45.3 The Purchaser acknowledges that if clause 45.2 is applicable to this contract:
- (a) it is for the sole benefit of the Purchaser; and
 - (b) if the Balance becomes payable as a consequence of its default:
 - (i) this does not constitute a penalty under this contract and is the balance of the deposit that the Vendor would have otherwise been entitled to pursuant to clause 9 had the Vendor insisted on receiving the full deposit from the Purchaser on the contract date;
 - (ii) the Balance is immediately payable by the Purchaser to the Vendor and is payable despite this contract being terminated.
- 45.4 This clause 45:
- (a) is an essential term of this contract; and
 - (b) does not merge on completion.
- 46. FIRB approval**
- 46.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the purchaser or to this contract.
- 46.2 The purchaser must indemnify the vendor against any penalties, fines, legal costs, claims, loss or damage suffered as a result of a breach of warranty contained in this clause 46.
- 46.3 This clause will not merge on completion.
- 47. Deposit Bond**
- 47.1 If the vendor accepts a bank guarantee or deposit bond (Deposit Bond) in lieu of a cash deposit, the Deposit Bond must be an unconditional bank guarantee or deposit bond with an expiry date no earlier than 6 months from the date of its issue from an institution and in a form approved by the vendor in its absolute discretion, and:
- (a) the delivery of the Deposit Bond on the date of this contract to the deposit holder will, to the extent of the amount guaranteed under the Deposit Bond, be deemed to be payment of the deposit in accordance with this contract; and
 - (b) on completion of this contract, the purchaser will pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Deposit Bond, by way of unendorsed bank cheque, whereupon the vendor will return the Deposit Bond to the purchaser.
- 47.2 If the vendor serves on the purchaser a notice of termination under clause 9, the purchaser will immediately pay the deposit (or so much of it as has not been paid) to the depositholder.
- 47.3 The vendor acknowledges that a payment by the guarantor under the Deposit Bond will, to the extent of the amount paid, satisfy the purchaser's obligations to pay the deposit under clause 47.1(b).
- 48. Finance**
- The purchaser:
- (a) warrants that either no finance is required, or satisfactory arrangements have been made for finance to assist the purchaser with the acquisition of the property; and

- (b) shall not terminate this contract by reason of the unavailability of finance on completion and the purchaser acknowledged that as a result of making this disclosure the purchaser cannot and will not terminate this contract pursuant to consumer credit legislation.

49. Tenancy

- 49.1 If this property is sold subject to an expired and month-to-month tenancy in place the vendor will, upon written request of the purchaser after unconditional exchange of contracts, serve a notice of termination of the lease on the tenant in accordance with the lease terms and relevant residential tenancy legislation.
- 49.2 If this property is sold subject to a fixed term tenancy and the tenant terminates for any reason, on or prior to completion, the vendor will not be responsible for reletting the property, however, the vendor will upon written request of the purchaser, consent to and cooperate with the purchaser to relet the property.
- 49.3 The purchaser may not make any objection, requisition or claim for compensation or delay completion or rescind or terminate this contract if for any reason whatsoever the tenant has or has not vacated the property by the Completion date.

50. Guarantee

- 50.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- 50.2 The word "guarantor" means the directors and/or secretary of the purchaser company, being the persons who have signed this contract on behalf of the purchaser company.
- 50.3 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
 - (a) payment of all moneys payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.
- 50.4 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.
- 50.5 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.
- 50.6 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.

50.7 This clause binds the guarantor and the executors, administrators and assignees of the guarantor.

50.8 This clause 50 operates as a deed between the vendor and the guarantor and does not merge on completion.

51. Exchange by email

Without limiting the method by which this contract may be exchanged, each party consents to any duly signed scanned counterpart copy of this contract being treated as an original document for the purpose of exchange.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **CAROLINE JANE RASIAH AND PAUL ZOLTAN APATHY**
Purchaser:
Property: **1003/8 DISTILLERY DRIVE, PYRMONT NSW 2009**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;

- (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 173/SP73528

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/8/2020	11:59 AM	4	8/9/2018

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

LAND

LOT 173 IN STRATA PLAN 73528
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

CAROLINE JANE RASIAH
PAUL ZOLTAN APATHY
AS TENANTS IN COMMON IN EQUAL SHARES (T AH591614)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73528
2 SP73528 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
3 AH591615 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP73528

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/8/2020	2:25 PM	19	27/4/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73528
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73528

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73528
ADDRESS FOR SERVICE OF DOCUMENTS:
DYNAMIC PROPERTY SERVICES PTY LTD
LEVEL 25, 66 GOULBURN ST
SYDNEY 2000

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS
RECORDED ON REGISTER FOLIO 1/270215
- 3 DP1008189 RIGHT OF ACCESS 4, 4.8 METRE(S) WIDE AND VARIABLE
WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1011425 EASEMENT FOR WATER SUPPLY WORKS 3.0 METRE(S) WIDE (J3)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 5 DP1011425 EASEMENT FOR SUPPORT 4.97 METRE(S) WIDE (K3)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1011425 POSITIVE COVENANT (8) AFFECTING THE PART(S)
DESIGNATED (S3) IN THE TITLE DIAGRAM
- 7 DP270215 POSITIVE COVENANT (1) REFERRED TO AND NUMBERED (8)
IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 8 DP270215 RESTRICTION(S) ON THE USE OF LAND (1) REFERRED TO
AND NUMBERED (9) IN THE S. 88B INSTRUMENT AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)
- 9 DP270215 EASEMENT FOR SECURITY CONDUITS OVER EXISTING LINE OF
CONDUITS APPURTENANT TO THE PART(S) OF THE LAND SHOWN
SO BENEFITED IN THE TITLE DIAGRAM (DOC.1)
- 10 DP270215 POSITIVE COVENANT (2) REFERRED TO AND NUMBERED (10)

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

-
- IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 11 DP270215 RESTRICTION(S) ON THE USE OF LAND (2) REFERRED TO
AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.1)
- 12 DP270215 EASEMENT FOR DRAINAGE OF WATER 14 & 2 METRE(S) WIDE
AND VARIABLE (A7) APPURTENANT TO THE PART(S) OF THE
LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.4)
- 13 DP270215 EASEMENT FOR LIGHTING PURPOSES 0.2 WIDE AND VARIABLE
(C7) APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.4)
- 14 DP270215 EASEMENT FOR SUPPORT AND SHELTER (F7) APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (DOC.4)
- 15 DP270215 EASEMENT FOR ELECTRICITY PURPOSES & ACCESS (MA)
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.5)
- 16 DP270215 EASEMENT FOR IRRIGATION PURPOSES & ACCESS (MB)
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.5)
- 17 DP270215 EASEMENT FOR FIRE SERVICES (MC) APPURTENANT TO THE
PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE
DIAGRAM (DOC.5)
- 18 DP270215 EASEMENT FOR DRAINAGE OF WATER (MD) APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (DOC.5)
- 19 DP270215 EASEMENT FOR ENCROACHMENT AND SUPPORT OF STABLE
TRUSS (MH) APPURTENANT TO THE PART(S) OF THE LAND
SHOWN SO BENEFITED IN THE TITLE DIAGRAM (DOC.5)
- 20 DP270215 RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS (MN)
APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO
BENEFITED IN THE TITLE DIAGRAM (DOC.5)
- 21 DP270215 EASEMENT FOR SUPPORT & SHELTER (MW) APPURTENANT TO
THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE
TITLE DIAGRAM (DOC.5)
- 22 DP270215 EASEMENT FOR CRANE JIB VARIABLE WIDTH (FA) AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
(DOC.9)
- AC933828 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS
60, 61, 62 & 64 IN DP270215
- 23 DP270215 EASEMENT FOR CONDUCTING MEDIUM (FB) AFFECTING THE
WHOLE OF THE LAND ABOVE DESCRIBED (DOC.9)
- AC933883 EASEMENT RELEASED IN SO FAR AS IT BENEFITS LOTS
60 TO 62 IN DP270215
- 24 DP270215 EASEMENT FOR ELECTRICITY PURPOSES 1 METRE(S) WIDE

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP73528

PAGE 3

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

- (FC) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM (DOC.9)
- 25 DP270215 EASEMENT FOR AWNING 1.6 METRE(S) WIDE (FE)
APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.9)
- 26 SP73528 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 27 AB401402 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO.
8014 TOGETHER WITH RIGHT OF WAY AND EASEMENT AFFECTING
ANOTHER PART OF THE LAND SHOWN AS (C) IN PLAN WITH
AB401402. EXPIRES: 31/1/2054.
- AK971351 LEASE OF LEASE AB401402 TO BLUE ASSET PARTNER
PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD,
ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA
ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET
CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE
2.3 (b) (ii)
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY
LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD,
ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC
ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA
OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE
DEALING. CLAUSE 12.1
- AK971502 MORTGAGE OF LEASE AB401402 TO ANZ FIDUCIARY
SERVICES PTY LTD
- AK971571 CHANGE OF NAME AFFECTING LEASE AB401402 LESSEE
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING
CORPORATION
- 28 SP88703 INITIAL PERIOD EXPIRED
- 29 AQ57093 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9977)

STRATA PLAN 73528

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 38	2	- 37	3	- 37	4	- 37
5	- 37	6	- 37	7	- 37	8	- 37
9	- 37	10	- 36	11	- 36	12	- 36
13	- 29	14	- 26	15	- 26	16	- 26
17	- 26	18	- 33	19	- 33	20	- 33
21	- 33	22	- 33	23	- 28	24	- 31
25	- 31	26	- 31	27	- 31	28	- 31
29	- 31	30	- SP78822	31	- 44	32	- 35
33	- 24	34	- 33	35	- 33	36	- 45
37	- 36	38	- 43	39	- 35	40	- 34
41	- 46	42	- 37	43	- 44	44	- 36
45	- 35	46	- 47	47	- 38	48	- 46

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP73528

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9977) (CONTINUED)

STRATA PLAN 73528

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
49	- 37	50	- 37	51	- 49	52	- 39
53	- 47	54	- 38	55	- 37	56	- 50
57	- 40	58	- 49	59	- 39	60	- 38
61	- 52	62	- 41	63	- 50	64	- 40
65	- 39	66	- 54	67	- 42	68	- 52
69	- 41	70	- 41	71	- 56	72	- 43
73	- 54	74	- 42	75	- 42	76	- 58
77	- 46	78	- 56	79	- 45	80	- 44
81	- 61	82	- 47	83	- 59	84	- 46
85	- 46	86	- 62	87	- 49	88	- 61
89	- 48	90	- 47	91	- 64	92	- 50
93	- 62	94	- 49	95	- 49	96	- 66
97	- 52	98	- 64	99	- 50	100	- 50
101	- 69	102	- 53	103	- 67	104	- 52
105	- 51	106	- 71	107	- 54	108	- 69
109	- 53	110	- 53	111	- 74	112	- 56
113	- 72	114	- 55	115	- 54	116	- 78
117	- 58	118	- 76	119	- 57	120	- 57
121	- 82	122	- 61	123	- 80	124	- 59
125	- 59	126	- SP88703	127	- 42	128	- 34
129	- 34	130	- 37	131	- 24	132	- 43
133	- 35	134	- 35	135	- 31	136	- 46
137	- 37	138	- 43	139	- 32	140	- 34
141	- 47	142	- 38	143	- 42	144	- 33
145	- 35	146	- 48	147	- 39	148	- 46
149	- 34	150	- 35	151	- 50	152	- 40
153	- 47	154	- 35	155	- 36	156	- 51
157	- 41	158	- 49	159	- 35	160	- 36
161	- 52	162	- 42	163	- 50	164	- 36
165	- 37	166	- 55	167	- 43	168	- 54
169	- 37	170	- 39	171	- 57	172	- 46
173	- 55	174	- 39	175	- 42	176	- 58
177	- 47	178	- 56	179	- 40	180	- 43
181	- 64	182	- 48	183	- 59	184	- 41
185	- 45	186	- 65	187	- 49	188	- 62
189	- 41	190	- 46	191	- 66	192	- 51
193	- 64	194	- 43	195	- 47	196	- 71
197	- 52	198	- 66	199	- 44	200	- 48
201	- 74	202	- 53	203	- 68	204	- 45
205	- 49	206	- 77	207	- 53	208	- 72
209	- 46	210	- 51	211	- 80	212	- 57
213	- 75	214	- 48	215	- 52		

END OF PAGE 4 - CONTINUED OVER

FOLIO: CP/SP73528

PAGE 5

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9977) (CONTINUED)

STRATA PLAN 73528

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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STRATA PLAN 78822

LOT	ENT
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216 - SP88703

STRATA PLAN 88703


LOT	ENT
-----	-----

217 - 18

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

<p>Strata Certificate</p> <p>Name of Council/Registered Certifier: DENNY LINKER being satisfied that the requirements of the "Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Freehold Development) Act 1986 have been complied with, approves of the proposed:</p> <p>*strata plan/strata plan of subdivision</p> <p>illustrated in the annexure to this certificate.</p> <p>*the accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*the strata plan/strata plan of subdivision is part of a development scheme. The "council/registered certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development project to which it relates.</p> <p>*The council does not object to the encroachment of the building beyond the alignment of</p> <p>*The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.</p> <p>*This approval is given on the condition that the use of lot(s) or the storage or accommodation of boats, motor vehicles or goods or the use of a human occupation as a residence, office, shop or the like is restricted to the particular occupier of a lot or proposed lot (not being such a restriction as is provided in the strata scheme concerned as referred to in section 38 of the Strata Schemes (Freehold Development) Act 1973 or section 46 of the Strata Schemes (Freehold Development) Act 1986.</p> <p>Date: 13 October 2004</p> <p>Subdivision No.: 41-2004</p> <p>Accreditation No.: PSQA 004</p> <p>Relevant Development Consent No.: D/2004/660</p> <p>Issued By: DAVID M. JOHNSON</p> <p><i>[Signature]</i></p> <p>*Complete or details if applicable</p> <p>*certified Development Manager/Accredited Certifier</p>		<p>Surveyors Certificate</p> <p>I, TASY MORATIS of LEVEL 5, 17 RANDLE STREET SURRY HILLS, N.S.W. 2010 a surveyor registered under the Surveying Act, 2002, hereby certify that:</p> <p>(1) each applicable requirement of</p> <ul style="list-style-type: none"> * Schedule 1A to the Strata Schemes (Freehold Development) Act, 1973 * Schedule 1A to the Strata Schemes (Freehold Development) Act, 1986 <p>has been met</p> <p>(2) *the building encroaches on a public place</p> <p>(b) the building encroaches on land (other than a public place) in respect of which encroachment of appropriate easement: <i>[Signature]</i></p> <ul style="list-style-type: none"> *has been created by registered + *is to be created under section 88B of the Conveyancing Act, 1919 <p>(3) the survey information recorded in the accompanying location plan is accurate</p> <p>Signature: <i>[Signature]</i></p> <p>Date: 5/10/04</p> <p>* Delete if inapplicable</p> <p>+ State whether dealing or plan, and quote registered number</p> <p>THIS IS SHEET 1 OF MY PLAN IN 60 SHEETS</p>		<p>PLAN OF SUBDIVISION OF LOT 54 D.P. 270215.</p> <p>L.G.A. : CITY OF SYDNEY Suburb/Locality : PYRMONT</p> <p>Parish : ST. ANDREW County : CUMBERLAND</p> <p>Name of, and address for service of notices on, the owners corporation (Address required on original strata plan only)</p> <p>THE OWNERS, STRATA PLAN No. 73528</p> <p>"DISTILLERY HILL"</p> <p>45 BOWMAN STREET</p> <p>JACKSONS LANDING</p> <p>PYRMONT 2009</p>		<p>FOR LOCATION PLAN SEE SHEET 4</p> <p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants</p> <p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON USE OF LAND 2. RESTRICTION ON USE OF LAND 		<p>SP73528 </p> <p>Registered : 2-11-2004</p> <p>Purpose : STRATA PLAN</p> <p>Ref. Map : SYDNEY SH. 101</p> <p>Last Plan : DP270215 #</p>	
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FOR UNIT ENTITLEMENTS SEE SHEET 3

SCHEDULE OF UNIT ENTITLEMENT

SIGNATURES & SEALS SEE SHEET 2

SIGNATURES AND SEALS

SP73528

Executed by Jacksons Landing Development Pty Limited
by its Attorneys under a 073 932 206 4439
Power of Attorney dated September 2004 registered
No Book and who declare that they
have not received any notice of the revocation of
that Power of Attorney in the presence of:

8k 4385
N° 847
No ~~200~~ Book 4385 and who declare that they
have not received any notice of the revocation of
that Power of Attorney in the presence of:

Executed by TOWER Trust (NSW) Limited by 000 329 706
its duly constituted Attorneys
and
Power of Attorney dated 22 APRIL 2003 No 4385
~~under 2002~~ registered
No ~~200~~ Book 4385 and who declare that they
have not received any notice of the revocation of
that Power of Attorney in the presence of:

8k 291 8k 4385

.....
Signature of Witness

Jacksons
Name of Witness

.....
Signature of Witness

Jacksons
Name of Witness

.....
Signature of Attorney

Robert Dick
Name of Attorney

.....
Signature of Attorney

Paul Martin
Name of Attorney

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Attorney

YOUNG MARTIN & SONS
Name of Attorney
ADMINISTRATIVE

.....
Signature of Attorney

SEAN DAVID SULLIVAN NSW STRATA MANAGEMENT
Name of Attorney
636062418 TOWER TRUST

Reduction Ratio 1:-

Lengths are in metres

Registered Surveyor Tony Martin

Authorised Person General Manager / Accredited Certifier

SCHEDULE OF UNIT ENTITLEMENTS

SP73528

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

Reduction Ratio 1:-

Lengths are in metres

Registered Surveyor

Tony Mundy

Authorised Survey/Control Manager/ Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 60 Sheets

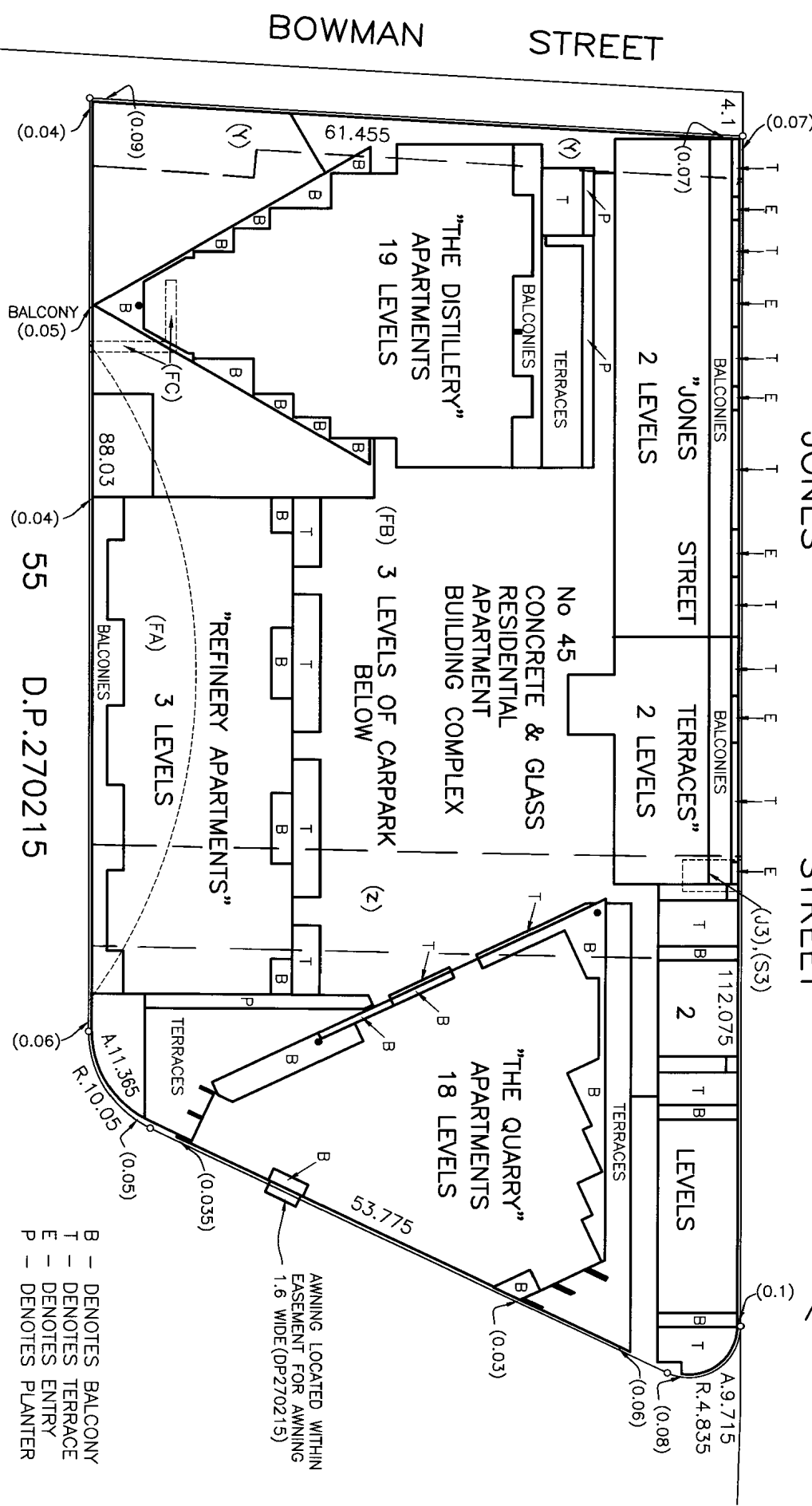
DP270215

(1) POSITIVE COVENANT (2) (DOC. 1)
 REST ON USE OF LAND (2) (DOC. 1)
 POSITIVE COVENANT (M1) (DOC. 5)
 REST ON THE USE OF LAND (M5) (DOC. 5)
 PUBLIC POSITIVE COVENANT (M4) (DOC. 5)
 PUBLIC POSITIVE COVENANT (M6) (DOC. 5)

BENEFITED BY EASEMENT FOR: (ALL TYPE DP 270215)
SECURITY CONDUITS OVER EXISTING LINE OF CONDUITS (DOC. 1); IRRIGATION PURPOSES & ACCESS (MB) (DOC. 5); SUPPORT AND SHELTER (MW) (DOC. 5)
DRAINAGE OF WATER (14 & 2 WIDE & VAR. (A)) (DOC. 4); FIRE SERVICES (MC) (DOC. 5); DRAINAGE OF WATER (MD) (DOC. 5)
LIGHTING PURPOSES 0.2 WIDE & VAR. (C) (DOC. 4); ENCROACHMENT AND SUPPORT OF STABLE TRUSS (MH) (DOC. 5);
SUPPORT AND SHELTER (F7) (DOC. 4); RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS (MN) (DOC. 5);
ELECTRICITY PURPOSES & ACCESS (MA) (DOC. 5)
IONNES STREET

LOCATION PLAN

SP73528



(FA) EASEMENT FOR CRANE JIB VARIABLE WIDTH (DP270215) (Doc:9)
 (FB) EASEMENT FOR CONDUCTING MEDIUM (WHOLE OF LOT) (DP270215) (Doc:9)
 (FC) EASEMENT FOR ELECTRICITY*1 WIDE (DP270215) *PURPOSES (Doc:9)
 (JD) EASEMENT FOR WATER SUPPLY WORKS 3 WIDE (DP1011425)
 (S3) POSITIVE COVENANT (B) (DP1011425)


(2) { - POSITIVE COVENANT (1) } DP 270215(DOC.1)
- REST. ON USE OF LAND (1)

Reduction Ratio 1 : 400

Lengths are in metres

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

AWNING LOCATED WITHIN
EASEMENT FOR AWNING
1.6 WIDE(DP270215)

NOTIFICATIONS MR, MS, NA & NB
DELETED IN LPI/NSW
VIDE 2004/2207  23.11.2004 DA



23.11.2004 DA

Sheet No. 5 of 60 Sheets

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (d) – DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- (c) – DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- (d) – DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- S – DENOTES STORAGE



Lengths are in metres

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

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN



(a) – DENOTES EXCLUSIVE USE AREA
S – DENOTES STORAGE

BASEMENT LEVEL 2

SHEET 5 ADJOINS

Reduction Ratio 1 : 200

Lengths are in metres

Taryn M. Quaid
Registered Surveyor

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

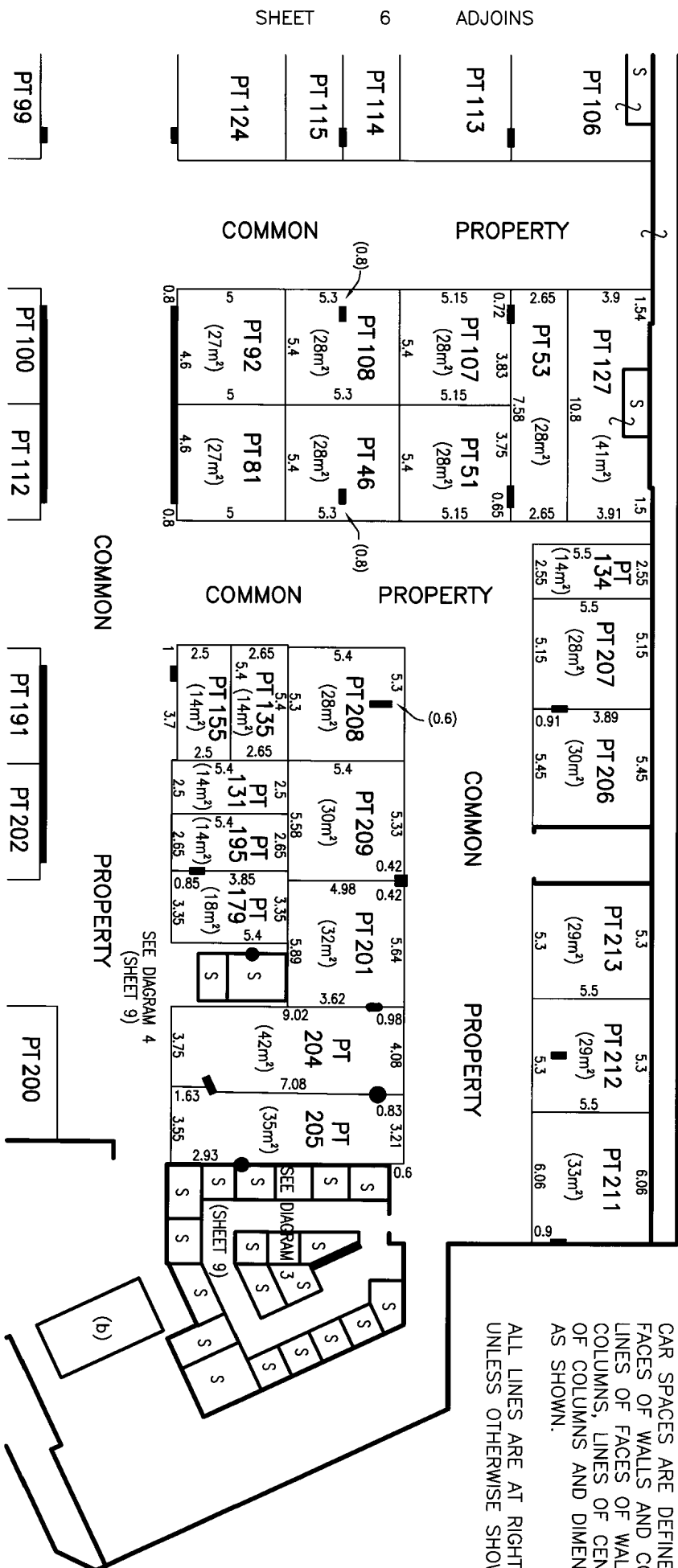
X:\JACKSONS_LANDING\020411-DISTILLERY_HILL\BASEMENT-2.DWG

SURVEYOR'S REFERENCE : 020411 SP

SP73528

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN



SHEET 6 ADJOINS

COMMON

COMMON PROPERTY

COMMON

PROPERTY

SEE DIAGRAM 4
(SHEET 9)

SHEET 8 ADJOINS

BASEMENT LEVEL 2

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
S - DENOTES STORAGE

Reduction Ratio 1 : 200

Lengths are in metres

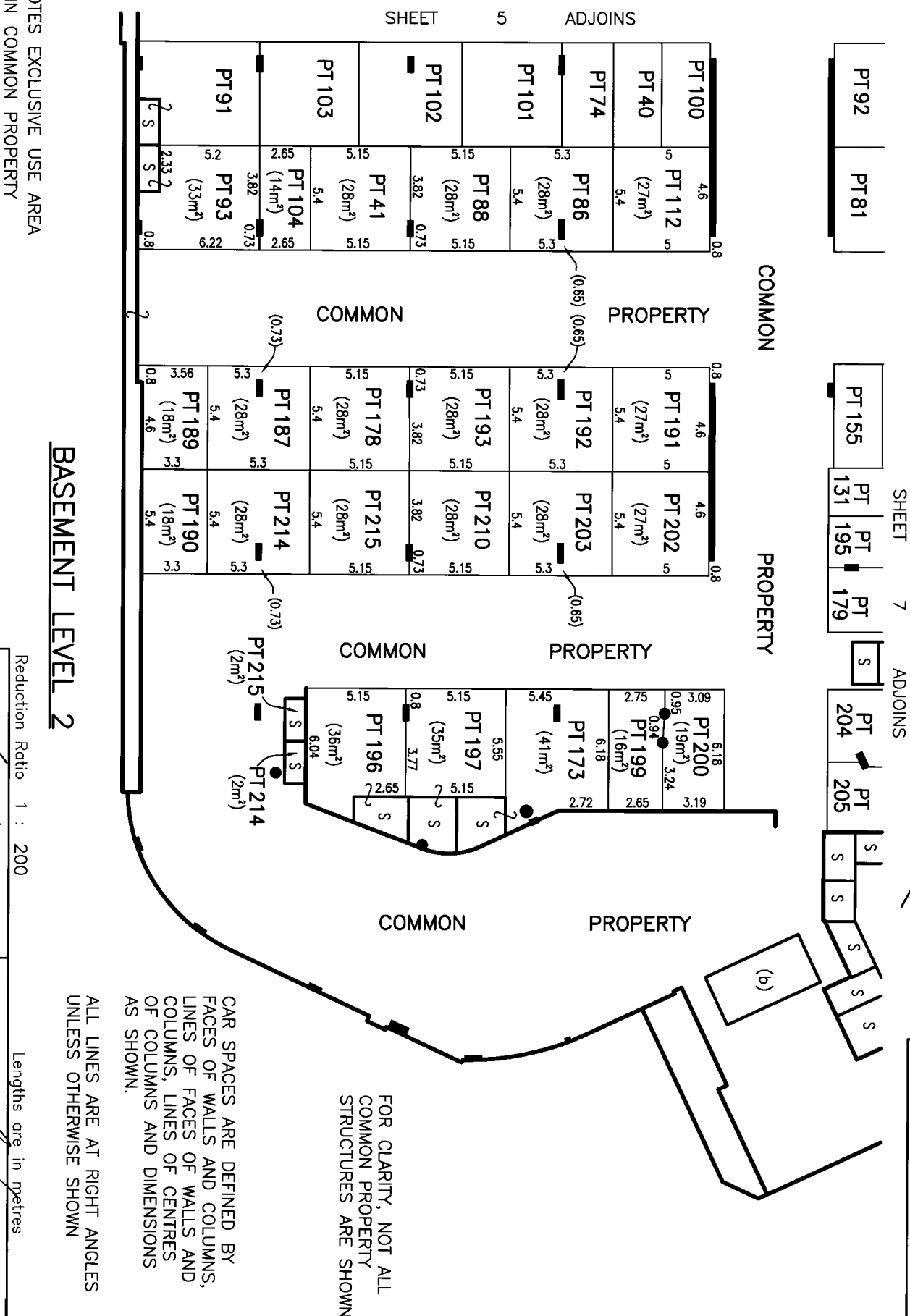
Registered Surveyor

Tany Mawhin

Authorised Person/Engineer/Architect/Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



SP73528

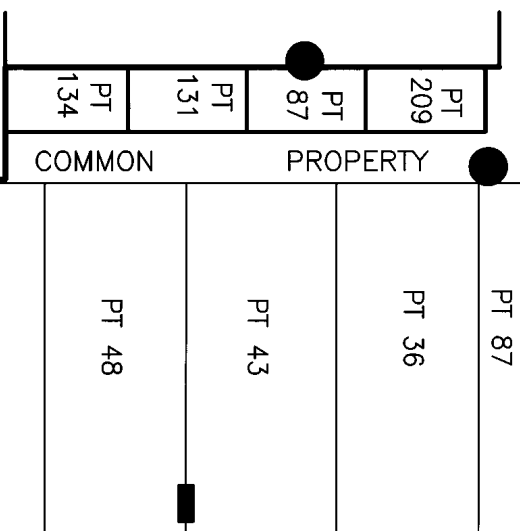


DIAGRAM 1

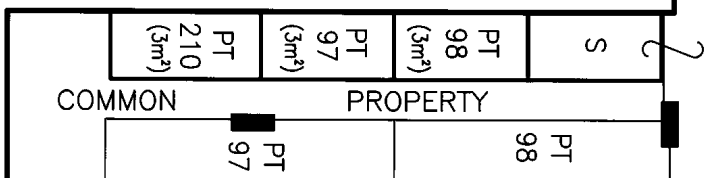


DIAGRAM 2

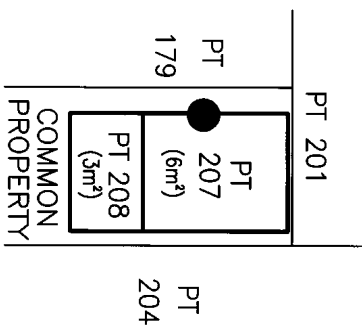


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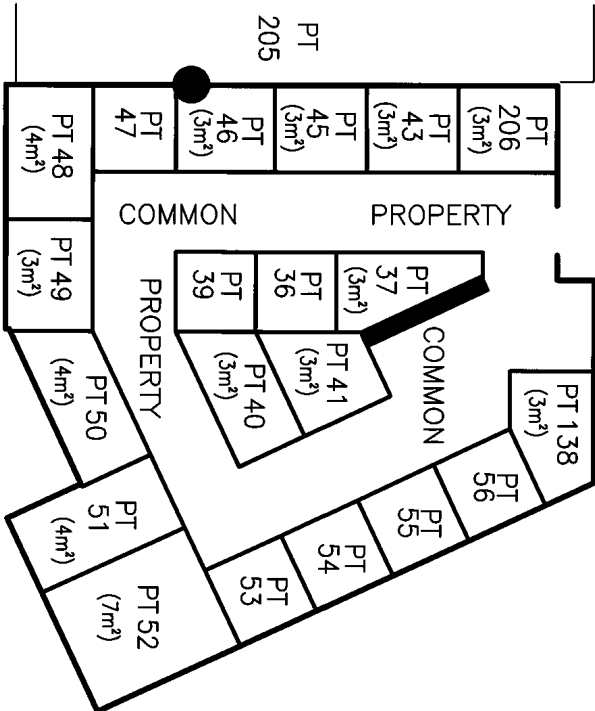


DIAGRAM 4

BASEMENT LEVEL 2

CARPARK STORAGE DIAGRAMS

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

S - DENOTES STORAGE

ALL STORAGE AREAS 2m² UNLESS STATED OTHERWISE

Reduction Ratio 1 : 100

Lengths are in metres

Registered Surveyor

Authorised Person for the Survey

SP73528

SHEET 11 ADJOINS

VIS VIS VIS

PT 110

PT 116

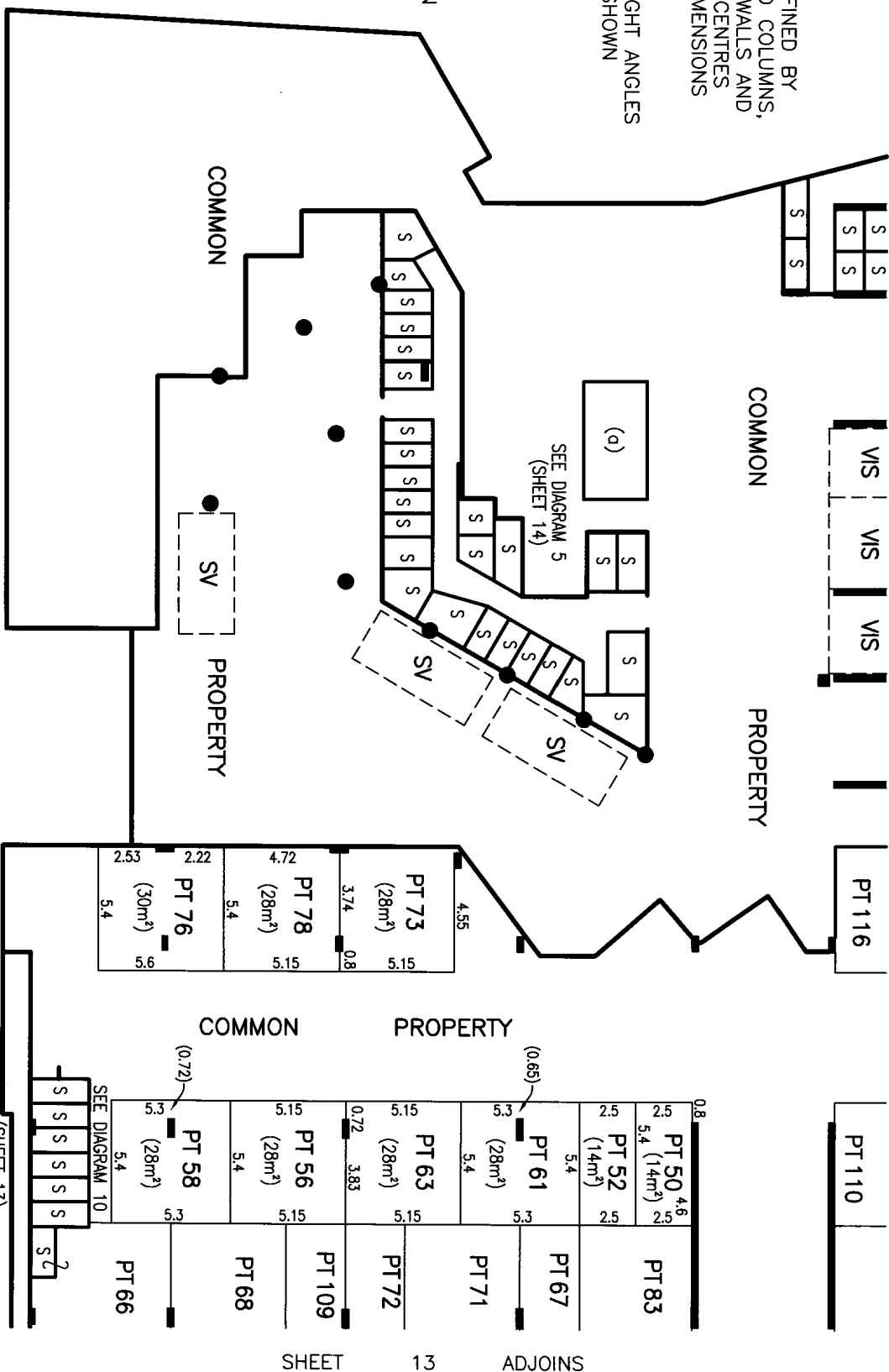
COMMON

PROPERTY

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

**BASEMENT LEVEL 1**

- (o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- S - DENOTES STORAGE
- VIS - DENOTES VISITOR CARSPACE (COMMON PROPERTY)
- SV - DENOTES SERVICE VEHICLE SPACE (COMMON PROPERTY)

Reduction Ratio: 1 : 200

Lengths are in metres

Registered Surveyor

Ray Mander

Authorised Baseplan/Section/Plan/Map/Ascertained Certifier

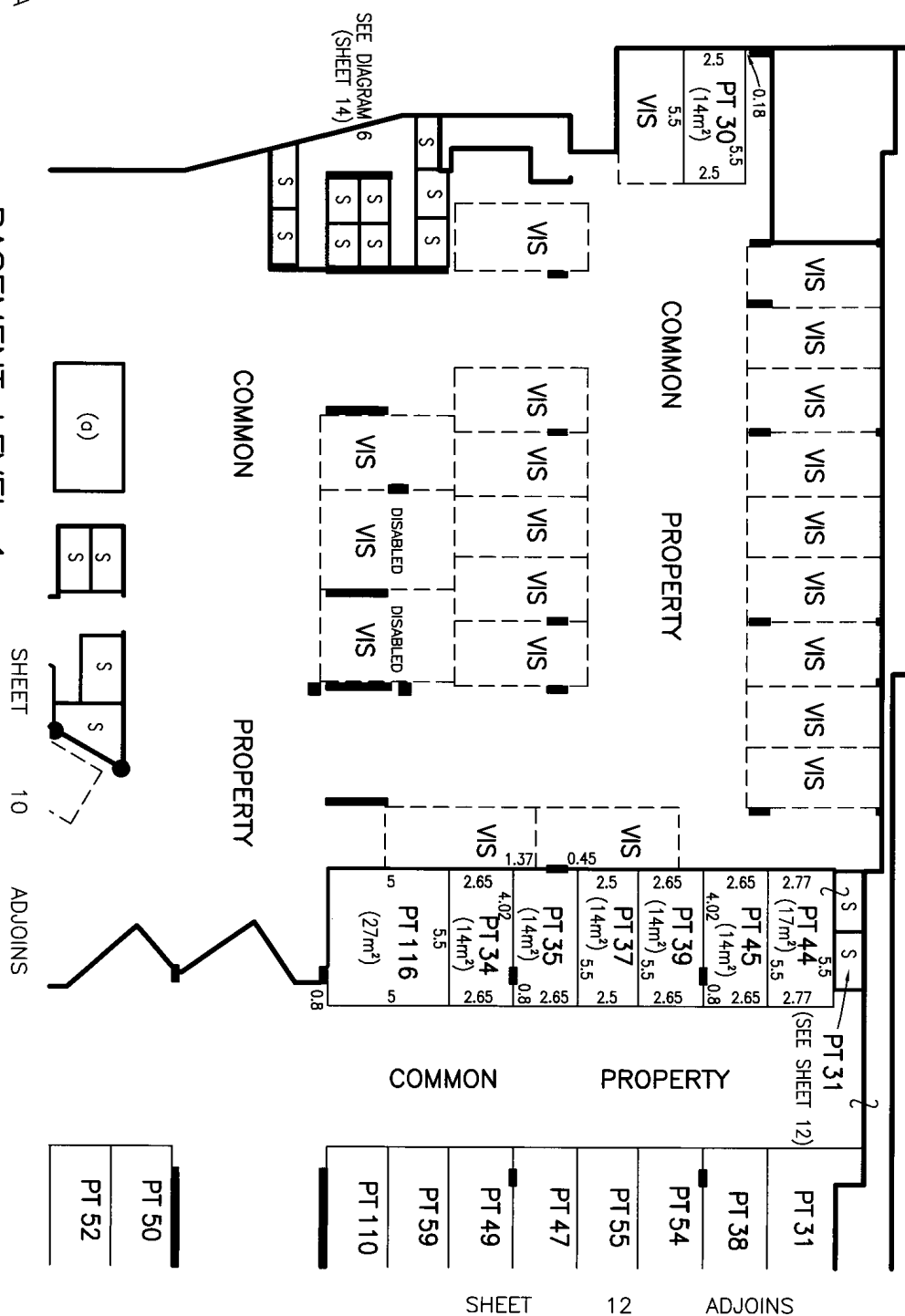
ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

(d) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY

S - DENOTES STORAGE

VIS – DENOTES VISITOR CAR SPACE (COMMON PROPERTY)



Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tang M. Kuo

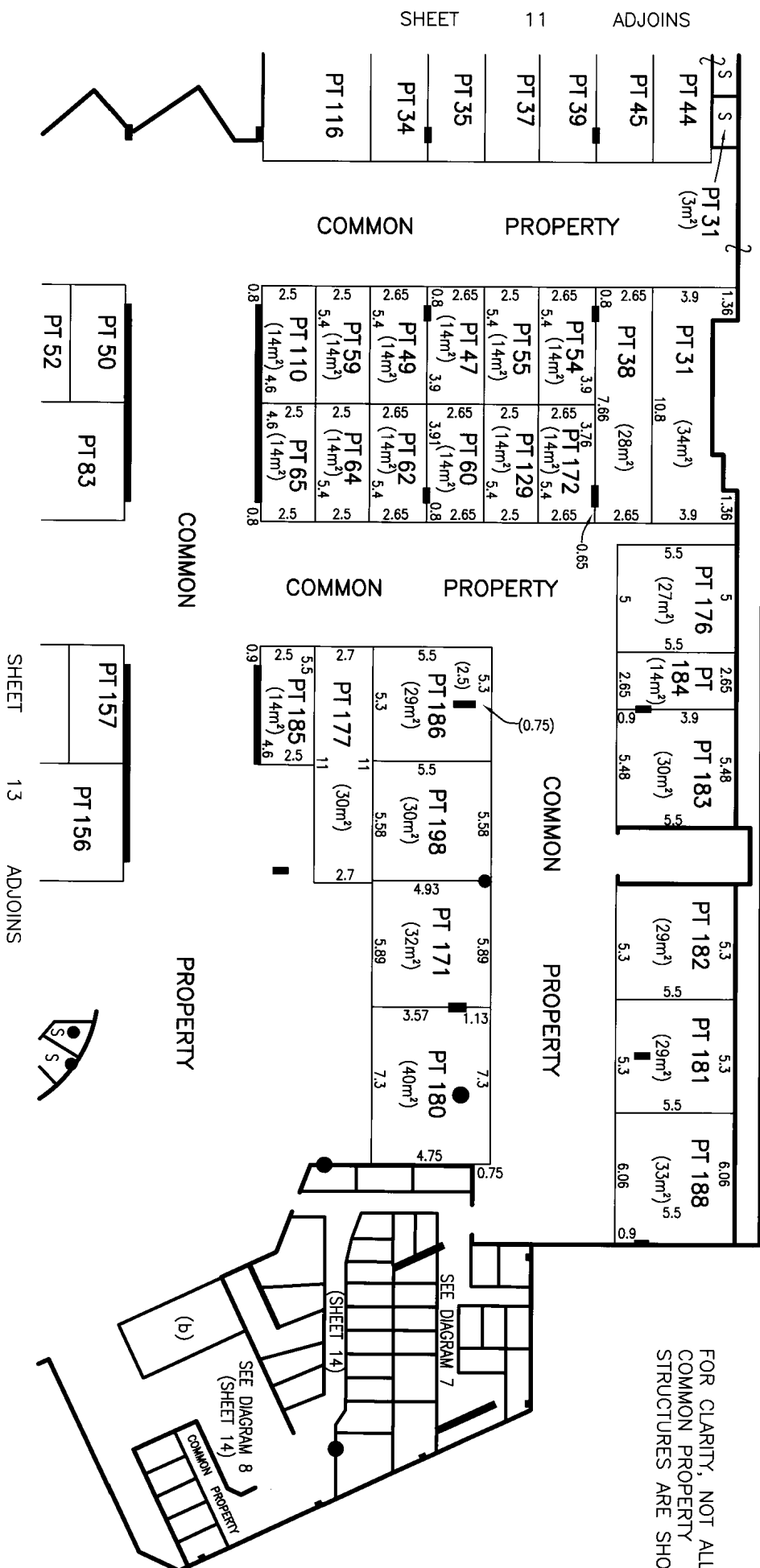
~~Authorized Person/General Manager/Accredited Certifier~~

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

SP73528

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN



BASEMENT LEVEL 1

SHEET 13 ADJOINS

(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
S - DENOTES STORAGE

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Tay Mulla

Authorised Farming Council Member/ Accredited Certifier

PT 65

PT 185

SP73528

SHEET 12 ADJOINS

COMMON

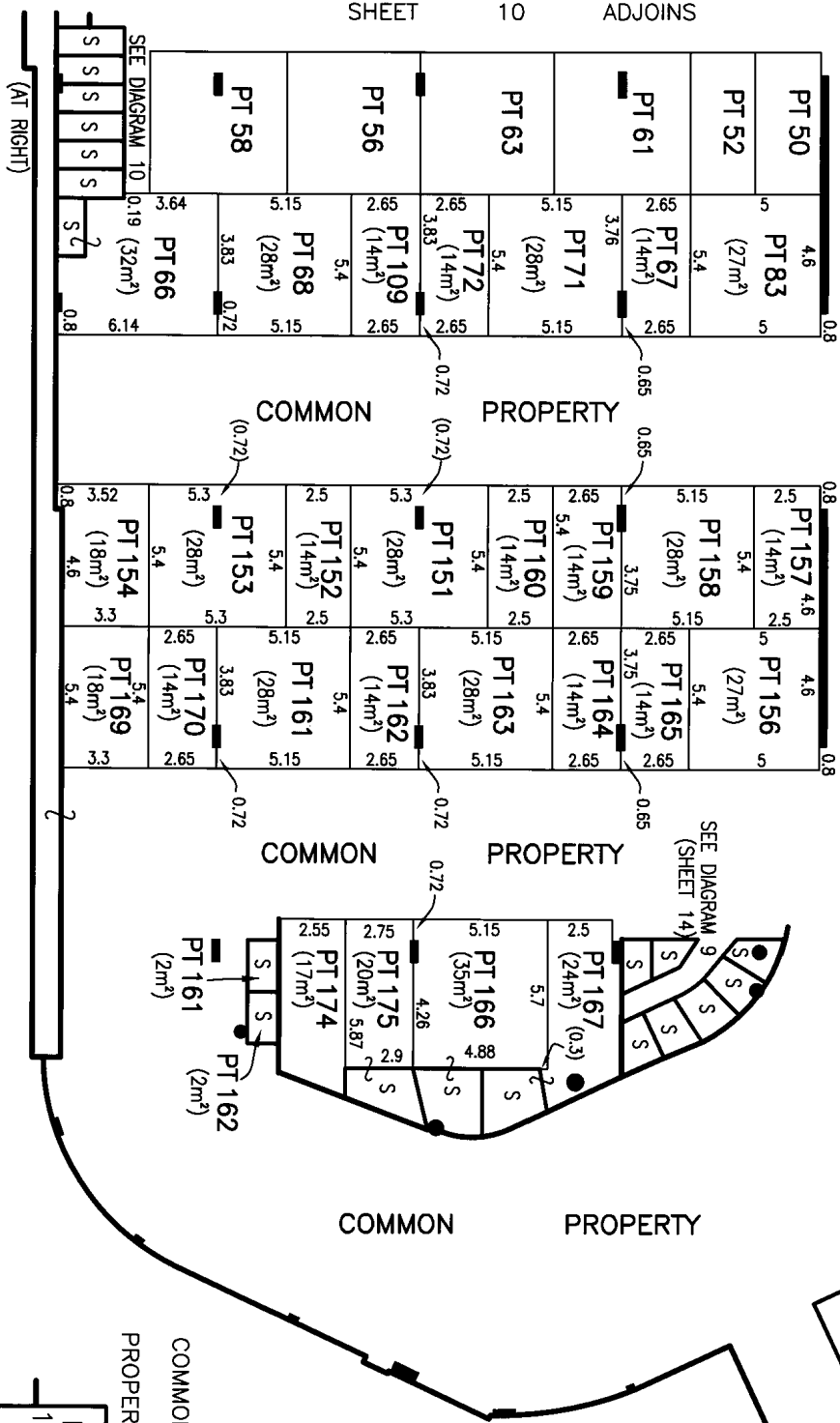
PROPERTY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

SHEET 10 ADJOINS

**BASEMENT LEVEL 1**

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
S - DENOTES STORAGE

COMMON		PT 58									
PROPERTY		ALL (3m ²) EACH									
PT	114	PT	113	PT	60	PT	100	PT	116	PT	115
PT 66											

DIAGRAM 10

1:100

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

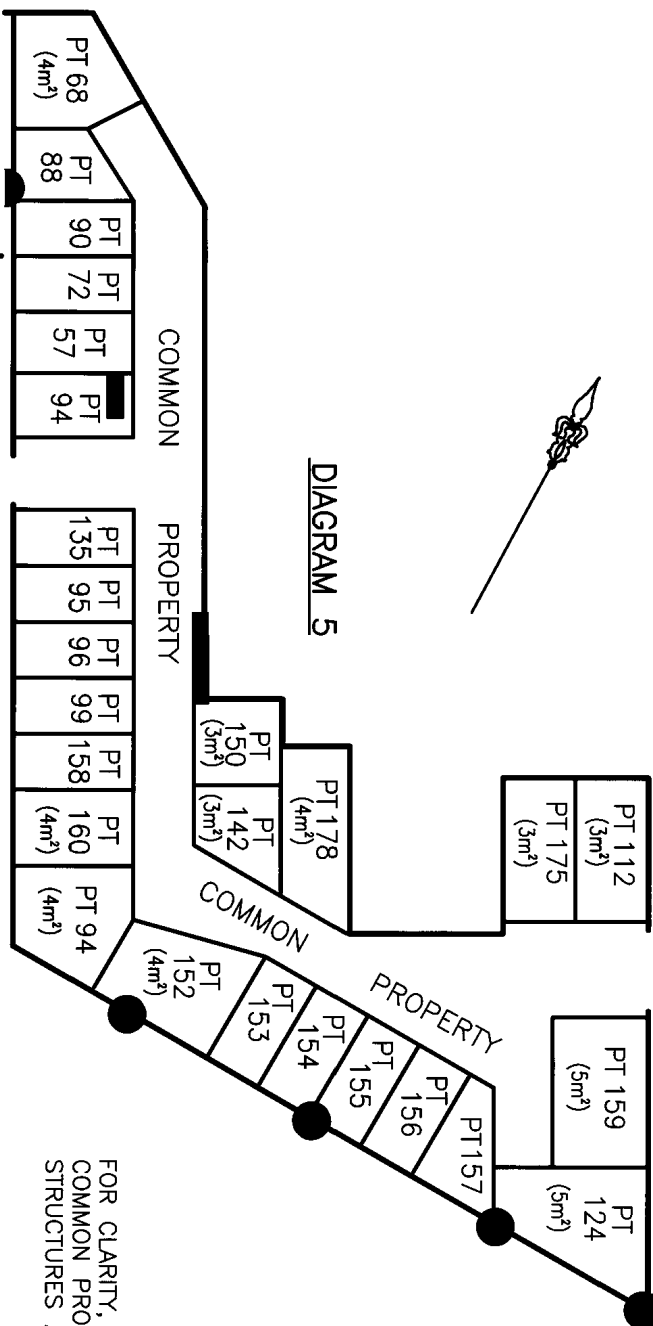
Tony Mawhood

Authorised Person/Owner/Manager/ Accredited Certifier

SP73528

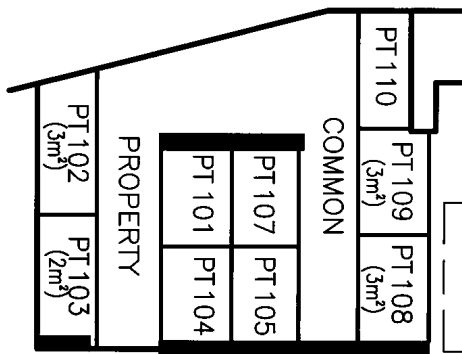


DIAGRAM 5



FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

DIAGRAM 6



ALL STORAGE AREAS 2m² UNLESS STATED OTHERWISE

DIAGRAM 7

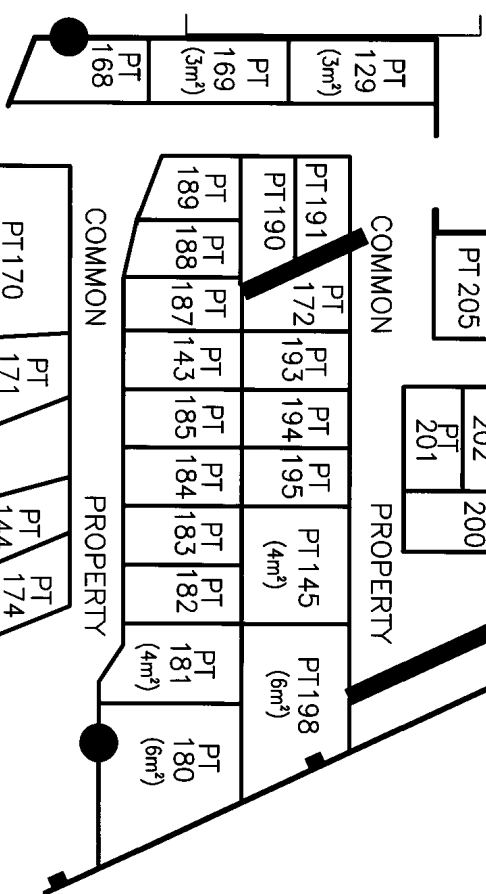


DIAGRAM 8

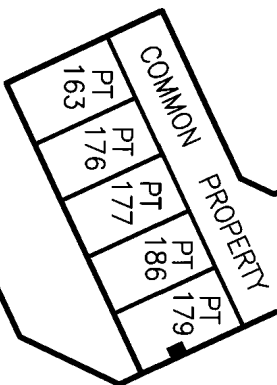


DIAGRAM 9

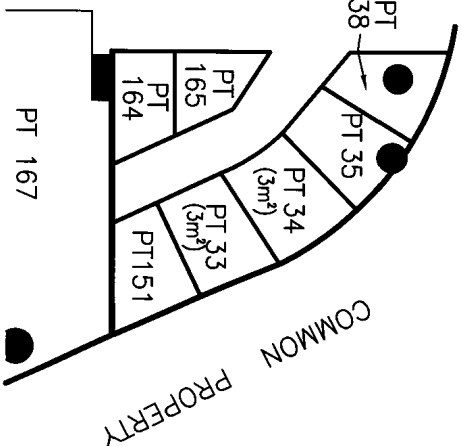


DIAGRAM 1

BASEMENT LEVEL 1
CARPARK STORAGE DIAGRAMS

S - DENOTES STORAGE

Reduction Ratio 1 : 100

Lengths are in metres

Registered Surveyor
Tony Munn

Authorised Person, Licensed Valuer/ Accredited Certifier
[Signature]

SHEET 16 ADJOINS

SP73528



PT 30

COMMON

PROPERTY

COMMON PROPERTY

(a)

PT 57	PT 105	PT 84	PT 85	PT 89	PT 3
-------	--------	-------	-------	-------	------

PT 42

PT 69 (14m ²) 5.4	PT 70 (14m ²) 5.4	PT 24 (14m ²) 0.8	PT 18 (15m ²) 4.55	PT 13 (20m ²) 3.6
----------------------------------	----------------------------------	----------------------------------	-----------------------------------	----------------------------------

COMMON PROPERTY

PT 79	PT 80	PT 25	PT 19	PT 14
-------	-------	-------	-------	-------

SHEET 18 ADJOINS

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

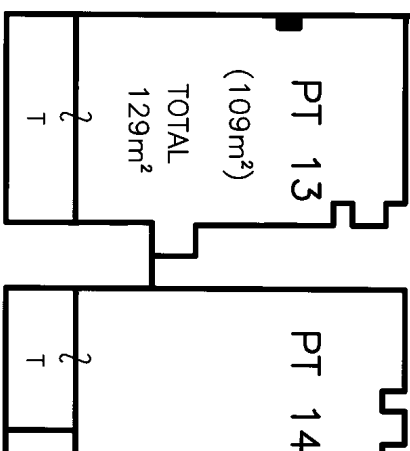
ALL LINES ARE AT RIGHT ANGLES
UNLESS OTHERWISE SHOWN

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY

T - DENOTES TERRACE (COVERED)
S - DENOTES STORAGE

GROUND LEVEL



Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Raymond

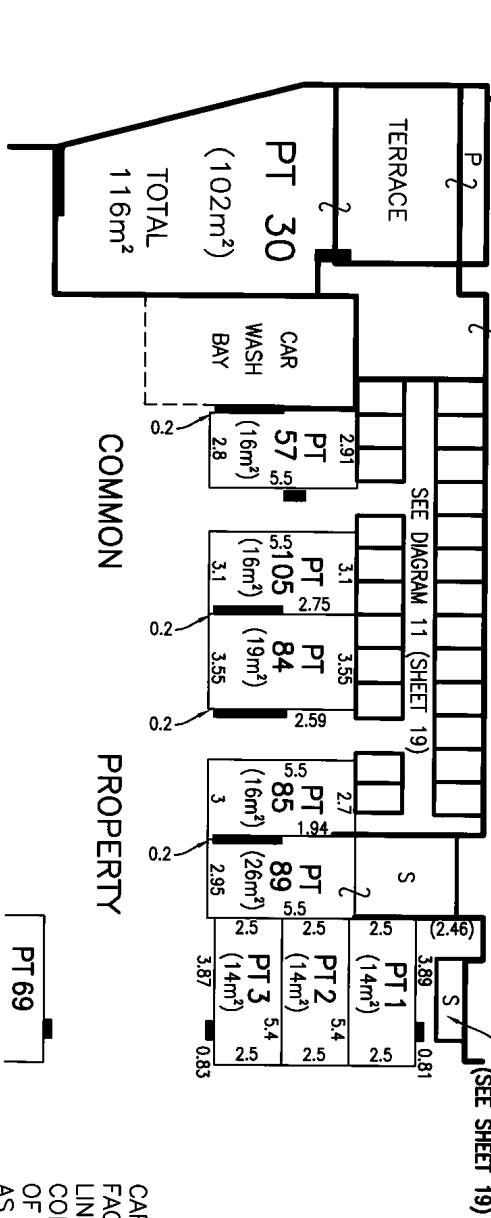
Authorised Person/General Manager/Accredited Certifier

THE STRATUM OF THE TERRACES, ENTRIES AND PLANTER, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP73528

T	E	T	E	E	T	E	T	E	T
2	2	2	2	2	2	2	2	2	2
PT 1		PT 2		PT 3		PT 4		PT 5	PT 6
(87m ²)		(87m ²)		(87m ²)		(87m ²)		(87m ²)	
TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
184m ²		184m ²		185m ²		185m ²		185m ²	

COMMON PROPERTY



SHEET 17

ADJOINS

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

T - DENOTES TERRACE
P - DENOTES PLANTER
E - DENOTES ENTRY
S - DENOTES STORAGE

GROUND LEVEL

SHEET 15 ADJOINS

PT 69

CAR SPACES ARE DEFINED BY FACES OF WALLS AND COLUMNS, LINES OF FACES OF WALLS AND COLUMNS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Ray Mowbray

Authorised Surveyor/Engineer/Architect/ Accredited Certifier

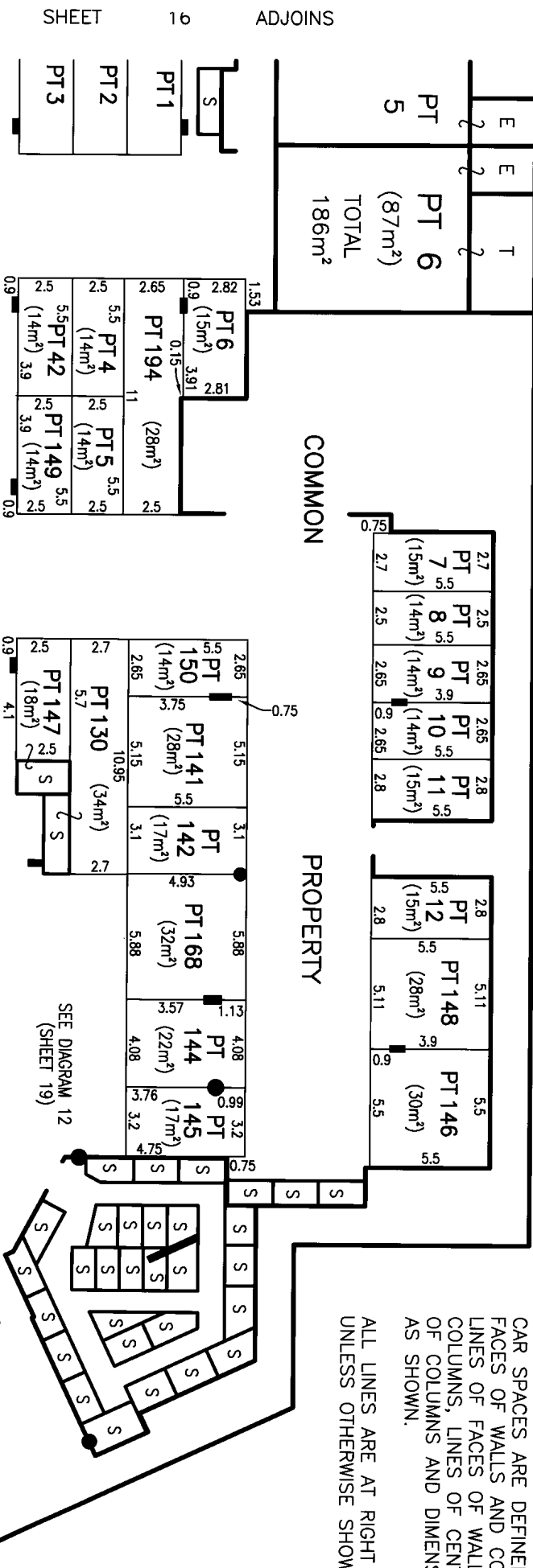
SURVEYOR'S REFERENCE : 020411 SP

THE STRATUM OF THE TERRACE AND ENTRY, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP73528

CAR SPACES ARE DEFINED BY FACES OF WALLS AND COLUMNS, LINES OF FACES OF WALLS AND COLUMNS, LINES OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

ALL LINES ARE AT RIGHT ANGLES UNLESS OTHERWISE SHOWN



COMMON

COMMON

PROPERTY

PROPERTY

SEE DIAGRAM 12 (SHEET 19)

PT 69

PT 79

PT 29

PT 28

PT 143

SHEET

18

ADJOINS

GROUND LEVEL

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- T - DENOTES TERRACE
- E - DENOTES ENTRY
- S - DENOTES STORAGE

Registered Surveyor

Paul Mank

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528

SHEET 17 ADJOINS

PT 3

PT 42

PT 149

PT 147

S

S

S

COMMON

PROPERTY

PT 69

PT 79

PT 80

PT 23

PT 25

PT 26

PT 27

PT 22

PT 143

PT 137

PT 128

PT 139

PT 140

PT 133

PT 132

PT 136

PT 138

PT 134

PT 135

PT 137

PT 138

PT 24

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PT 268

PT 269

PT 270

PT 271

PT 272

PT 273

PT 274

PT 275

PT 276

PT 277

PT 278



ALL STORAGE AREAS 2m² UNLESS STATED OTHERWISE



GROUND LEVEL

S - DENOTES STORAGE AREA

CARPARK STORAGE DIAGRAMS

Reduction Ratio 1 : 100

Lengths are in metres

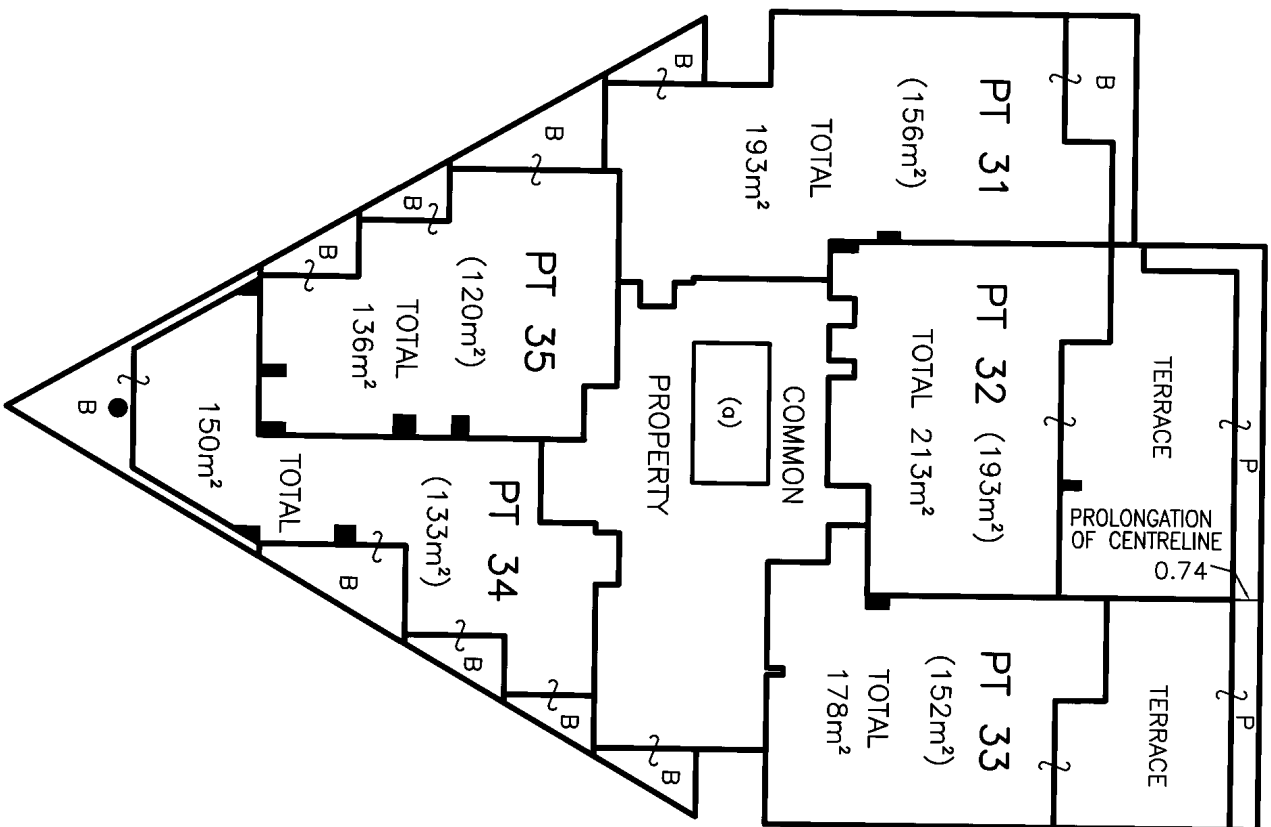
Registered Surveyor

Long/McIntire

Authorised Person/Secretary/Manager/Accredited Certifier

SHEET 21 ADJOINS

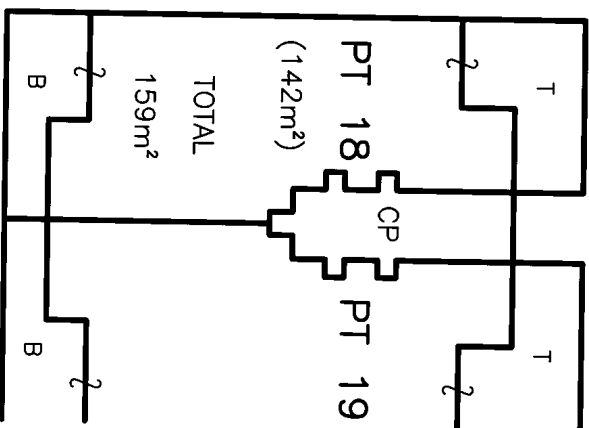
SP73528



THE STRATUM OF THE BALCONIES, TERRACES AND PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

- (a) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- P - DENOTES PLANTER
- T - DENOTES TERRACE

LEVEL 1



FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

SHEET 23 ADJOINS

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person for the purposes of Accredited Certifier

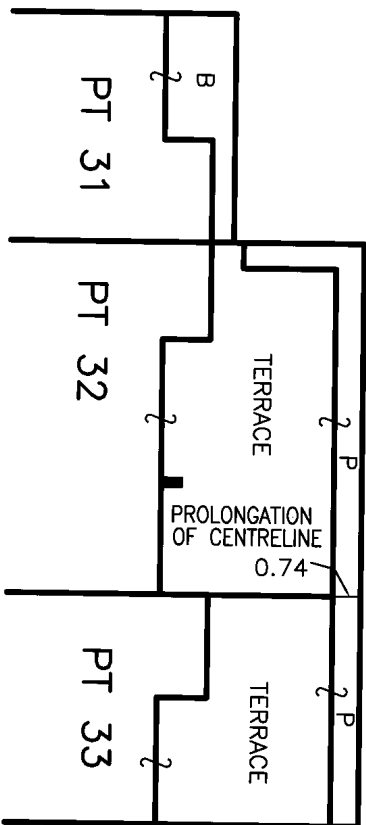
SP73528



B	B	B	B	B	B	T	E	E	T
2	2	2	2	2	2	2	2	2	2
PT 1	PT 2	PT 3	PT 4	PT 5	PT 6	PT 7	PT 8		
(81m ²)	(81m ²)	(81m ²)	(81m ²)	(81m ²)	(81m ²)	(87m ²)	TOTAL		
						187m ²			

SHEET 22 ADJOINS

COMMON
PROPERTY



SHEET 20 ADJOINS

LEVEL 1

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

THE STRATUM OF THE BALCONIES,
TERRACES AND ENTRIES, WHERE
NOT COVERED, IS LIMITED TO 2.5
METRES ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE FLOORS.

- CP - DENOTES COMMON PROPERTY
- B - DENOTES BALCONY
- P - DENOTES PLANTER
- T - DENOTES TERRACE
- E - DENOTES ENTRY

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Raymond

Authorised Person/Qualified/Registered/Accredited Certifier

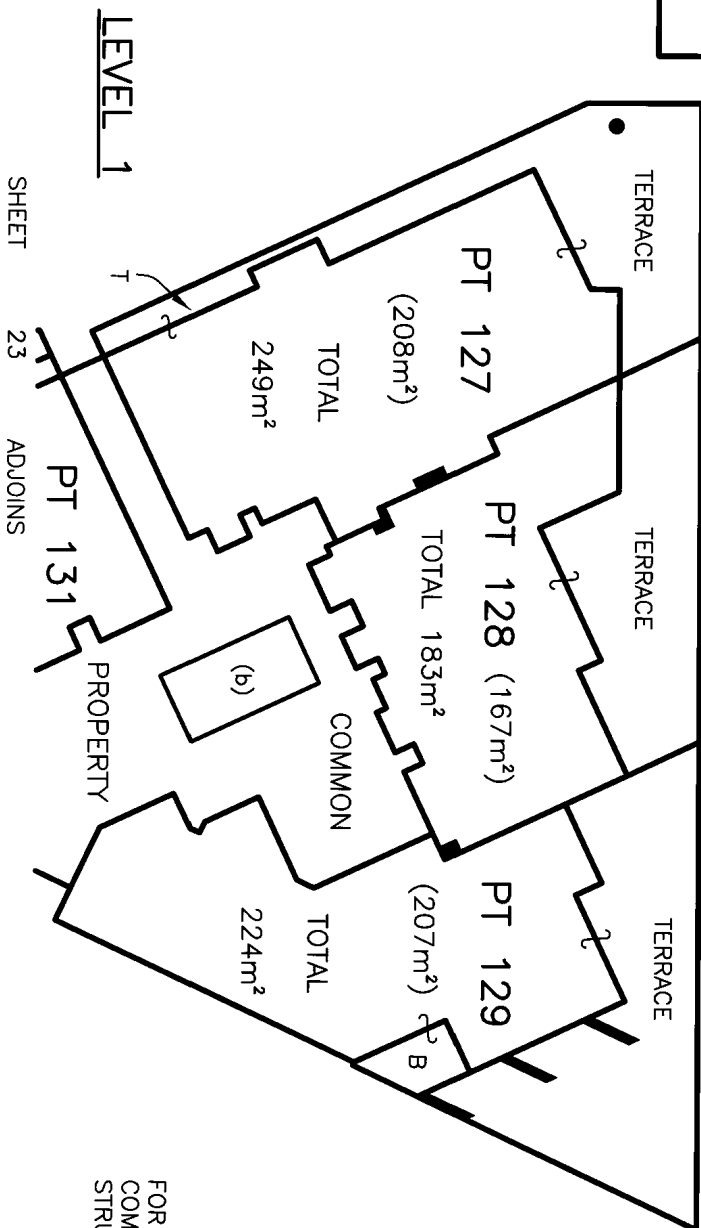
THE STRATUM OF THE LOT 10, 11 & 12 TERRACES, RAISED AREAS & ENTRIES, WHERE NOT COVERED, IS LIMITED TO 6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TERRACE FLOORS.

SP73528

T	E	E	T	T	E
2	2	2	2	2	
PT 7		PT 8		PT 9	
		(87m ²)		(87m ²)	
		TOTAL		TOTAL	
		183m ²		184m ²	
COMMON PROPERTY					
ADJOINS					
T					
PT 10					
(116m ²)					
TOTAL 208m ²					
PT 11					
(107m ²)					
TOTAL 200m ²					
PT 12					
(103m ²)					
TOTAL 196m ²					
T					

SHEET 21

THE STRATUM OF THE LOT 7, 8 & 9 TERRACES & ENTRIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.



- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)
- T - DENOTES TERRACE
- E - DENOTES ENTRY
- R - DENOTES RAISED AREA
- CP - DENOTES COMMON PROPERTY

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

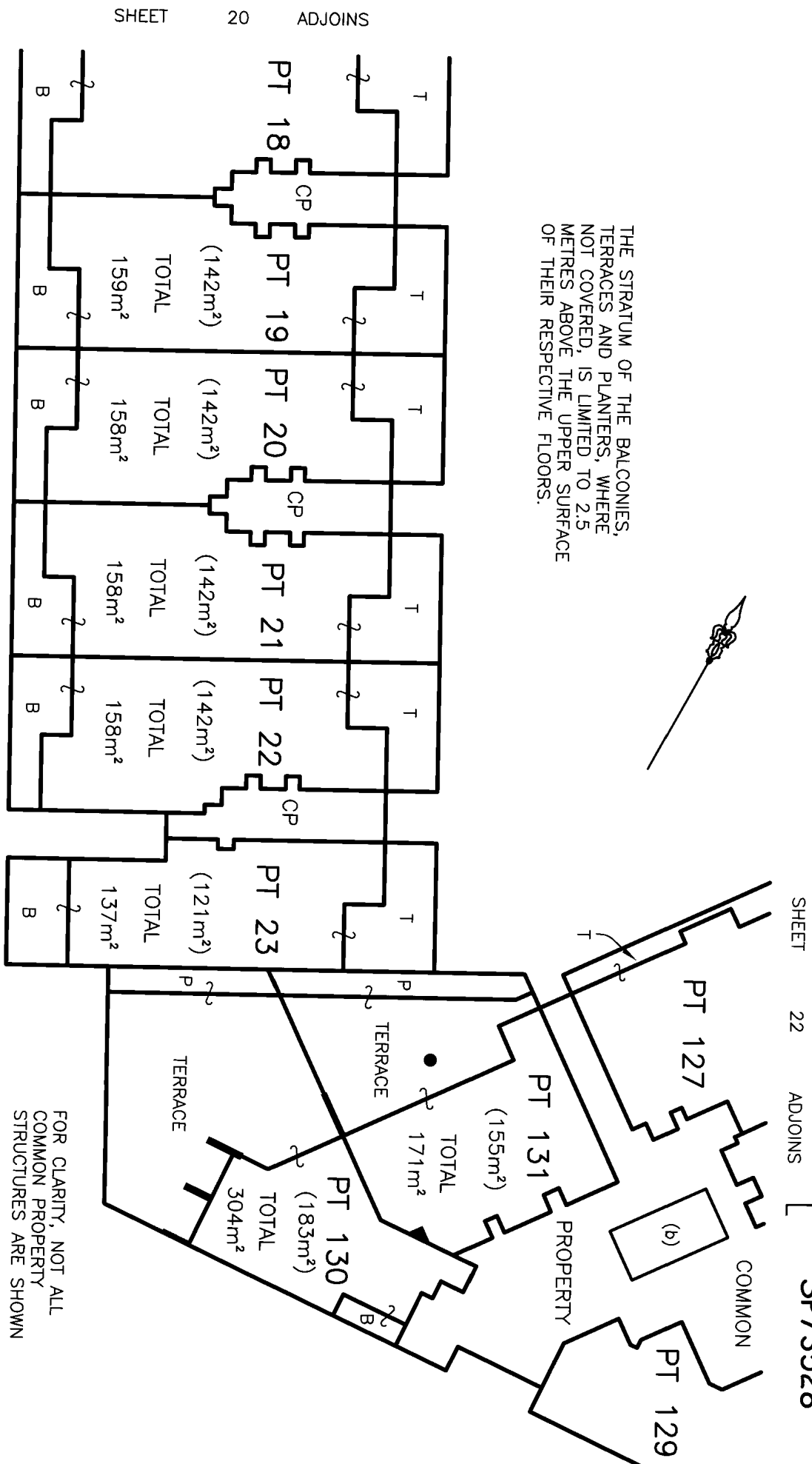
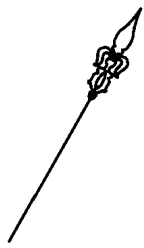
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/Manager/Accredited Certifier

THE STRATUM OF THE BALCONIES, TERRACES AND PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

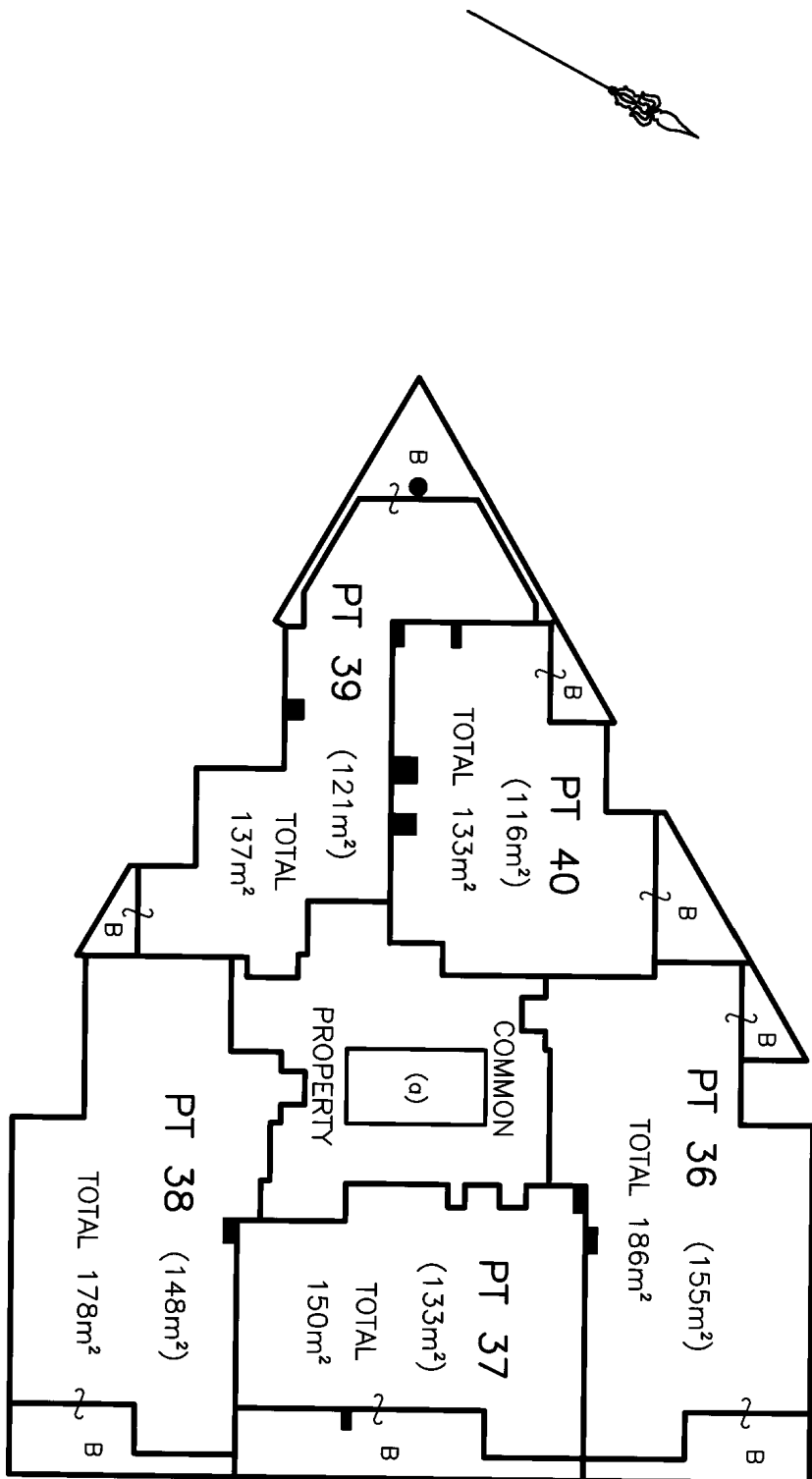


ADJOINS
SHEET 20

Reduction Ratio 1 : 200
Lengths are in metres

Registered Surveyor
SUNRISE REFERENCE : 020411SP

SP73528



(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 2
"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

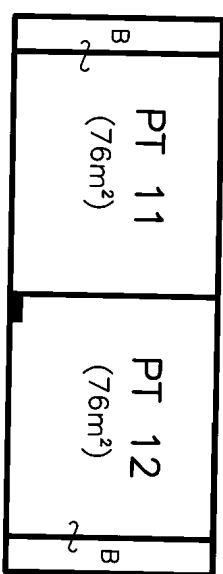
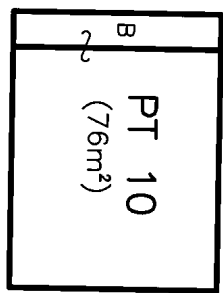
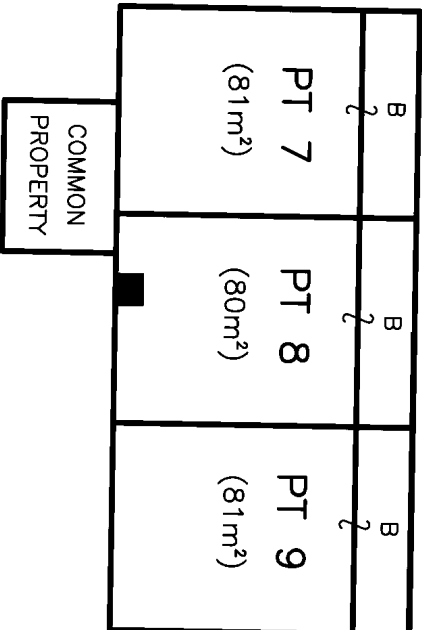
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Tony Mawhin

Authorised Person/General Manager/Accredited Certifier
[Signature]

SP73528



THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

LEVEL 2

"JONES STREET TERRACES"

B - DENOTES BALCONY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

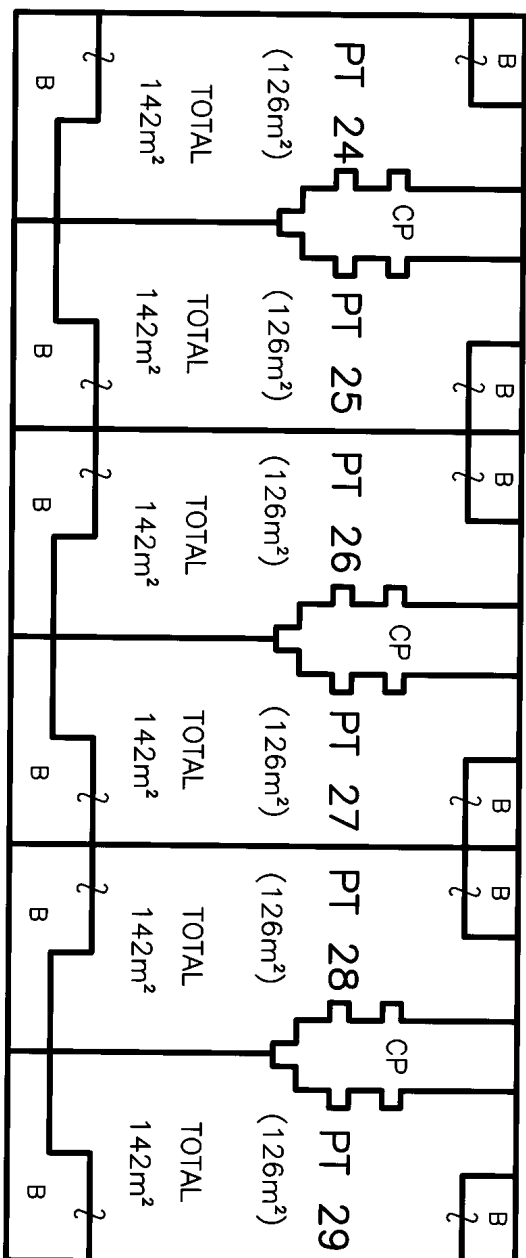
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Tony Mumbwa

Authorised Person/Owner/Manager/Accredited Certifier
[Signature]

SP73528



THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.

LEVEL 2

"REFINERY APARTMENTS"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

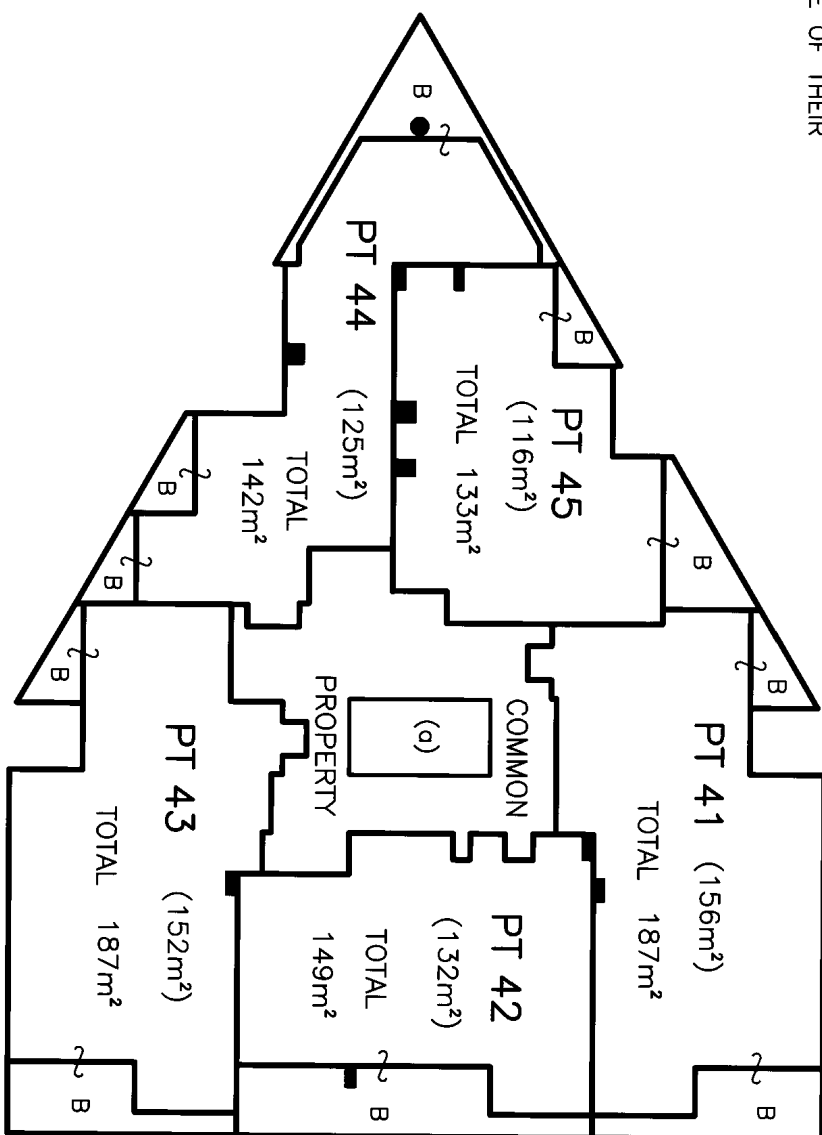
Registered Surveyor

Tony Mawhood

Authorised Person/General Manager/Authorised Certifier

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 4,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



LEVEL 3

"THE DISTILLERY"

- (o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

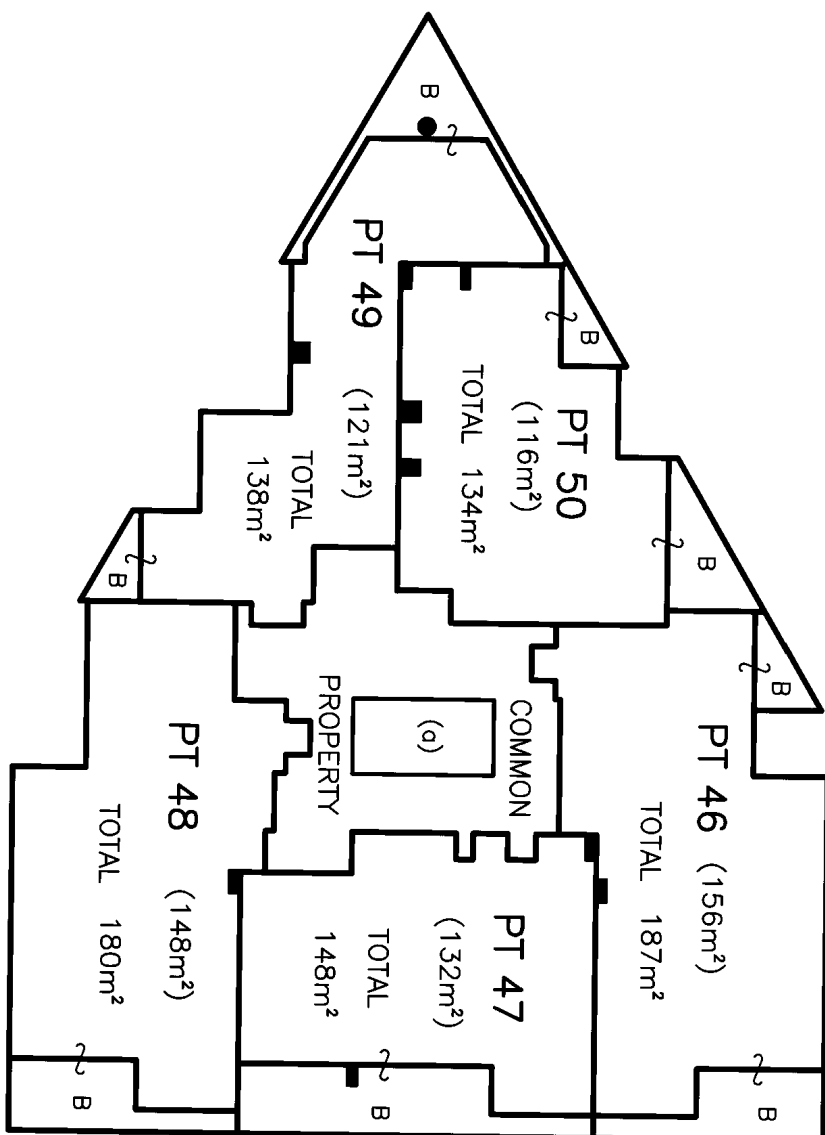
Lengths are in metres

Registered Surveyor

Tany Munday

Authorised Person/General Manager/Accredited Certifier

SP73528

LEVEL 4

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

Lengths are in metres

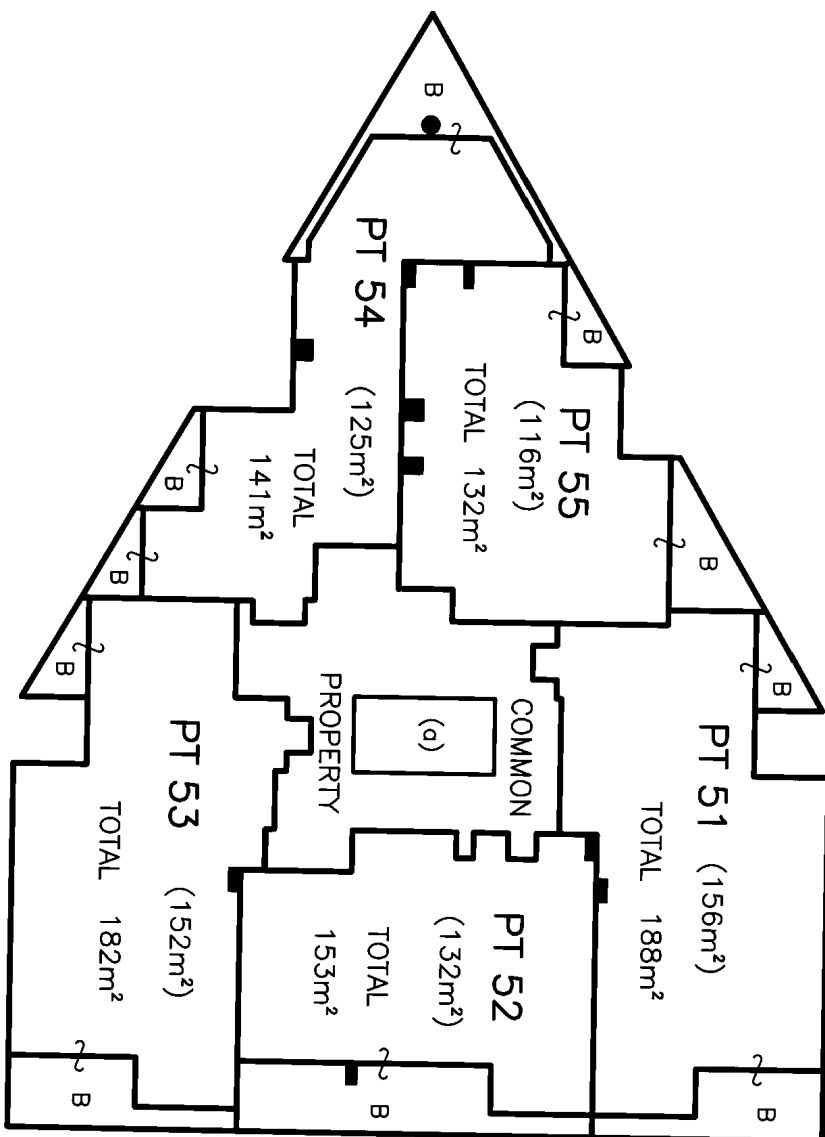
Registered Surveyor

Ray Mundy

Authorised Person/General Manager/ Accredited Certifier

Ray Mundy

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 6,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



LEVEL 5
"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY

Reduction Ratio 1 : 200

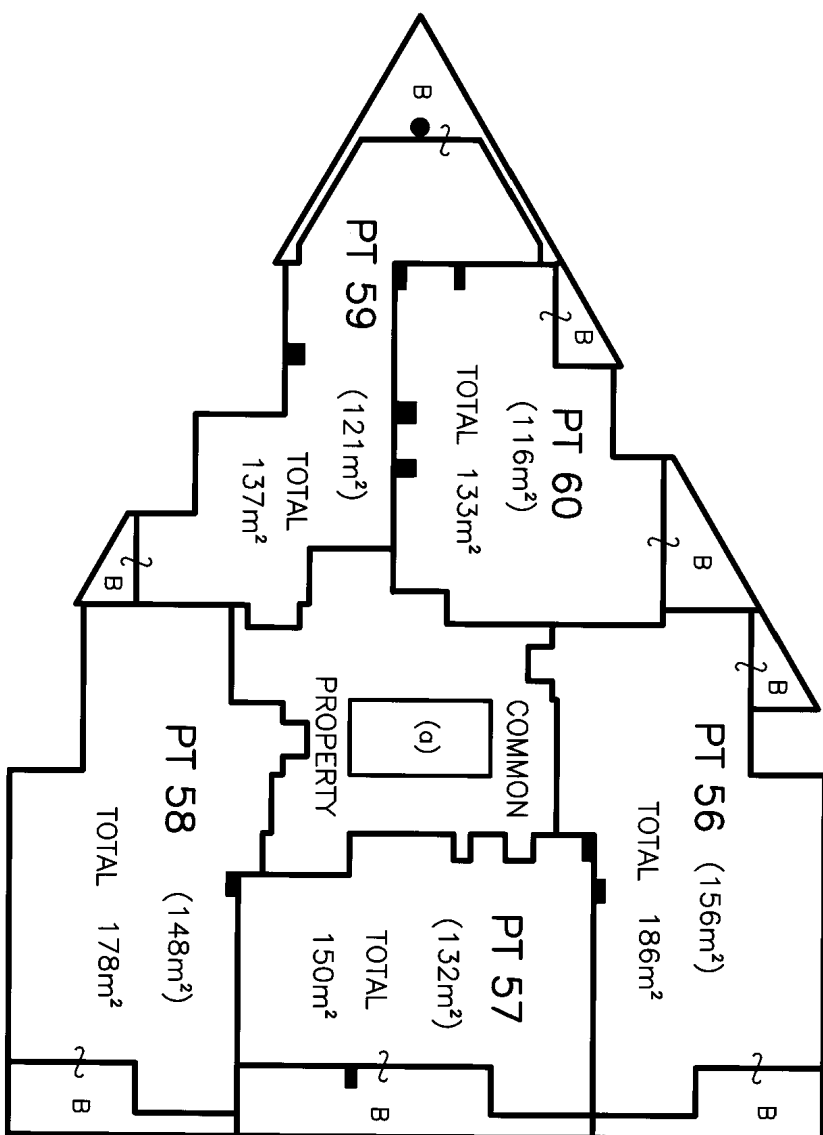
Lengths are in metres

Registered Surveyor

Tony Munn

Authorised Building Surveyor/Plumber/Inspected Certifier

SP73528

LEVEL 6

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

Lengths given in metres

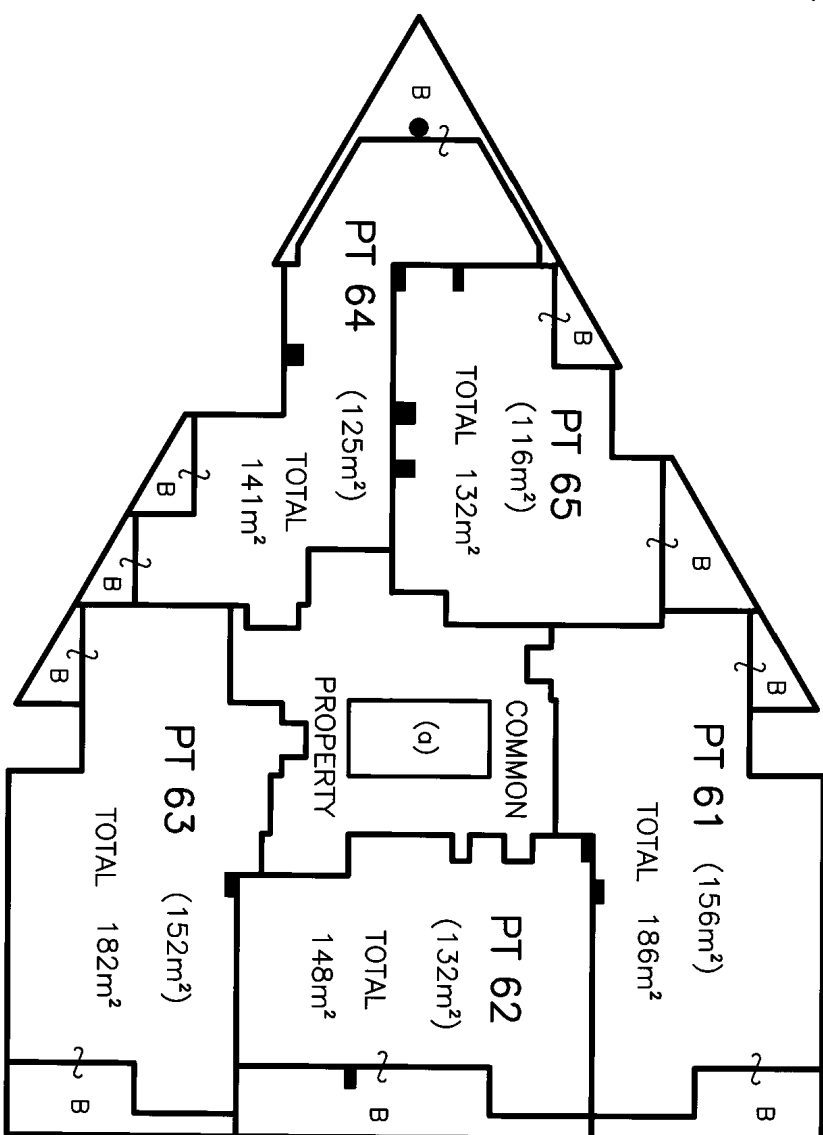
Registered Surveyor

Tony M. Smith

Authorised Person/Owner/Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 8,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 7

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

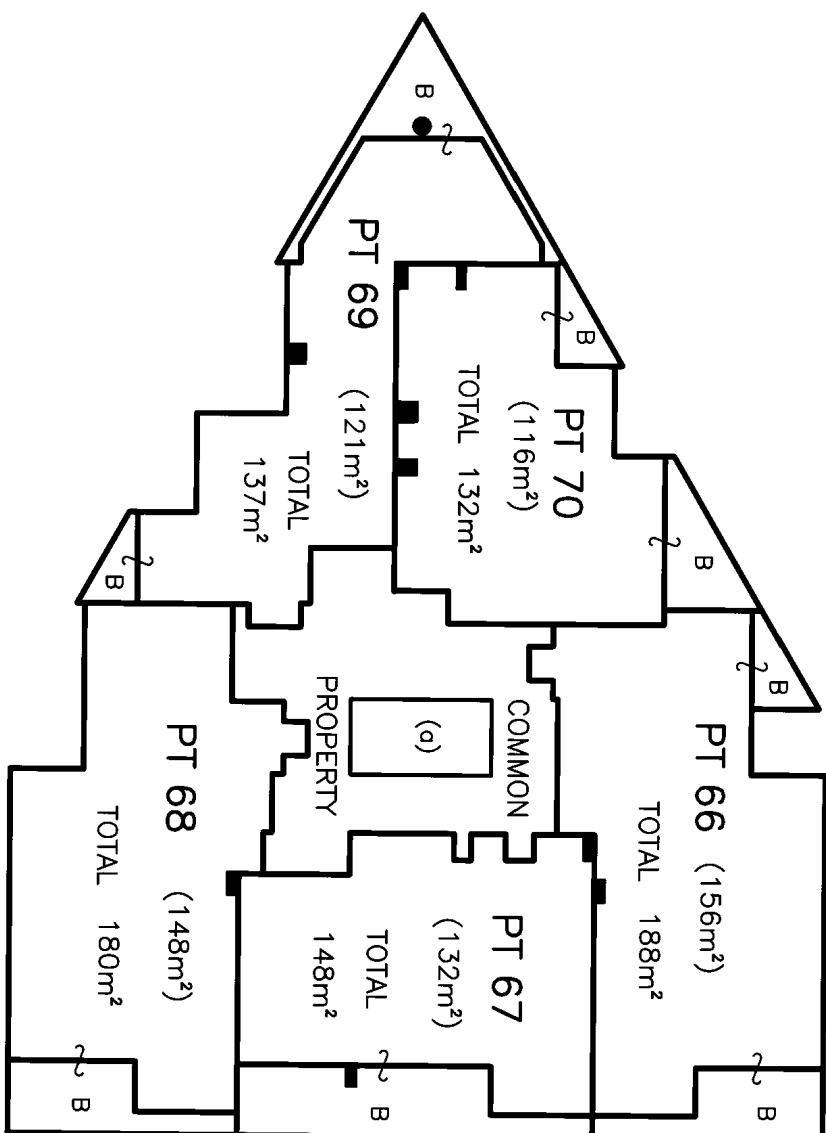
Registered Surveyor

Ray M. Smith

Authorised Person/Authorised Signatory/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 8

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio, 1 : 200

Lengths are, in metres

Registered Surveyor

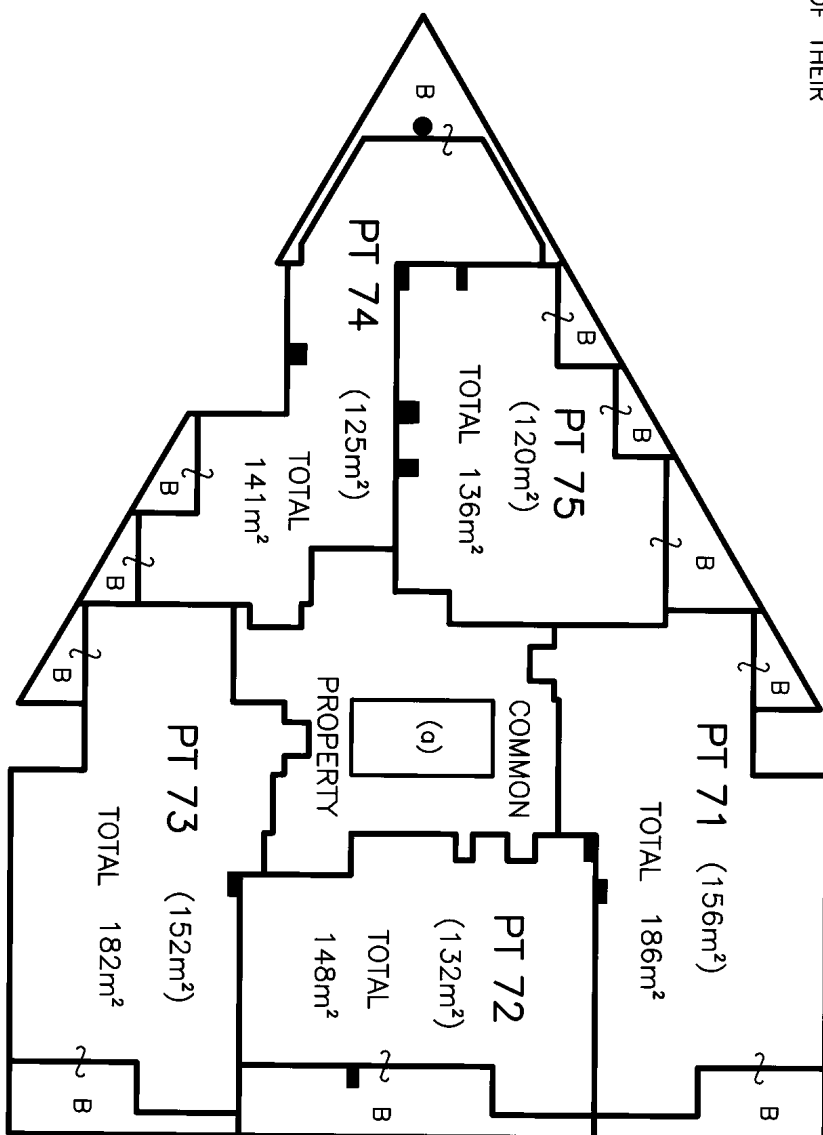
Rug Mawby

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 10,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



LEVEL 9

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1 : 200

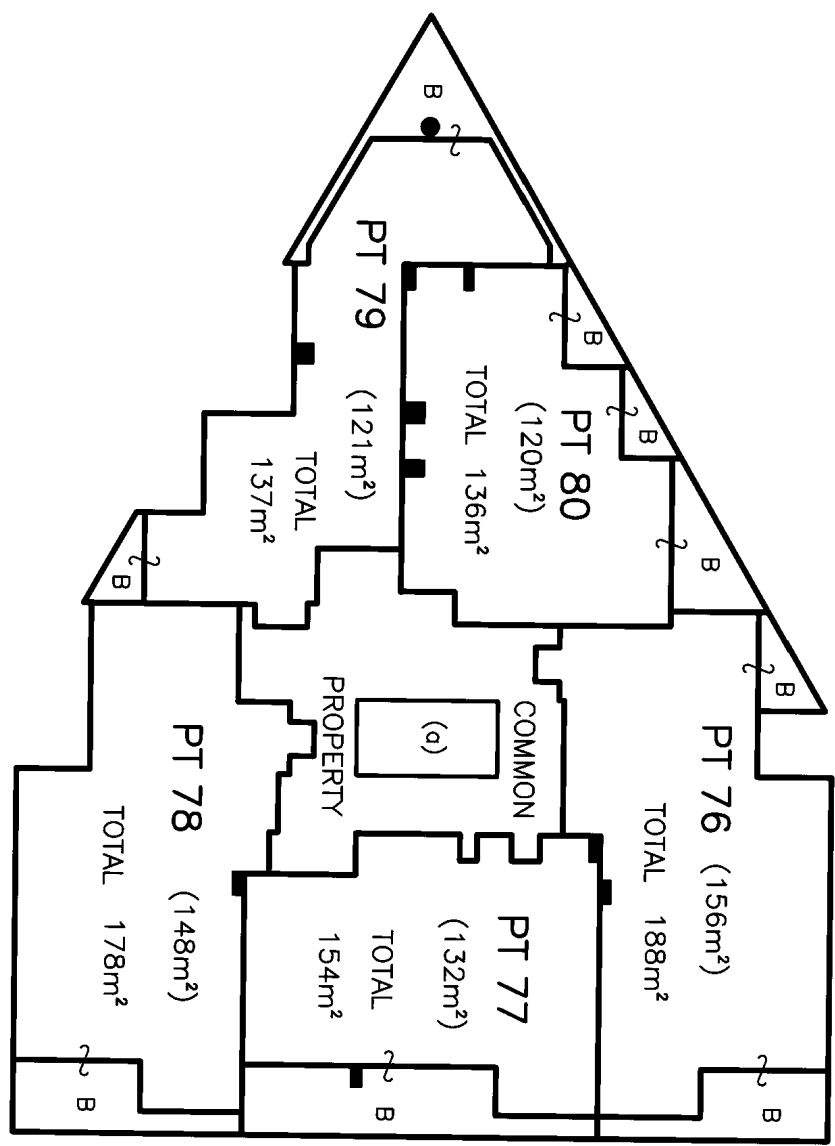
Lengths are in metres

Registered Surveyor

Tony Mawle

Authorised Person/Registered Surveyor/Accredited Certifier

SP73528



LEVEL 10

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

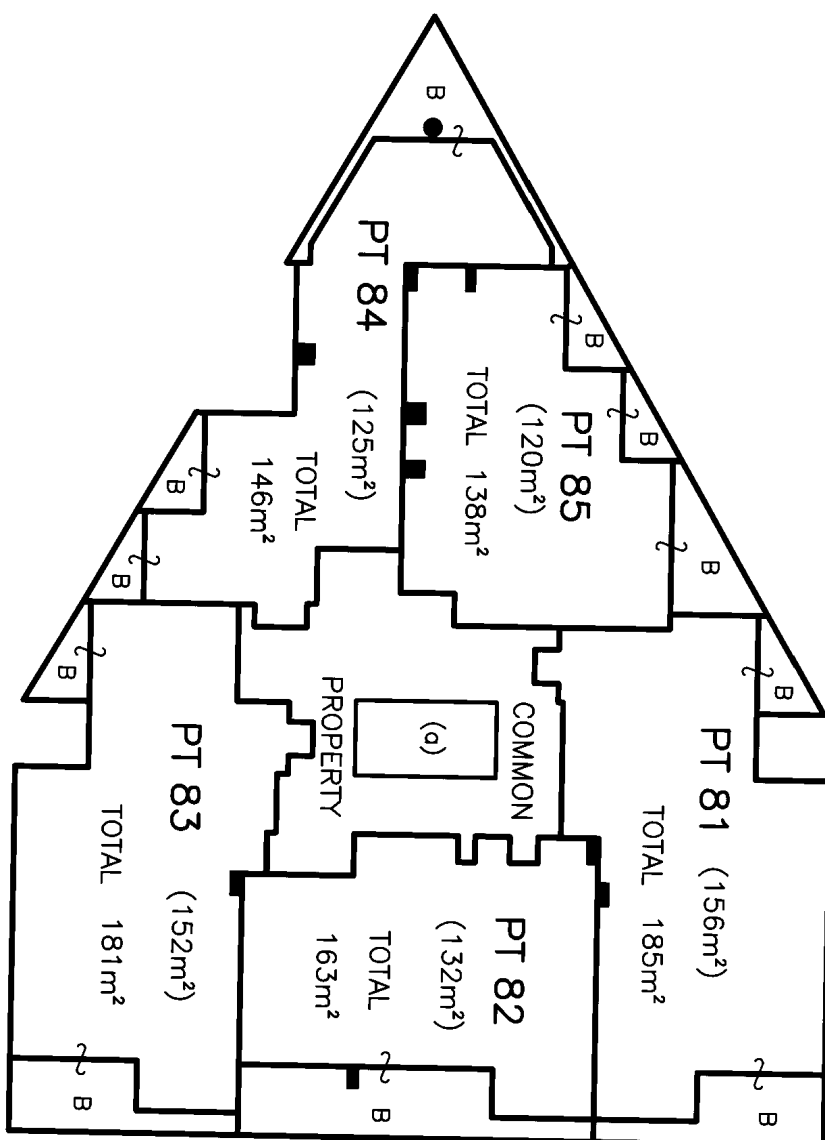
Lengths are in metres

Registered Surveyor
Tony Munnik

Authorised Person/Deputy Manager/Accredited Certifier
[Signature]

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 12,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 11

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

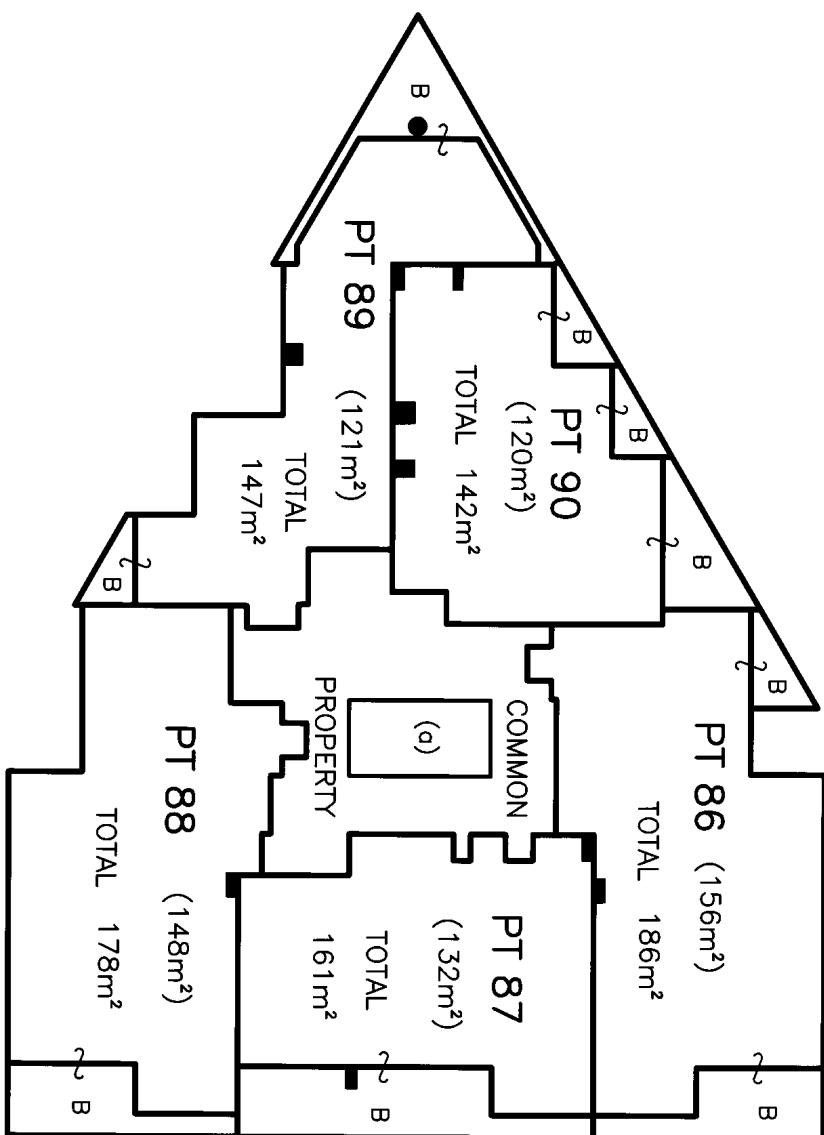
Lengths are in metres

Registered Surveyor

Raymond

Authorised Person/Engineer/Registered/ Accredited Certifier

SP73528

LEVEL 12

"THE DISTILLERY"

- (o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

Lengths are in metres

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Registered Surveyor

Tang Mook

Authorised Person/Registered Surveyor/Inscribed Certifier

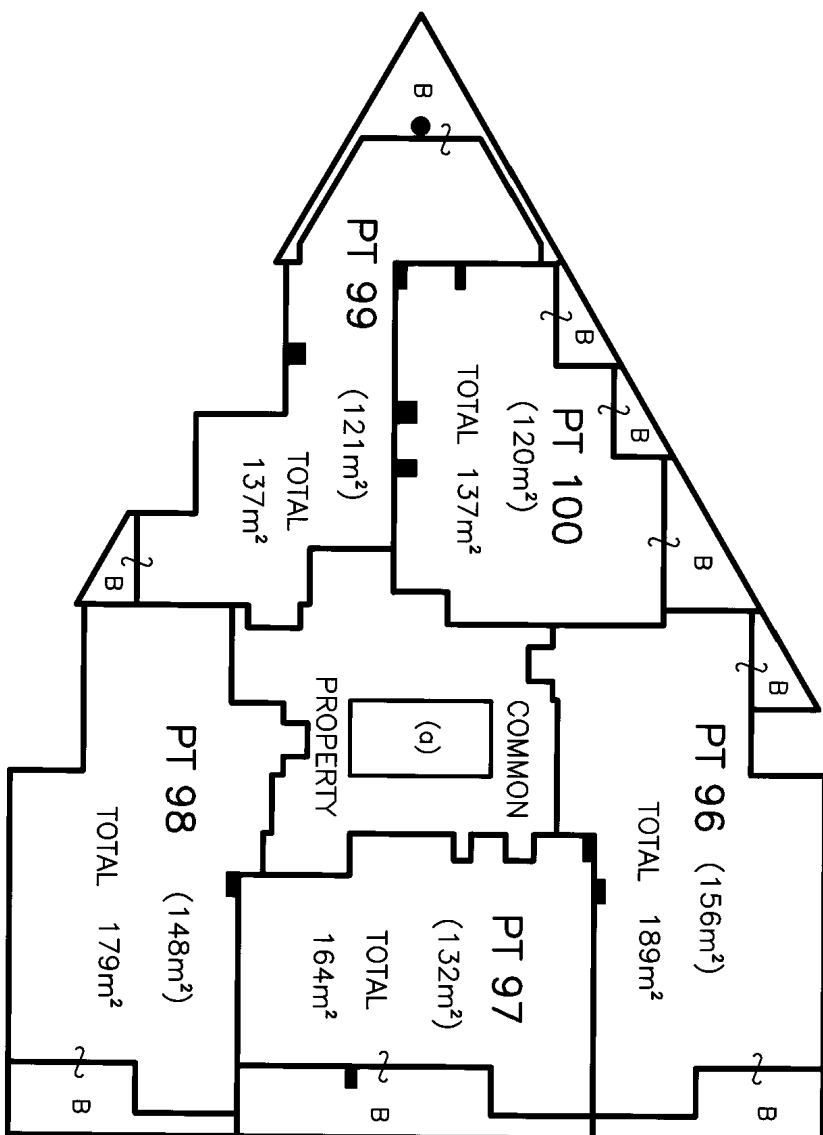
SP73528



Lengths are in metres

~~Authorized Person/Conduct Manager/Accredited Certifier~~

SP73528



(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

LEVEL 14

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

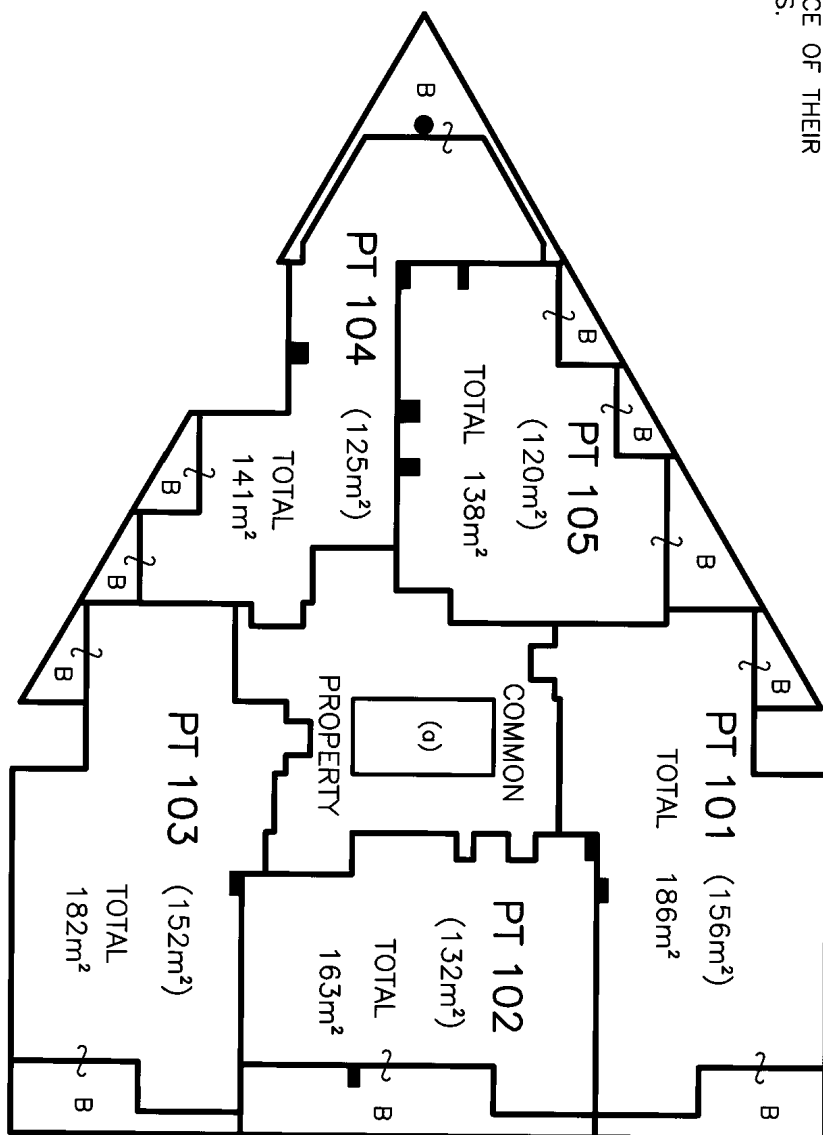
Lengths are, in metres

Registered Surveyor

Tang Min

Authorized Person/Manager/Accredited Certifier

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 16,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 15
"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

SP73528

Reduction Ratio 1 : 200

Lengths are in metres

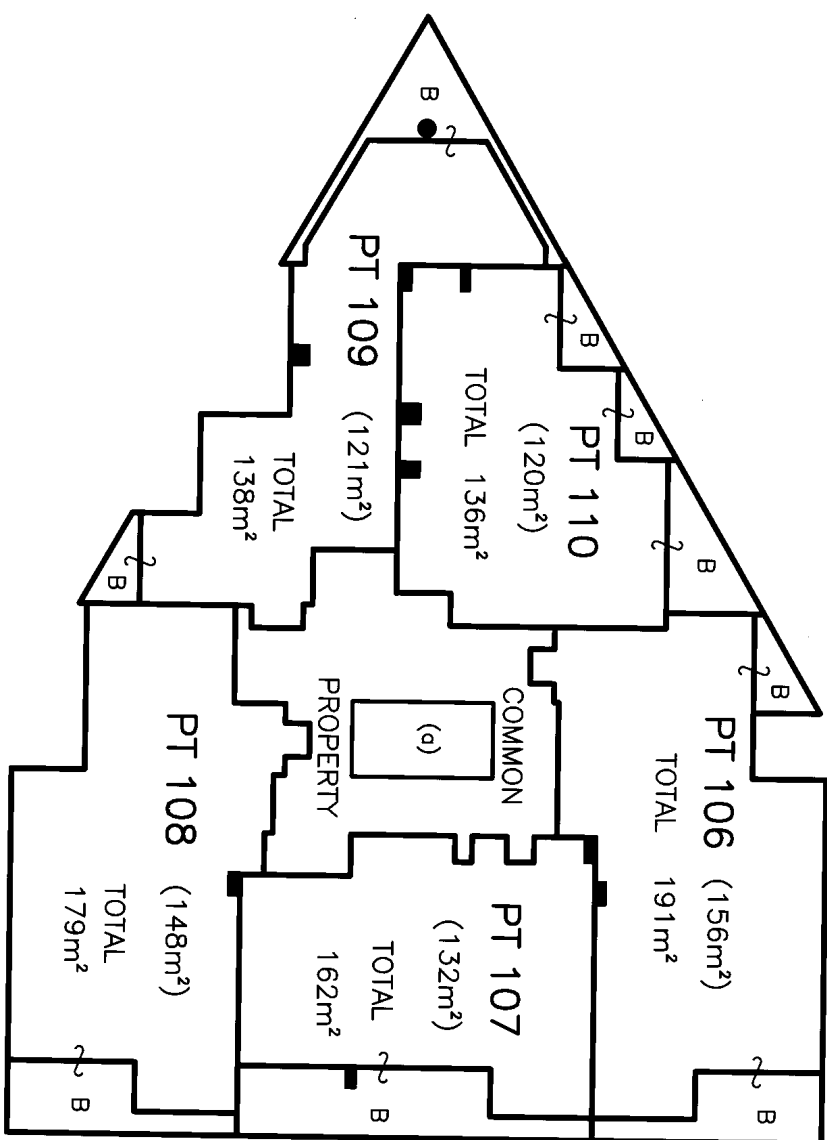
Registered Surveyor

Tony Mander

Authorised Person/Qualified/Metric/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528

LEVEL 16

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

- (o) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

Lengths are in metres

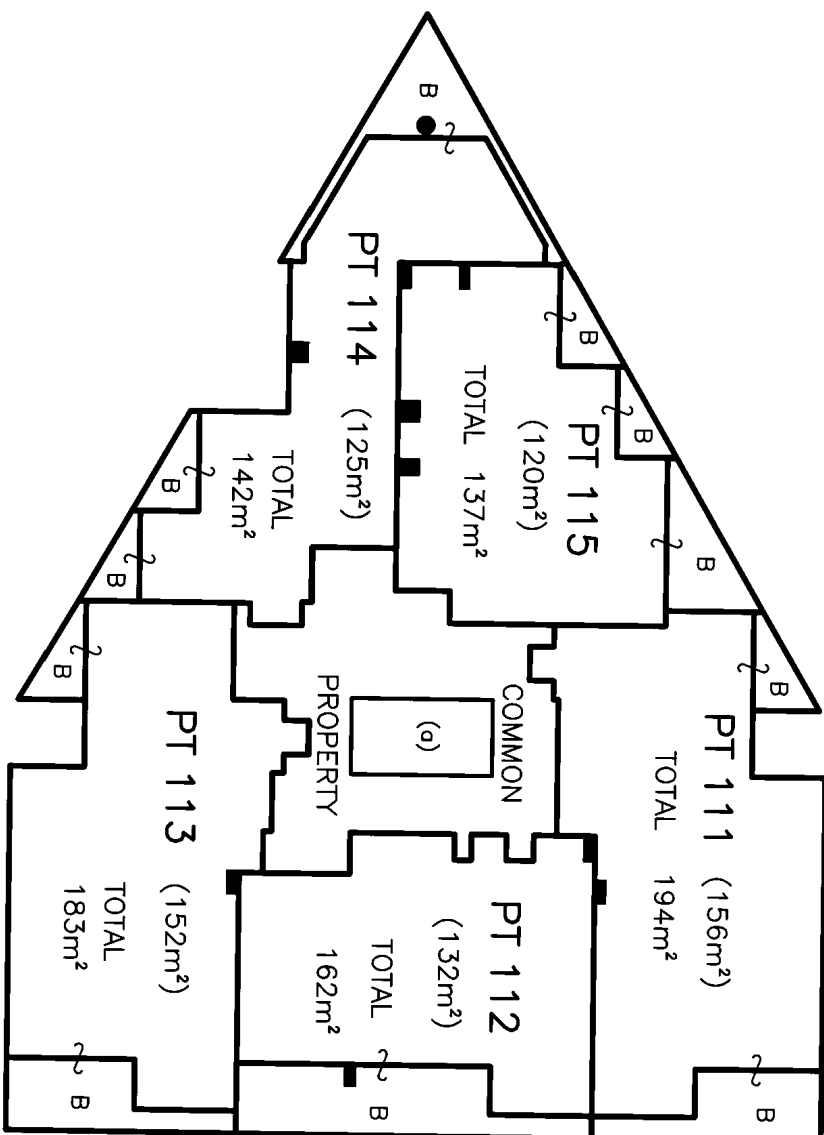
Registered Surveyor

Tony Munn

Authorised Person/General Manager/ Accredited Officer

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED BY LEVEL 18,
IS LIMITED TO 2.5 METRES ABOVE
THE UPPER SURFACE OF THEIR
RESPECTIVE FLOORS.



(c) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 17

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

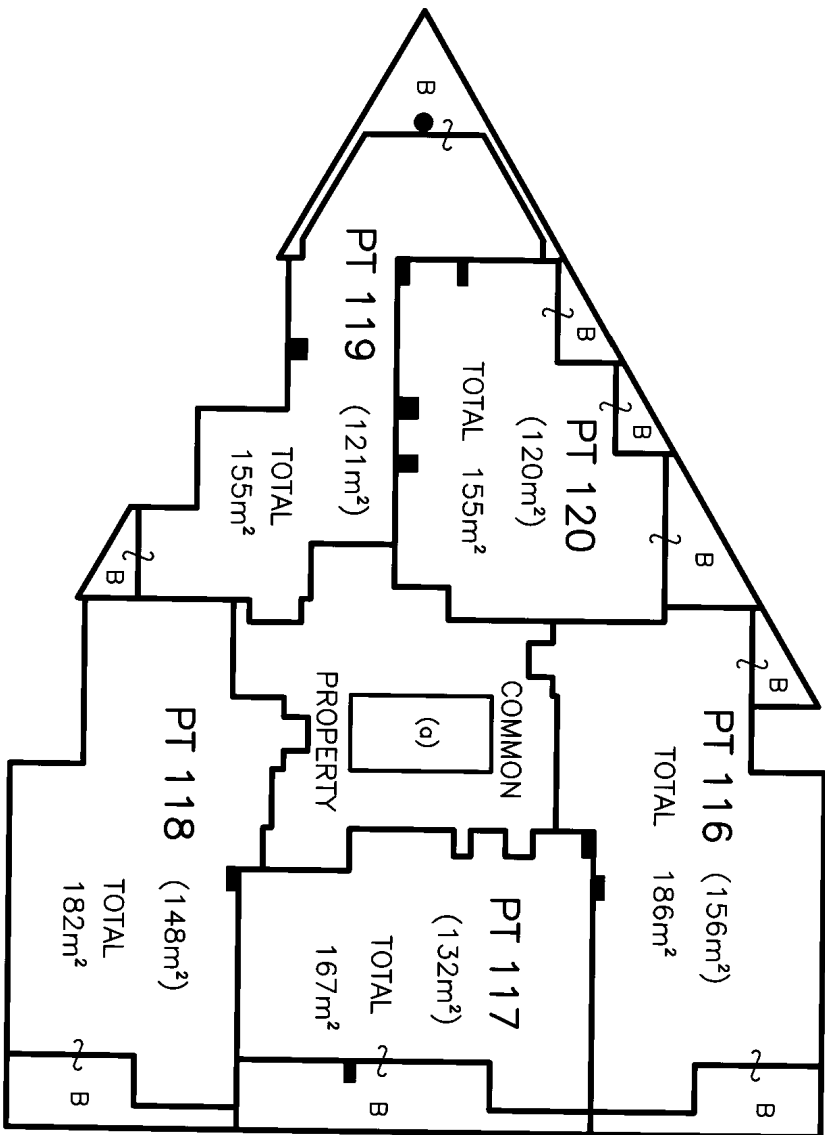
Lengths are in metres

Registered Surveyor

Tough Muck

Authorised Person/General Manager/Accredited Certifier

SP73528



LEVEL 18

"THE DISTILLERY"

- (o) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

Reduction Ratio 1 : 200

Lengths are in metres.

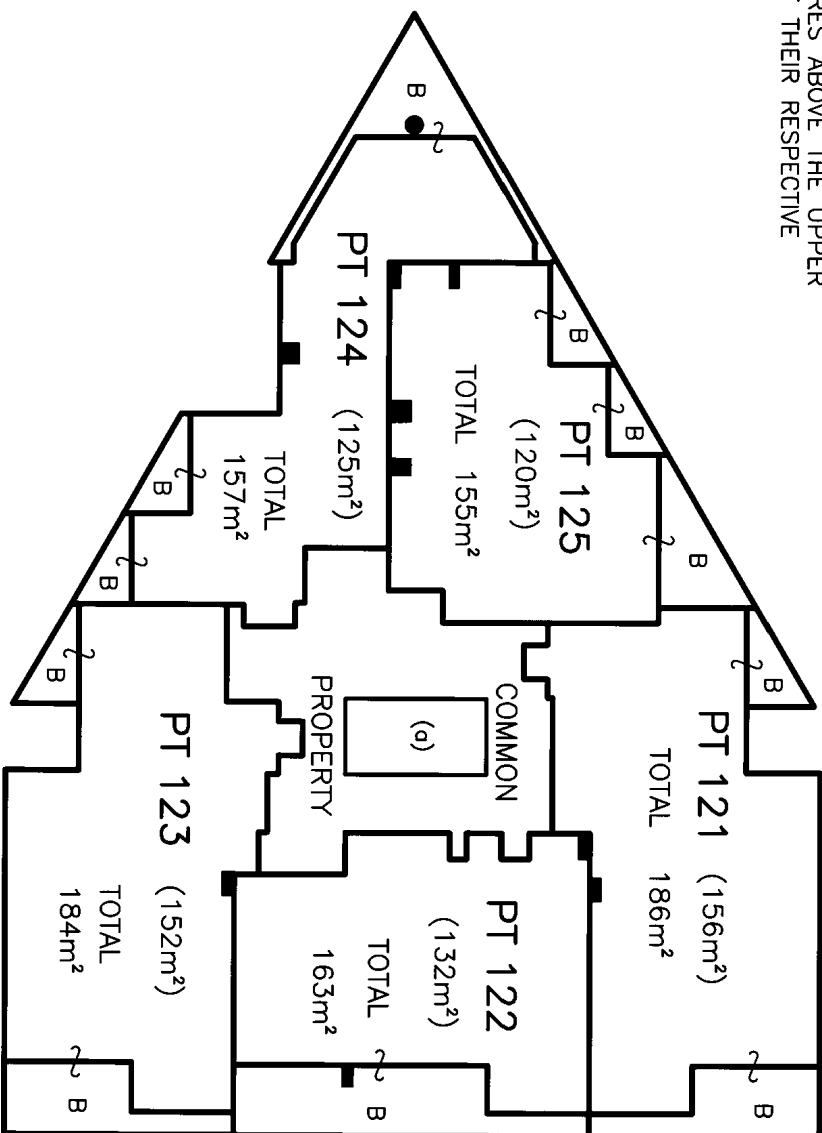
FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Registered Surveyor

Authorised Person for the Survey/ Accredited Certifier

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.



(a) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 19

"THE DISTILLERY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

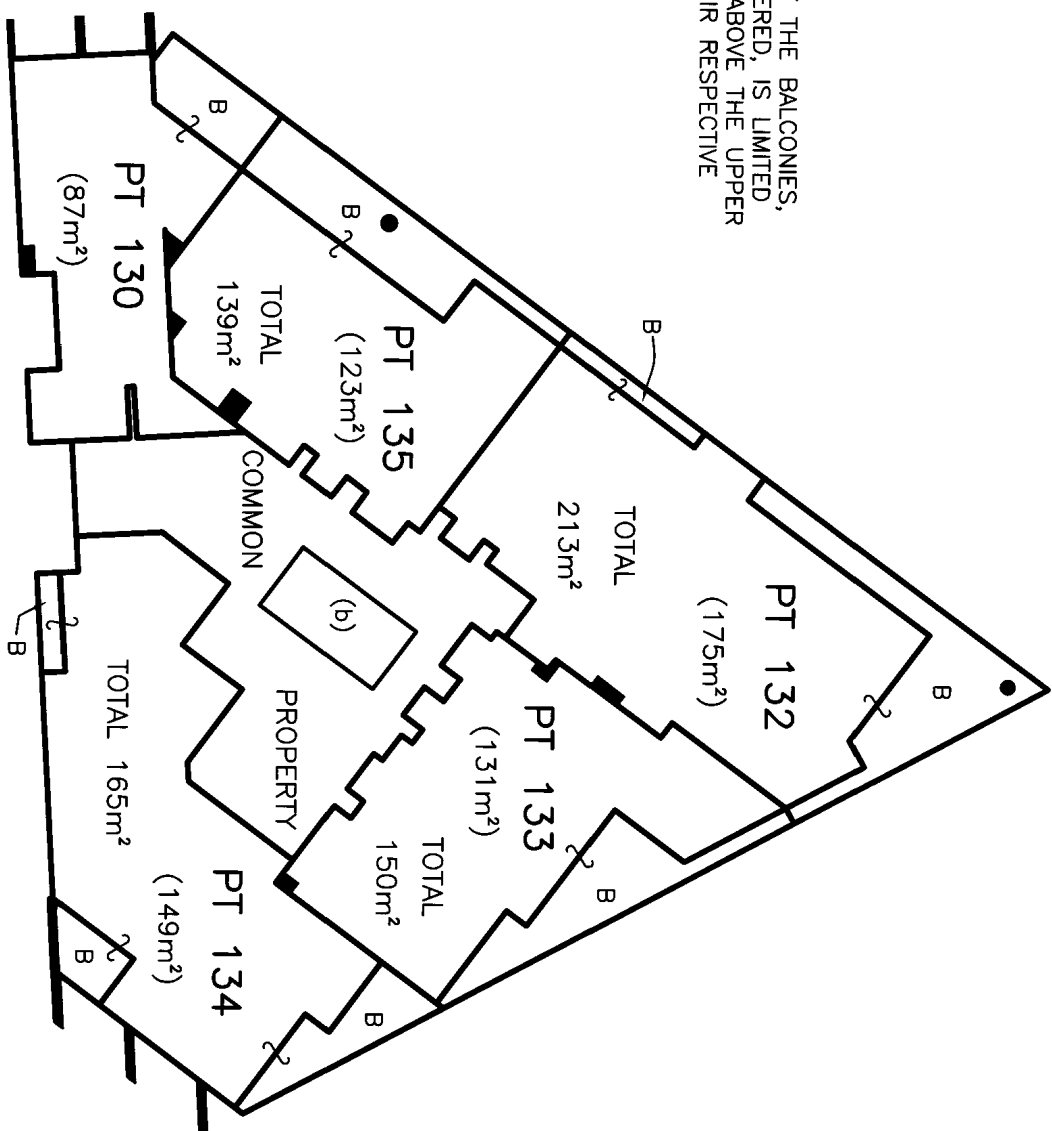
Tony Munk

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.



- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

LEVEL 2

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

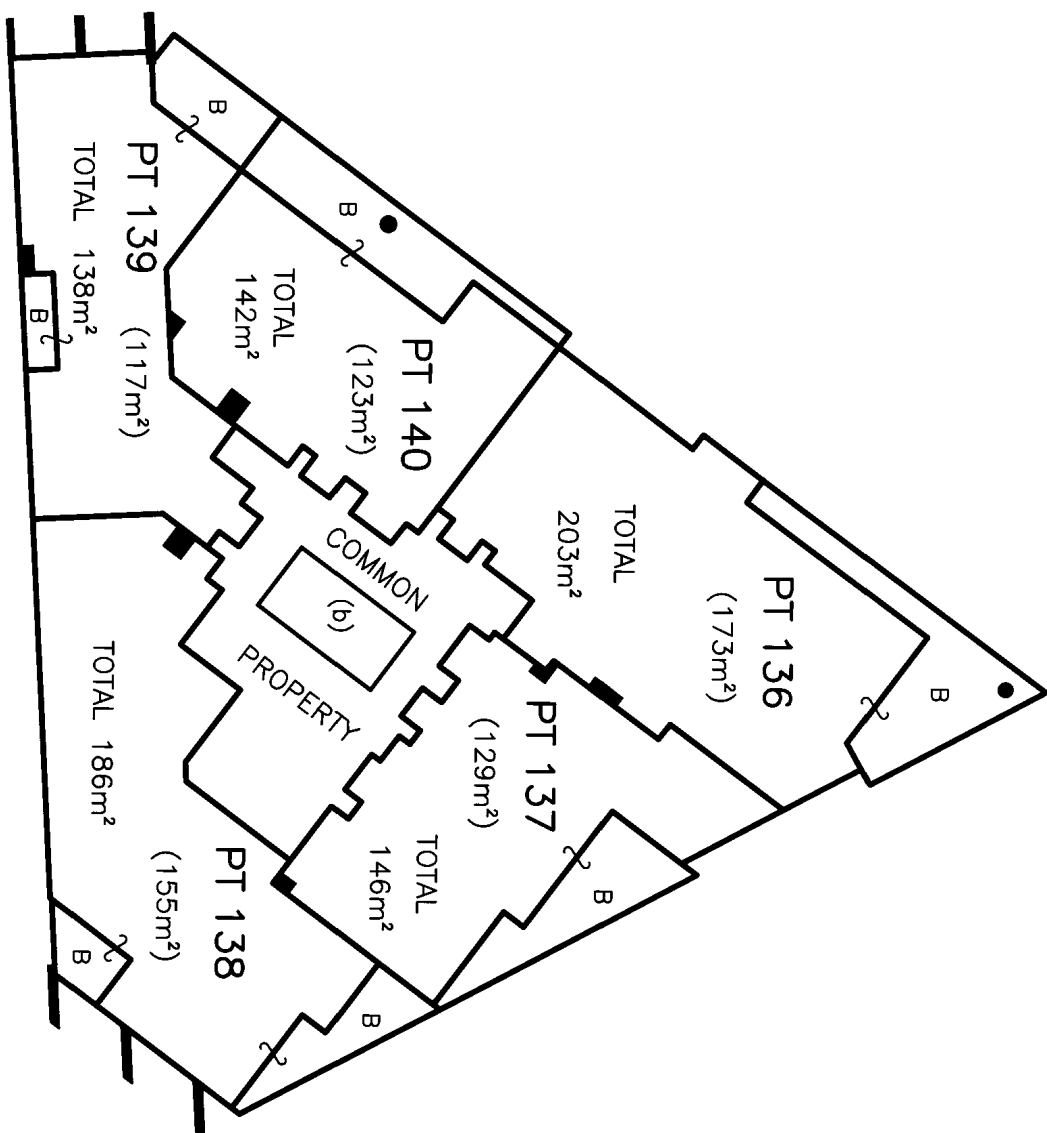
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

 Authorised Person/General Manager/Accredited Certifier -

SP73528



FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 3

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

"THE QUARRY"

Reduction Ratio 1 : 200

Lengths are in metres

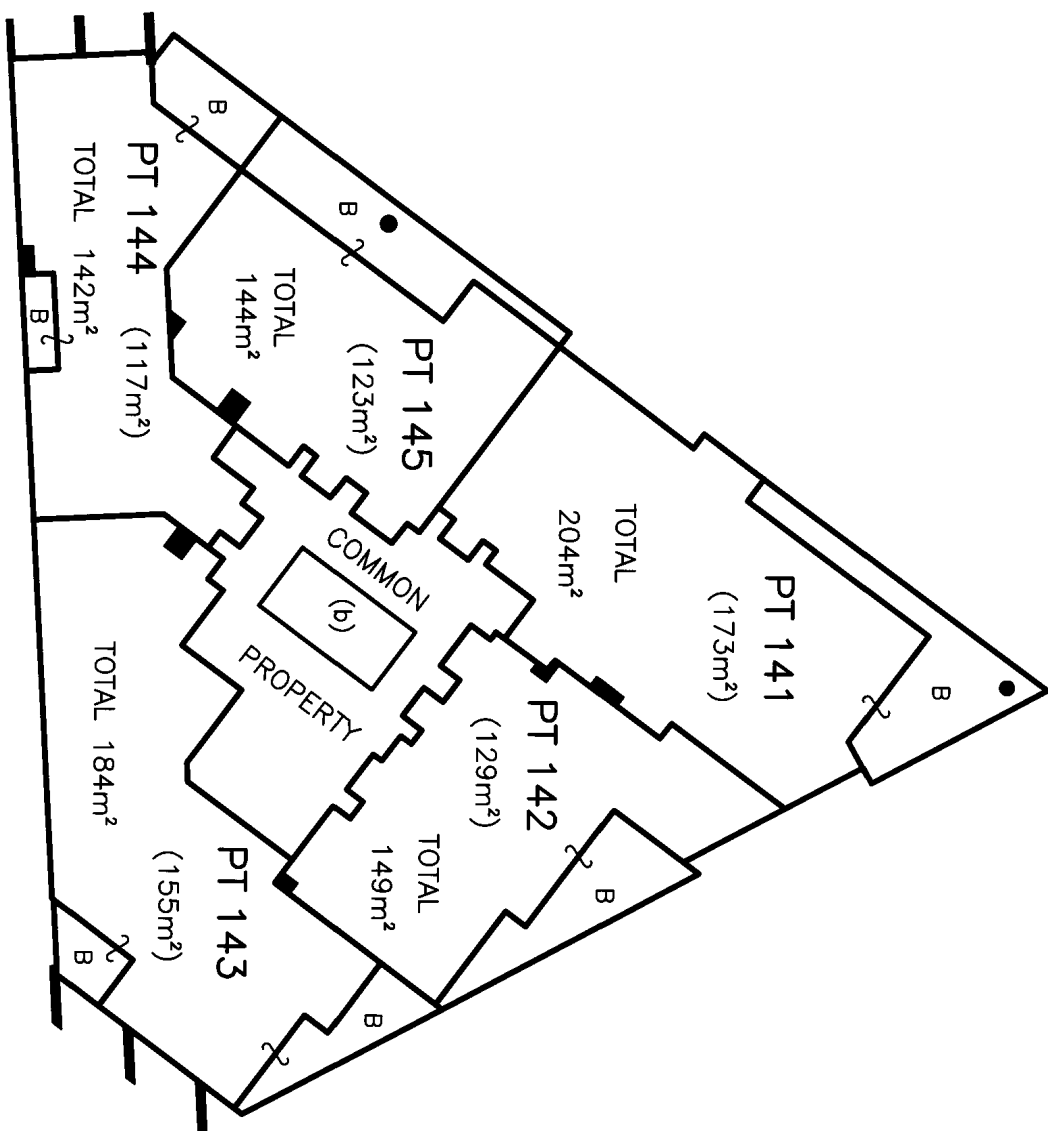
Registered Surveyor

Tony Menden

Authorised Person General Manager / Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528

LEVEL 4

"THE QUARRY"

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

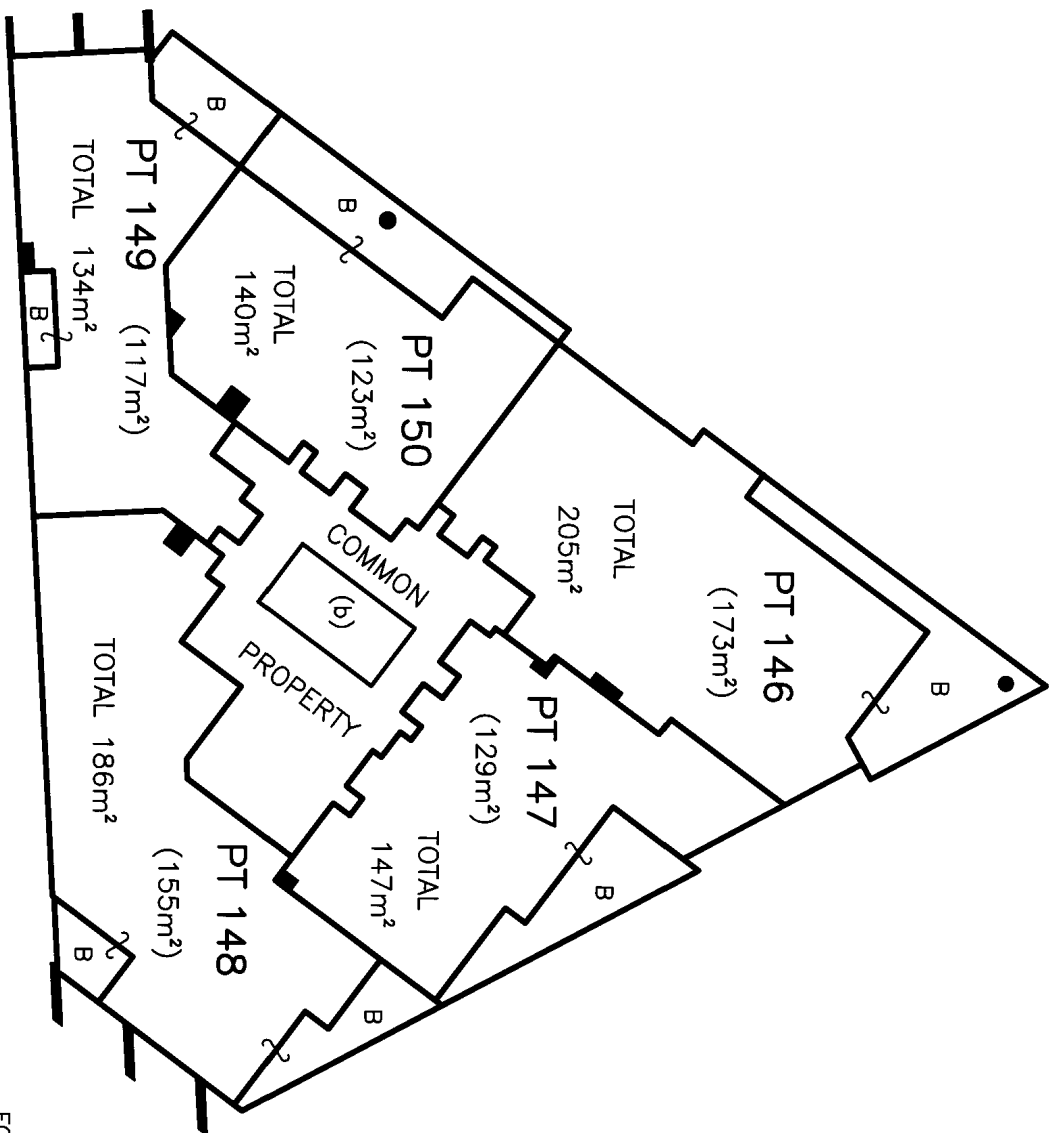
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/Manager/Accredited Certifier

SP73528



FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 5

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

"THE QUARRY"

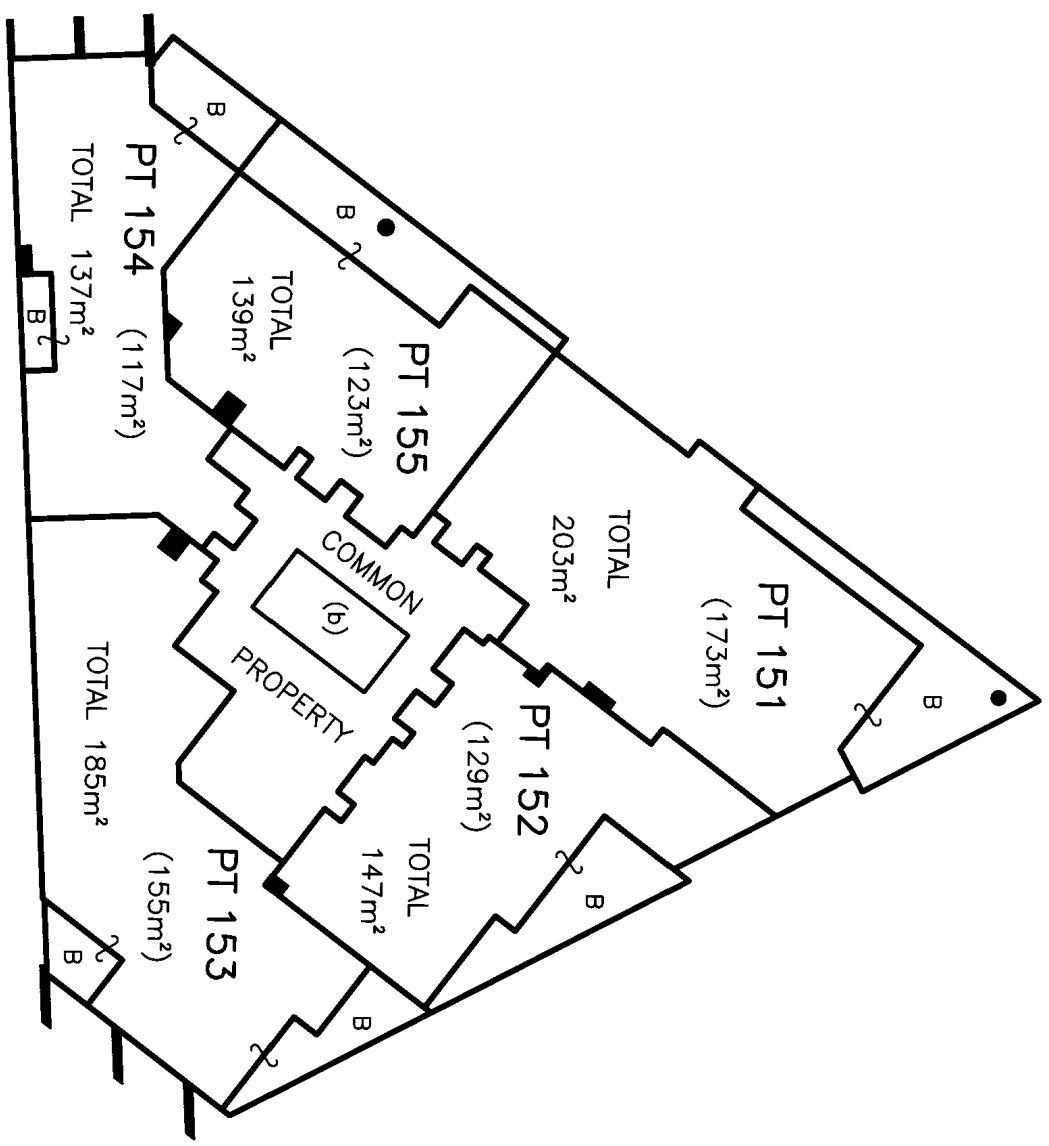
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Tony Munk

Authorised Person
[Signature]
Accredited Certifier

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY

B - DENOTES BALCONY (COVERED)

LEVEL 6

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

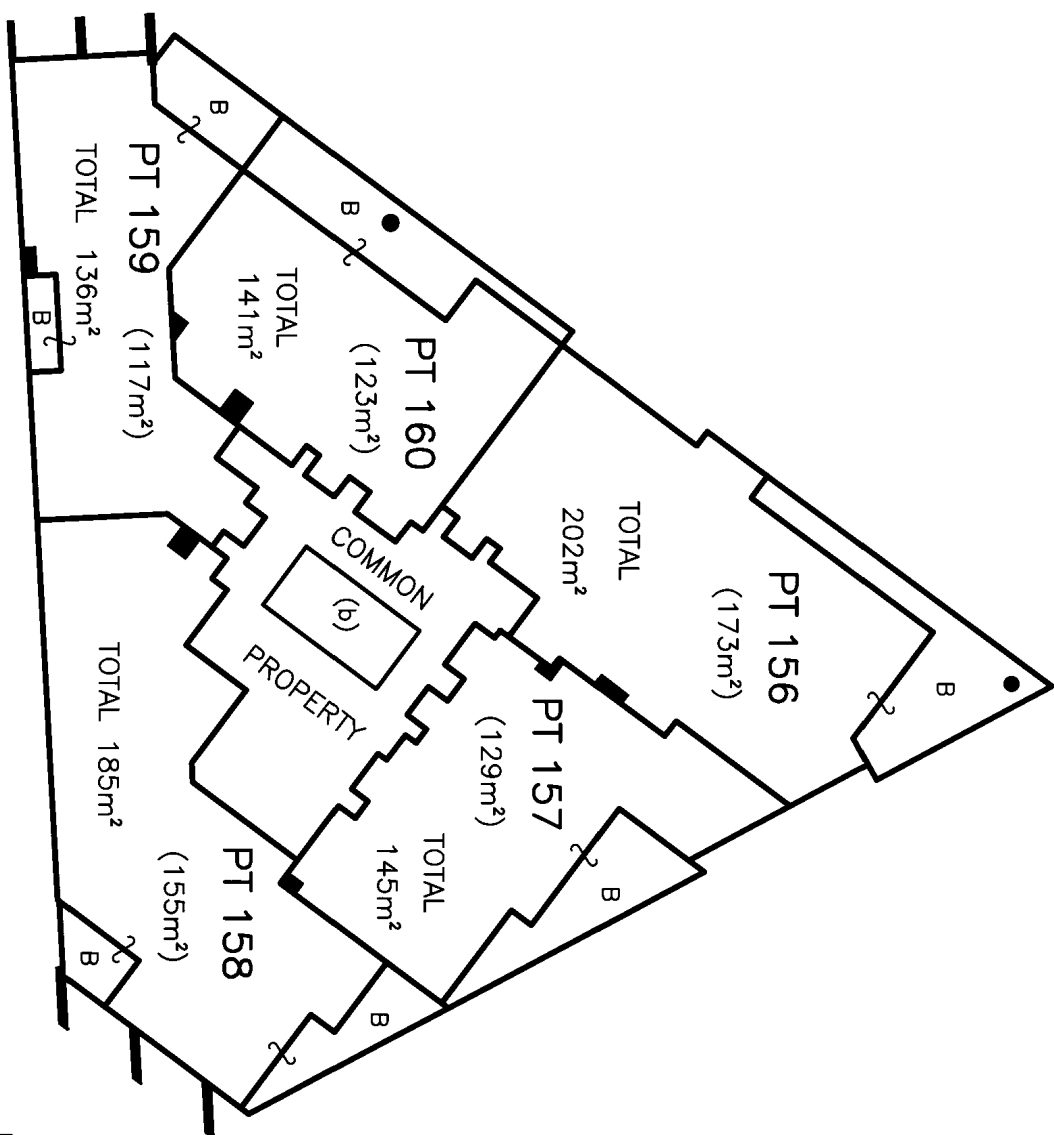
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Tony Mawle

Authorised Person/Member of Accredited Cartiller

SP73528



(b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY

B - DENOTES BALCONY (COVERED)

LEVEL 7

"THE QUARRY"

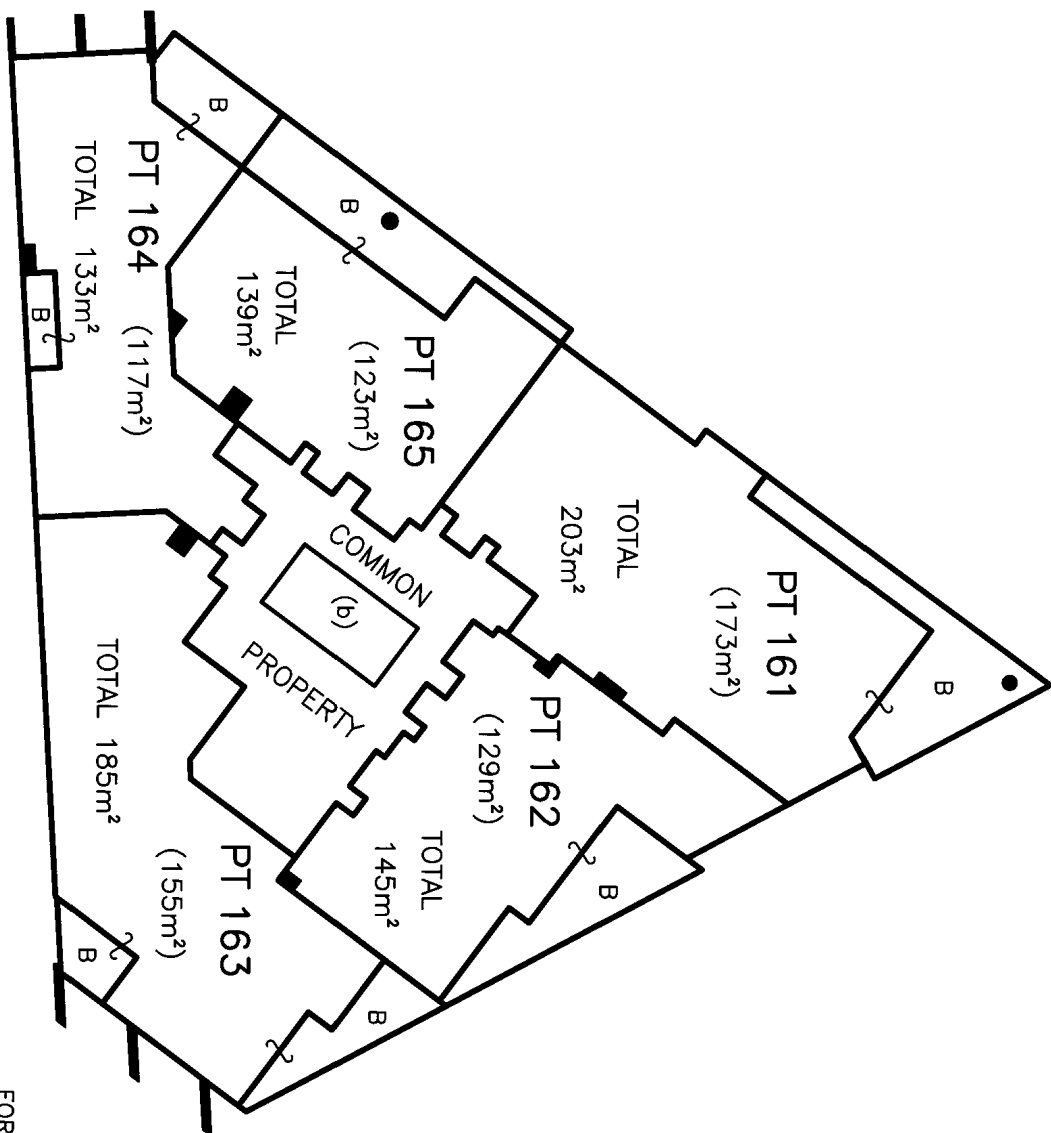
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Tay Mawda

Authorised Person/Competent Person/Accredited Certifier
[Signature]

SP73528



FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 8

"THE QUARRY"

Reduction Ratio 1 : 200

Lengths are in metres

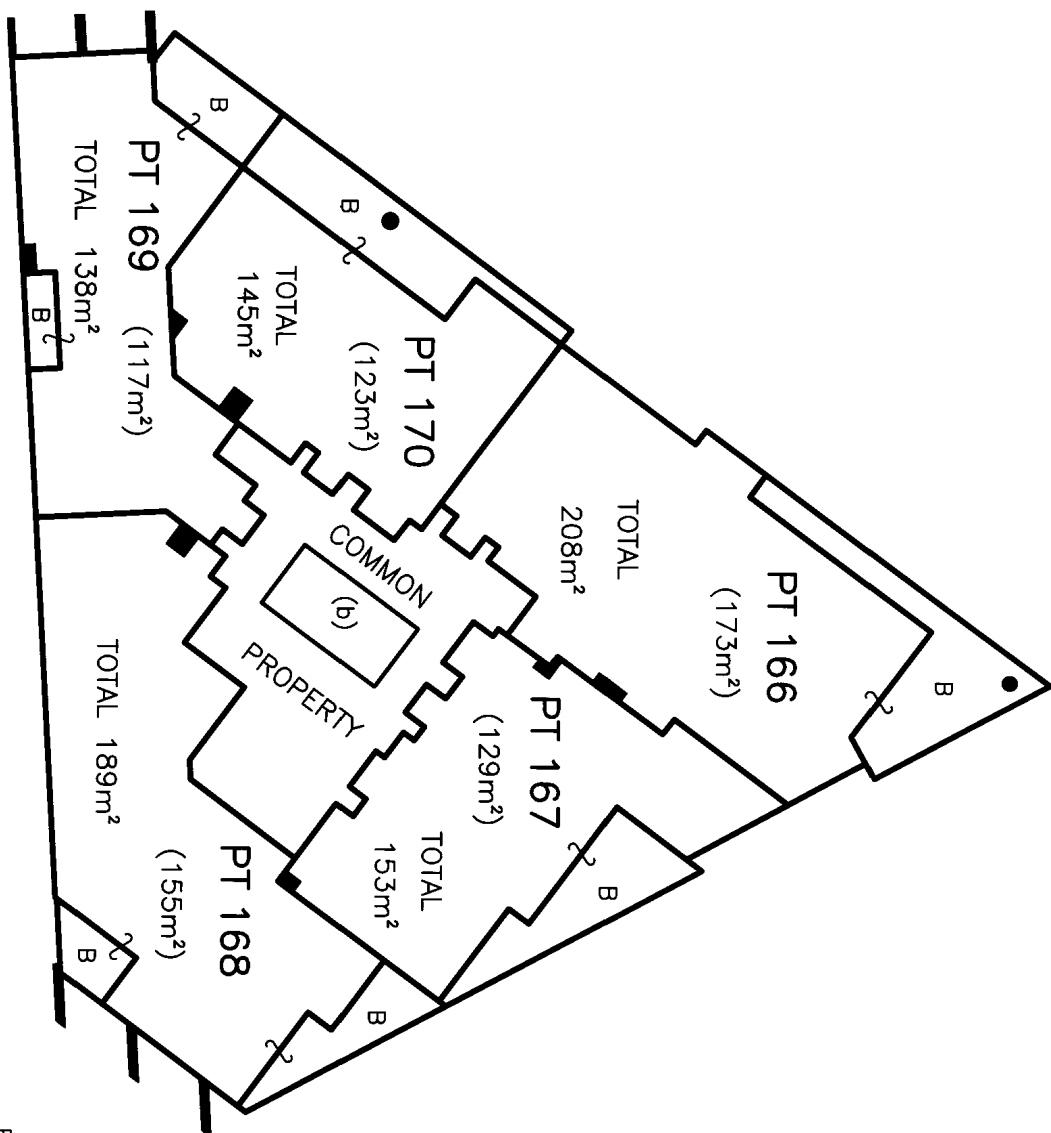
Registered Surveyor

Tony Mander

Authorised Building Manager/ Accredited Certifier

SURVEYOR'S REFERENCE : 020411 SP

SP73528



FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

LEVEL 9

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY (COVERED)

"THE QUARRY"

Reduction Ratio 1 : 200

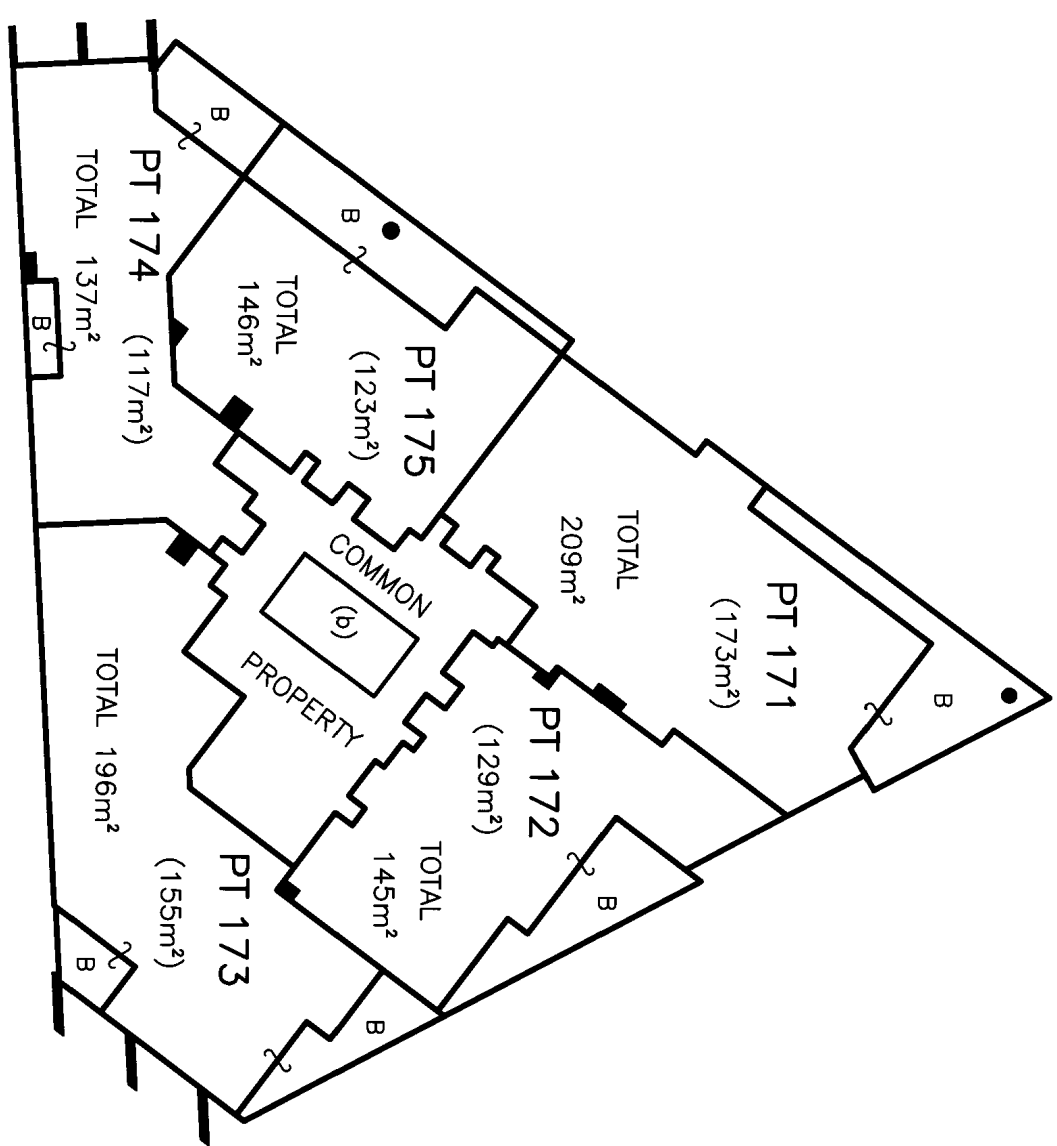
Lengths are in metres

Registered Surveyor

Tommy Blunk

Authorised Person to Sign/Manager/Accredited Certifier

SP73528



LEVEL 10

"THE QUARRY"

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

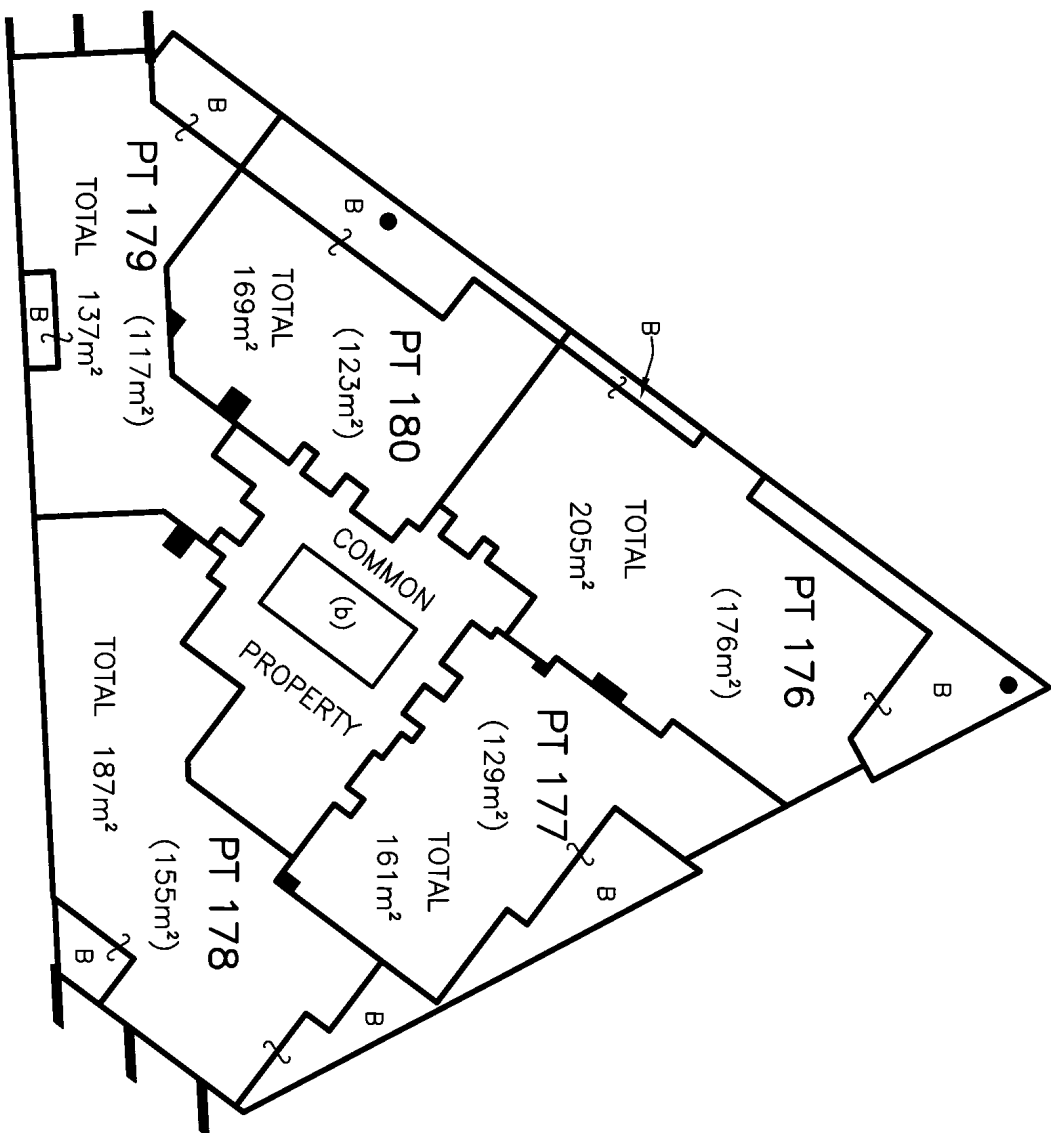
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor *Tony Mawhood*

Authorised Person (Surveyor/Manager/Accredited Certifier) *[Signature]*

SP73528



LEVEL 11

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

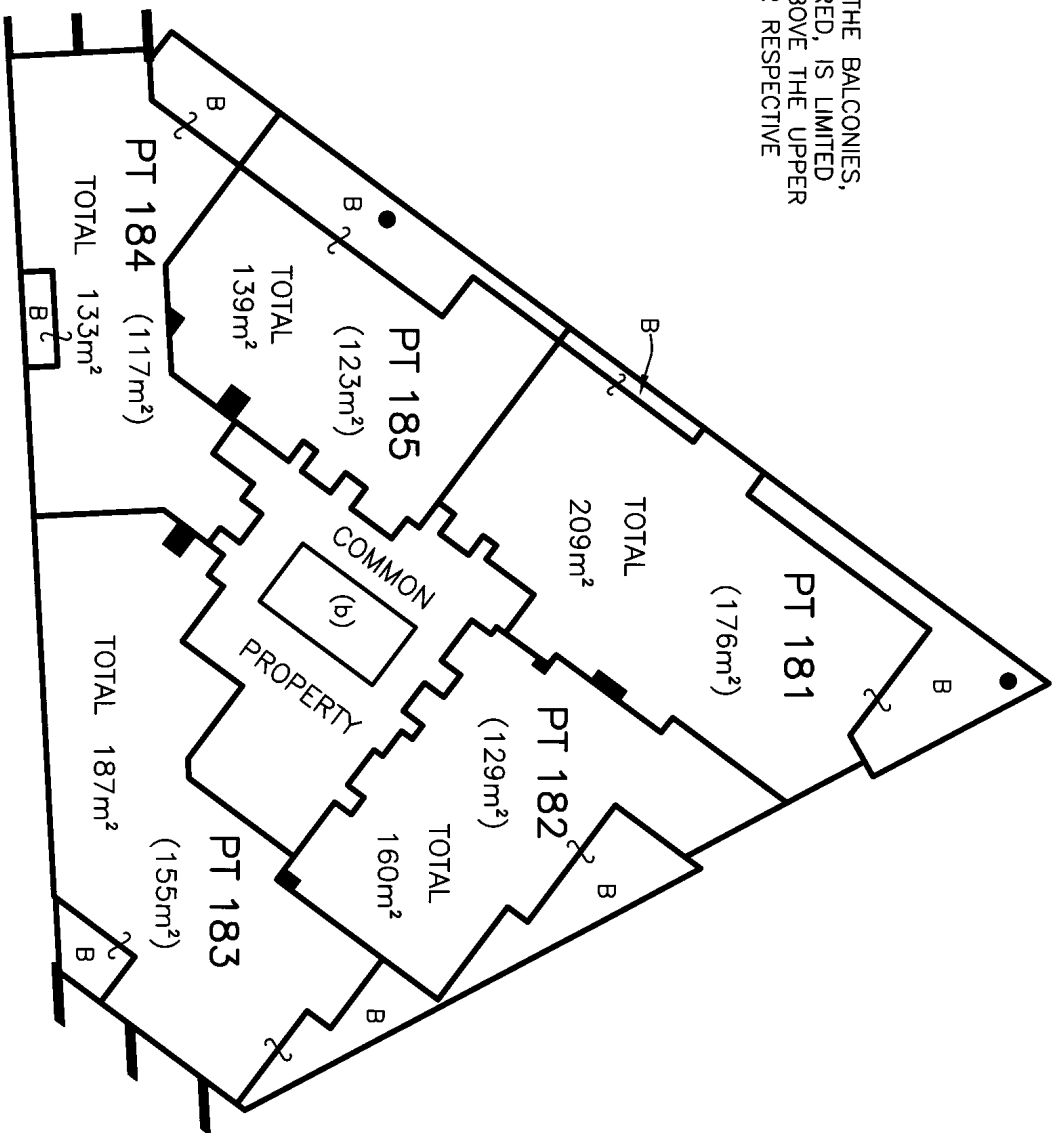
Registered Surveyor

Paul Mowbray

Authorised Person/General Manager/Accredited Cartiller

SP73528

THE STRATUM OF THE BALCONIES,
WHERE NOT COVERED, IS LIMITED
TO 2.5 METRES ABOVE THE UPPER
SURFACE OF THEIR RESPECTIVE
FLOORS.



LEVEL 12

"THE QUARRY"

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
B - DENOTES BALCONY

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

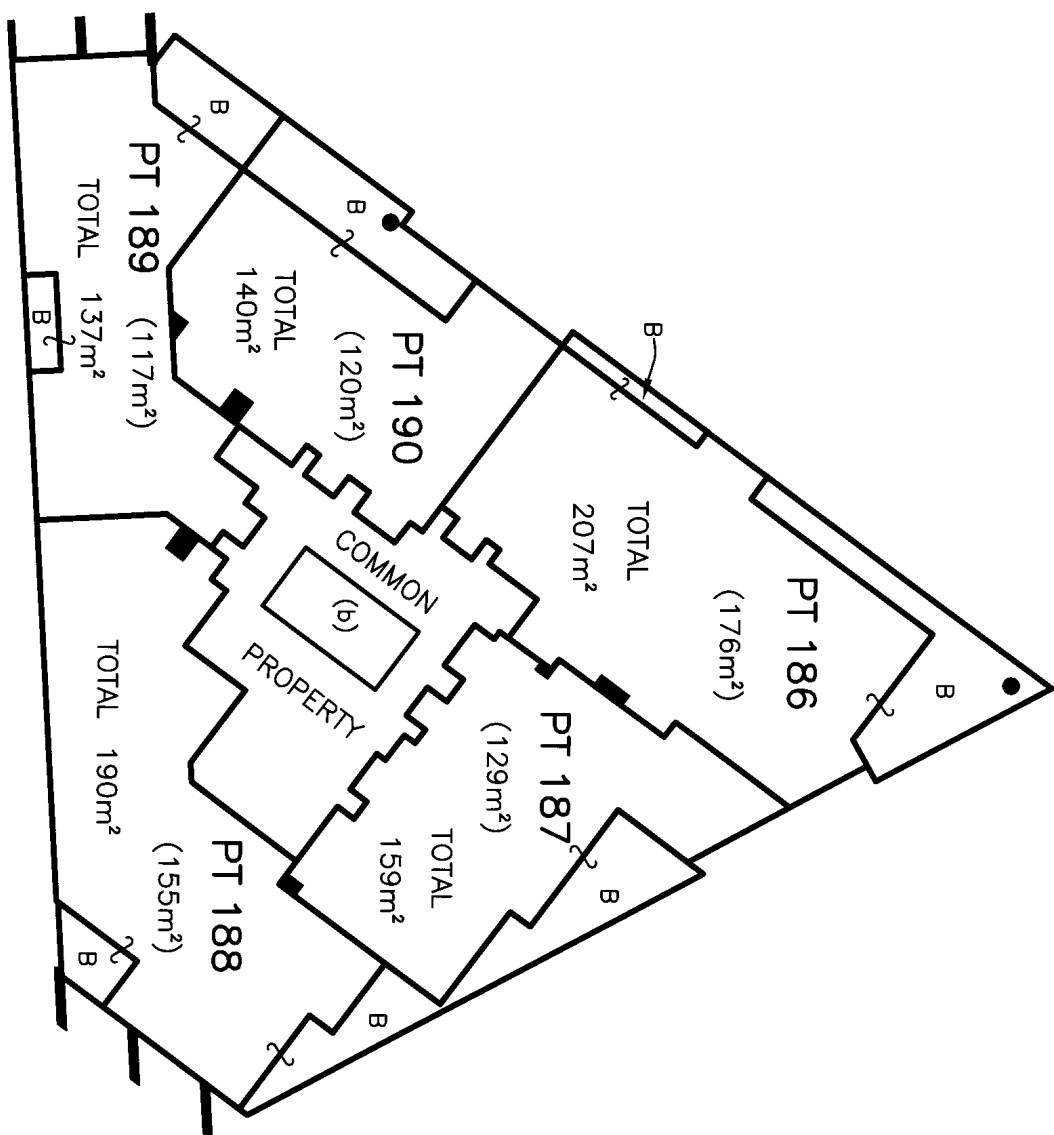
Lengths are in metres

Registered Surveyor

Tony Menden

Authorised Person to Sign/ Accredited Certifier

SP73528



(b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY

B - DENOTES BALCONY (COVERED)

LEVEL 13**"THE QUARRY"**

FOR CLARITY, NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Angela M. Smith

Authorised Person/Authorised Engineer/Registered Certifier

201/1220



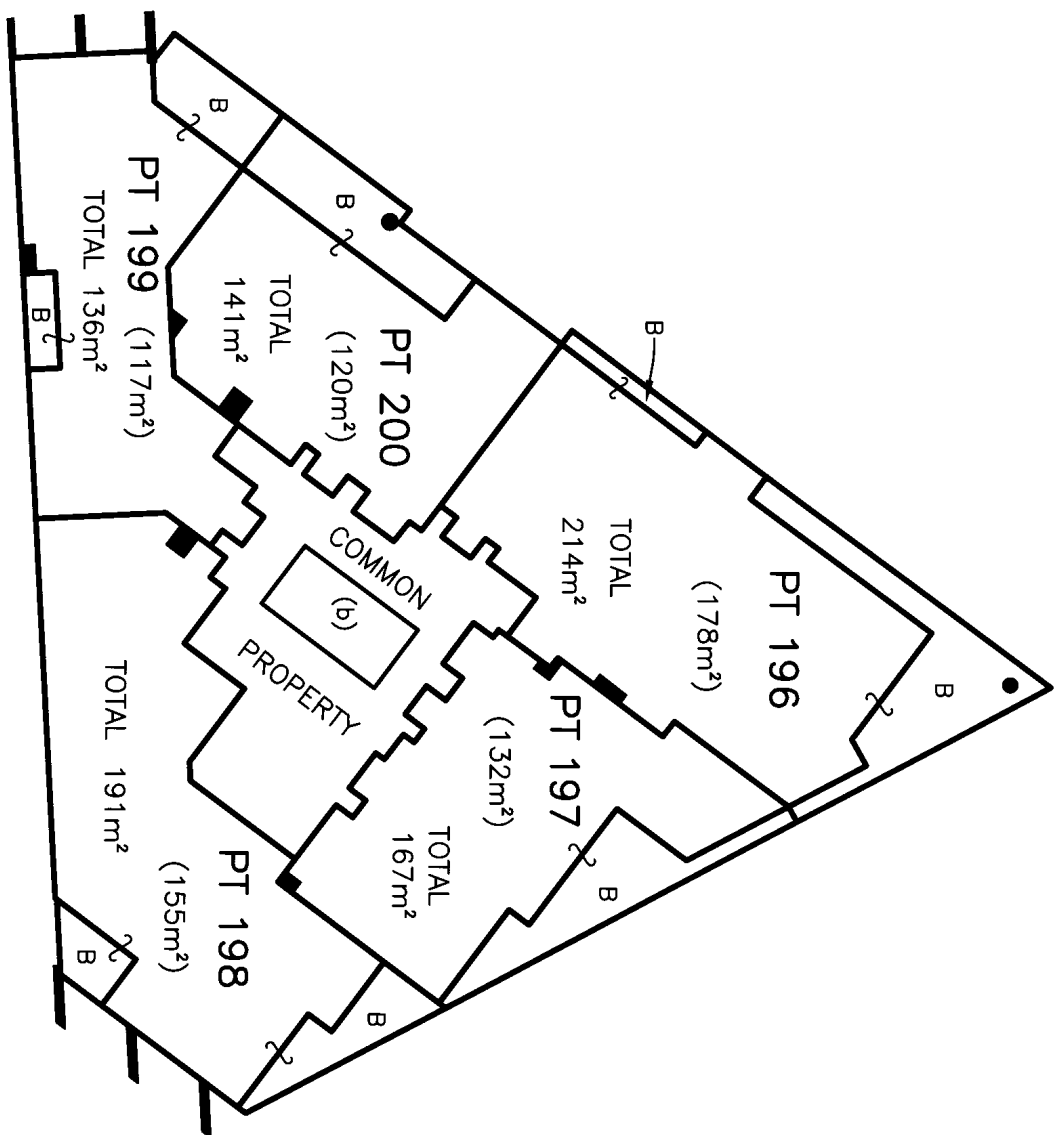
“THE QUARRY”

- Reduction Ratio 1 : 200

Lengths are in metres

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

SP73528



LEVEL 15

"THE QUARRY"

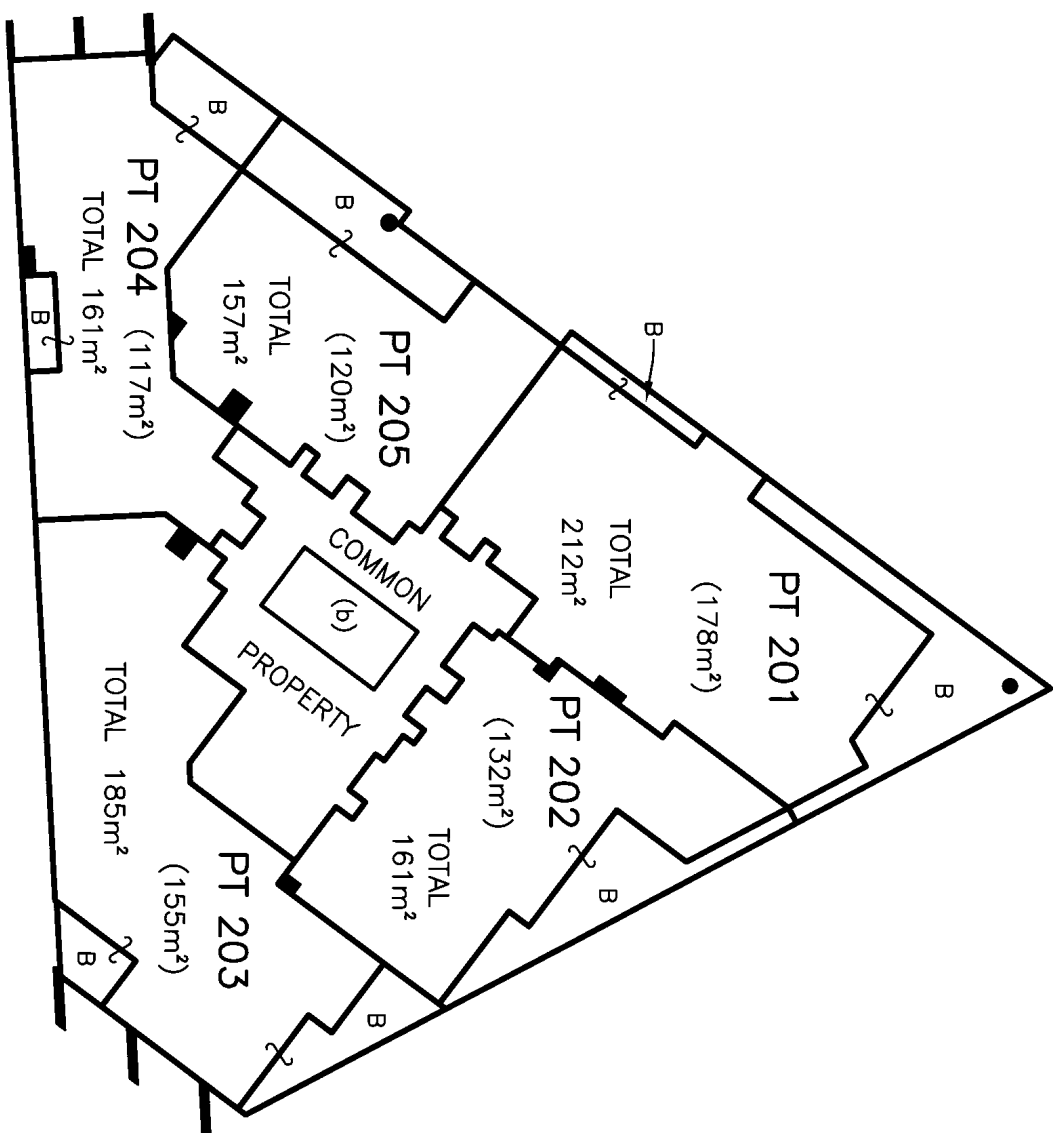
FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor *Tony Mawdsley*
Authorised Person/Owner/Manager/Accredited Draftsman *[Signature]*

SP73528

**LEVEL 16****"THE QUARRY"**

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

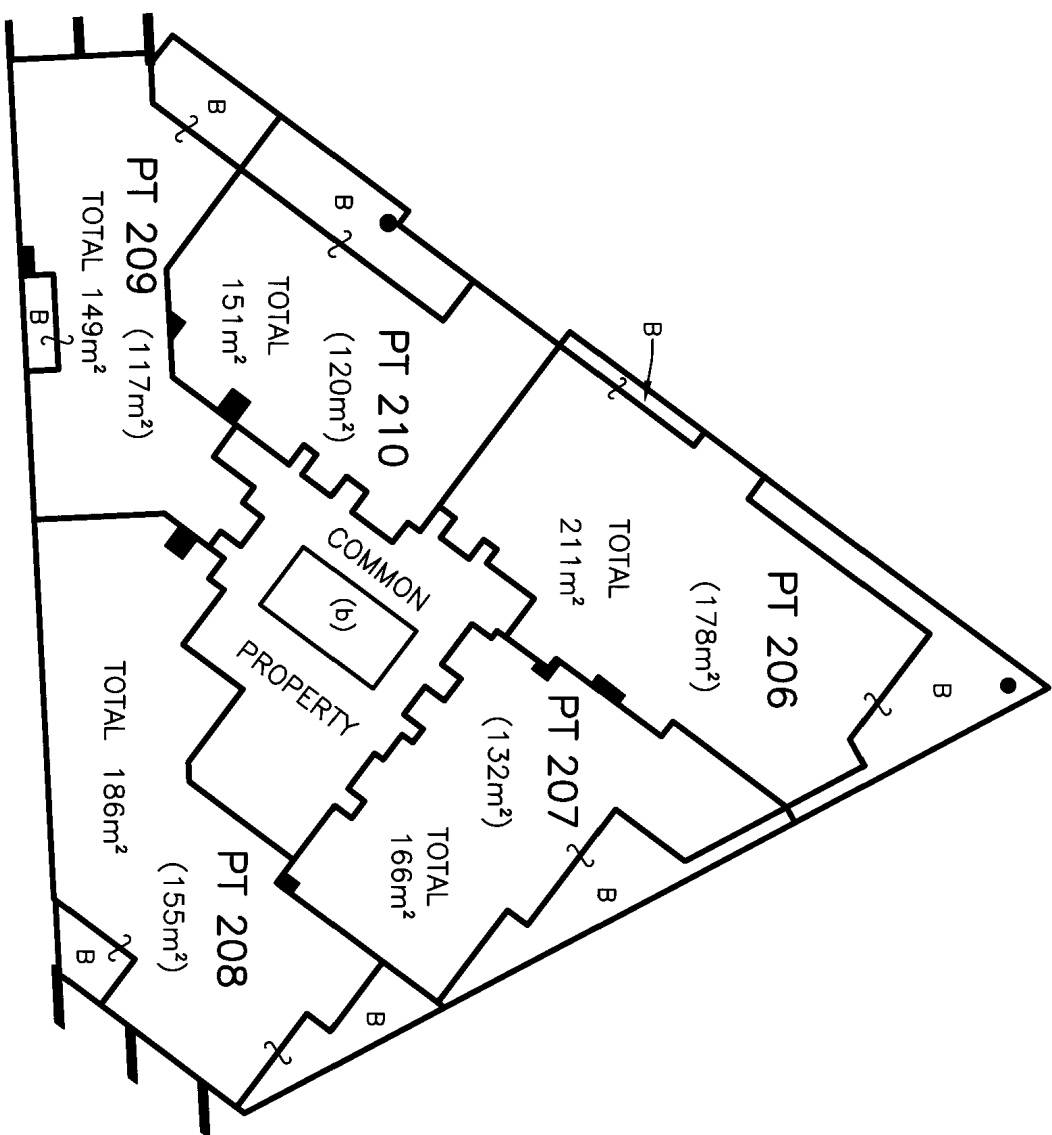
Reduction Ratio 1 : 200

Lengths are in metres

Tony Munnich
Registered Surveyor

[Signature]
Authorised Surveying Manager / Accredited Certifier

SP73528

LEVEL 17

- (b) - DENOTES EXCLUSIVE USE AREA WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

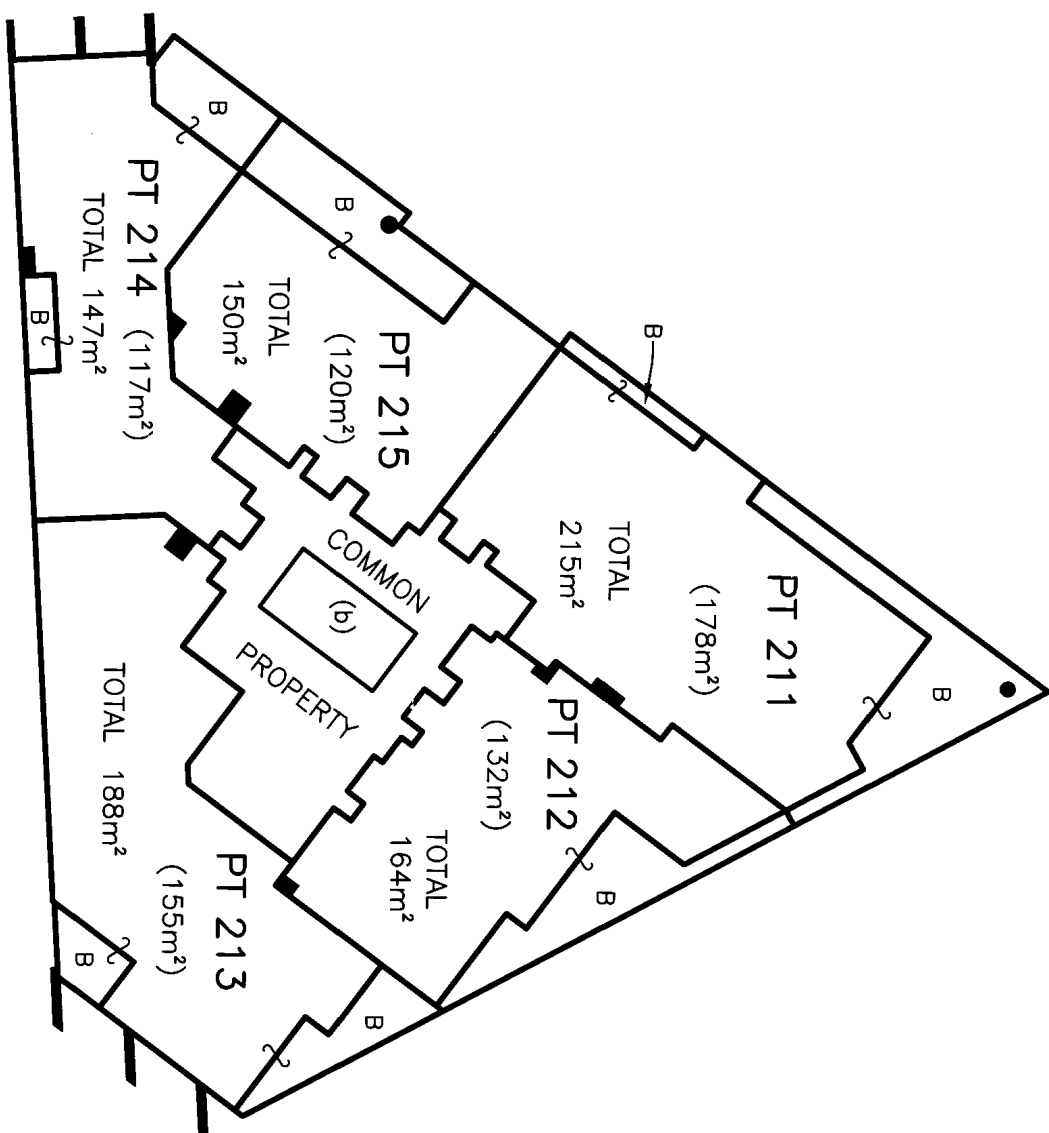
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
Supriya

Authorised Person/Owner/Manager/Accredited Certifier
[Signature]

SP73528

**LEVEL 18**

- (b) - DENOTES EXCLUSIVE USE AREA
WITHIN COMMON PROPERTY
- B - DENOTES BALCONY (COVERED)

"THE QUARRY"

FOR CLARITY, NOT ALL
COMMON PROPERTY
STRUCTURES ARE SHOWN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Angus Macdonald

Authorised Person/General Manager/Accredited Certifier

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

(Sheet 1 of 3 sheets)

SP73528

Plan of Subdivision covered by Subdivision
Certificate
No 41 of 2004

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

**Jacksons Landing Development Pty
Limited** of Level 1, Harris Street, Pyrmont,
NSW ACN 073 932 206

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on Use of Land	Each lot	The Council of the City of Sydney
2	Restriction on Use of Land	CP/SP73528	The Council of the City of Sydney

Part 2 (Terms)

**1. Terms of easement, profit à prendre, restriction or positive covenant
numbered 1 in the plan.**

- 1.1 No on-site car parking space or storage space may be used by persons who are not occupants or tenants of the strata scheme.

**Name of person empowered to release, vary or modify Restriction on Use
firstly referred to in the plan.**

The Council of the City of Sydney


Council Authorised Person

SYDNEY 227436 V4:22/09/2004
(Strata) The Distillery

(Sheet 2 of 3 sheets)

SP73528

Plan of Subdivision covered by Subdivision
Certificate
No 41 of 2004

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited of Level 1, Harris Street, NSW
ACN 073 932 206

2. Terms of easement, profit à prendre, restriction or positive covenant
numbered 2 in the plan.

- 2.1 No part of the lot burdened, except for the visitor car parking spaces and the service
vehicle spaces, are to be used for the parking or storage of vehicles or boats.
- 2.2 Visitor car spaces are to be used only by visitors to the Strata Scheme and the
service vehicle spaces are only to be used for service and loading activities.

Name of person empowered to release, vary or modify Restriction on Use
secondly referred to in the plan.

The Council of the City of Sydney

Executed by Jacksons Landing
Development Pty Limited by its Attorneys
under a Power of Attorney dated
registered Book No. 564 in the presence
of: 8435

ACN 073 932 206

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

Council Authorised Person

SYDNEY 227436 V4:22/09/2004
(Strata) The Distillery

(Sheet 3 of 3 sheets)

SP73528

Plan of Subdivision covered by Subdivision
Certificate

No 41 of 2004

Full name and address of the owner of
the land:

Jacksons Landing Development Pty
Limited of Level 1, Harris Street, NSW
ACN 073 932 206

Executed by TOWER Trust (NSW) Limited by)
its duly constituted Attorneys)
and)
Power of Attorney No 841 Book 4385 dated)
22.4.03)
)

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Attorney

.....
Name of Attorney YOLANDA MATHS, SENIOR ADMINISTRATOR
TT(NSW) LTD

.....
Signature of Attorney

.....
Name of Attorney JEREMY DA SILVA, NSW REGIONAL MANAGER
CORPORATE TRUST
TT(NSW) LTD



.....
Council Authorised Person

SYDNEY 227436 V4:22/09/2004
(Strata) The Distillery

Approved Form 27

By-Laws

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

Please list the number and details of all by-laws intended to be created

See Annexure "A"

SP73528

+ The consent of the Council to the abovementioned by-laws is *optional*

* Strike out whichever is inapplicable

SP73528

Annexure "A"

1. Definitions and Interpretation

1.1 In these by-laws these terms (in any form) mean:

"Act" the Strata Schemes Management Act 1996;

"Air Conditioning Plant A" means the air conditioning plant and equipment and any conduits and ducting in the Common Property connected to the air conditioning plant and equipment servicing the Distillery;

"Air Conditioning Plant B" means the air conditioning plant and equipment and any conduits and ducting in the Common Property connected to the air conditioning plant and equipment servicing the Quarry;

"Architectural Standards" the meaning given to that term in the Community Management Statement;

"Bicycle Storage Facilities" the bicycle storage facilities located on the Common Property within the Building;

"Building" the building constructed on the Parcel;

"Car Wash Bays" those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

"Commercial Lot" Lot 30;

"Common Property" so much of the Parcel as from time to time is not comprised in any Lot;

"Community Association" is Community Association DP 270215;

"Community Management Statement" the community management statement registered with the Community Plan;

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan 270215;

"Community Property" the meaning given to that term in the Community Management Statement;

"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

(Sheet 2 of 25 Sheets)

SP73528

"Council" means City of Sydney Council;

"Developer" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;

"Development Consent" consent no.126-05-02 and 230-7-2002;

"Distillery" the building described as such in the location plan forming part of the Strata Plan;

"Distillery Occupiers" the Occupiers of Lots 31 to 125 (inclusive);

"Distillery Owners" the Owners of Lots 31 to 125 (inclusive);

"Exclusive Use Area " means the area containing a grease arrestor and related pipes marked "d" on the Strata Plan;

"Gymnasium and Swimming Pool Area" the Gymnasium and Swimming Pool;

"Gymnasium" the gymnasium constructed on Common Property;

"Height Indicators" markings located 500mm below fire sprinklers as required by Australian Standards;

"Jones St Owners" the Owners of Lots 1-12 (inclusive);

"Landscaped Area" the landscaped areas of Common Property on the podium level of the Building;

"Landscape Standards" the meaning given to that term in the Community Management Statement;

"Lift A" the lifts servicing the Distillery and marked "a" on the Strata Plan;

"Lift B" the lifts servicing the Quarry and marked "b" on the Strata Plan;

"Lot" a lot (as defined in the Act) in the Strata Plan;

"Manager" the manager appointed under the agreement disclosed in by-law 13;

"Non Resident Owner" an Owner who does not principally reside in the Building;

"Occupier" any person in lawful occupation of a Lot;

SP73528

"Owner":

- (a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot; or
- (b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s 98 of the Act;

"Owners Corporation" the owners corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Plan;

"Permitted Person" a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier;

"Quarry" the building described as such in the location plan forming part of the Strata Plan;

"Quarry Occupiers" the Occupiers of Lots 127 to 215 (inclusive);

"Quarry Owners" the Owners of Lots 127 to 215 (inclusive);

"Refinery Owners" the Owners of Lots 13-29 (inclusive);

"Residential Development" the use of land for any form of housing, other than housing leased on a short-term basis subject to the Residential Tenancies Act 1987, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26 - City West;

"Residential Lot" a Lot approved for Residential Development being the Lots except for the Retail Lot and the Commercial Lot;

"Retail Lot" lot 126 in the Strata Scheme;

"Security Key" the meaning given to that term in the Community Management Statement;

"Storeroom" the room within the Common Property marked "c" on the Strata Plan;

"Strata Plan" the strata plan registered with these by-laws;

"Strata Scheme" the strata scheme constituted on registration of the Strata Plan;

"Swimming Pool" the swimming pool constructed on Common Property;

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

(Sheet 4 of 25 Sheets)

SP73528

"Vehicle" the meaning given to that term in the Community Management Statement; and

"Visitor Car Parking" those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
 - (a) the singular includes the plural and vice versa;
 - (b) any gender includes all other genders;
 - (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (d) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.

Owners Corporation

- 1.7 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- 1.8 Subject to an express provision in these by-laws the Owners Corporation may in its absolute discretion:
 - (a) give approval conditionally or unconditionally; or
 - (b) withhold it's approval.
- 1.9 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of approval.
- 1.10 Subject to an express provision in these by-laws or any provision of the Act, approvals by the Owners Corporation under these by-laws may be given by:
 - (a) the Owners Corporation at a general meeting; or

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

- (b) the executive committee of the Owners Corporation at an executive committee meeting.

1.11 The Owners Corporation must give any approval required under these by-laws in writing.

Mixed use Scheme

1.12 The Owners Corporation must:

- (a) at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme as a mixed use scheme comprising Residential Lots, the Retail Lot and the Commercial Lot;
- (b) not do or permit anything to be done that may unfairly inhibit or prejudice the proper management and operation of any lawful retail business or other business use in the Retail Lot and the Commercial Lot; and
- (c) ensure that any rules or changes to rules or these by-laws are consistent with the nature of the Building as a mixed use building.

Non-compliance

1.13 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- (a) the Owners Corporation may enforce a by-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (A) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (B) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by law are in addition to those available to it under the Act.

2. Common Property

Damage to Lawns and Plants

2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier must not:

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

SP73528

- (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.

Damage to Buildings

- 2.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier 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.
- 2.3 An approval given by the Owners Corporation under by-law 2.2 cannot authorise any additions to the Common Property.

Damage to Common Property

- 2.4 An Owner or Occupier must compensate the Owners Corporation for any damage caused to the Common Property while that Owner or Occupier uses the Common Property.

Depositing Rubbish and Other Material

- 2.5 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

3. Cleaning

Windows and Doors

- 3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

- 3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.
- 3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
 - (a) properly maintain the soil in the planter boxes; and

- (b) when watering the plants or soil ensure that water does not go on to Common Property or another Lot.

4. Moving Furniture and Other Objects On or Through Buildings

Notice

- 4.1 An Owner or Occupier must not transport any furniture or large objects through or on Common Property unless sufficient notice has first been given to the Owners Corporation so as to enable the Owners Corporation to arrange for its nominee to be present at the time when the Owner or Occupier does so.
- 4.2 An Owner must reimburse the Owners Corporation for any costs incurred under by-law 4.1.

Owners Corporation may resolve

- 4.3 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.

Resolution

- 4.4 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

5. Floor Coverings

Transmission standards

- 5.1 An Owner must ensure that all floor space within the Lot is sufficiently covered or otherwise treated to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- 5.2 Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an Owner's Lot other than carpet the minimum sound transmission standard to be achieved for any such floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or Council of the City of Sydney, whichever is the higher standard.
- 5.3 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law, if requested to do so by the Owners Corporation.
- 5.4 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

(Sheet 8 of 25 Sheets)

6. Bicycle Storage Facilities and Storage Cages

SP73528

Storage of Bicycles

6.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the Common Property; and
- (b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

Storage Cages

6.2 An Owner or Occupier must not store items in storage cages above the Height Indicators.

7. Garbage Disposal

7.1 This by-law is subject to the provisions of the Community Management Statement.

7.2 Distillery Owners, Distillery Occupiers, Quarry Owners and Quarry Occupiers must place garbage and waste in a garbage chute in a garbage room located on the floor of that person's Lot

7.3 Subject to by-law 7.6, an Owner or Occupier of the Retail Lot can use the garbage room located in the Distillery.

7.4 Refinery Owners, Refinery Occupiers, Jones St Owners and Jones St Occupiers must place garbage and waste in the garbage room which has been allocated for use by that Owner or Occupier.

7.5 An Owner or Occupier must not put:

- (a) bottles, glass or liquids in a garbage chute; or
- (b) large items in a garbage chute that might cause a blockage.

7.6 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier:

- (a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

(Sheet 9 of 25 Sheets)

SP73528

- (b) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area of the spillage.

Putrescible Matter

- 7.7 The garbage area in the Common Property must not be used to store any wet refuse or food or food waste or other putrescible matter of the Retail Lot which is required to be refrigerated by any health regulations.

8. Change in Use of Lot to be Notified

- 8.1 An Occupier 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).
- 8.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.
- 8.3 By-law 25 applies to Residential Lots.

9. Provision of Amenities or Services

Agreements in relation to provision of amenities or services

- 9.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services; and
 - (e) security services.
- 9.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

SP73528

Acknowledgment

9.3 The Owners Corporation acknowledges that the Owners Corporation is responsible for the sewer and water services within the Strata Scheme.

10. Community Management Statement

Effect on the Strata Scheme

10.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

Comply

10.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

10.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

10.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

11. Architectural Standards and Landscape Standards

Who may prescribe

11.1 Under the Community Management Statement:

- (a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and
- (b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

(Sheet 11 of 25 Sheets)

Bound

SP73528

- 11.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

12. Building Works

Notice to Owners Corporation

- 12.1 An Owner must not alter the internal structure of a Lot without giving 14 days written notice to the Owners Corporation.
- 12.2 The notice under clause 11.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:
- (a) the estimated time period for the carrying out of the proposed alterations;
 - (b) the nature and extent of the proposed alterations;
 - (c) whether any Common Property will be affected; and
 - (d) whether the consent of the Community Association is required in accordance with the provisions of the Community Management Statement.

13. Agreement with a Manager

Appointment of a Manager

- 13.1 The Owners Corporation may determine to enter into an agreement with:

- (a) Jacksons Landing Estate Management Pty Limited; or
- (b) a third party;

to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property for which the Community Association is not responsible. The effect of this agreement is disclosed in this by-law.

Manager's Duties

- 13.2 The duties of any Manager appointed by the Owners Corporation may include:

- (a) the maintenance and replacement of the Common Property for which the Community Association is not responsible;
- (b) the control and supervision of the Common Property for which the Community Association is not responsible;

SP73528

- (c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and
- (d) anything else that the Manager indicates is necessary for the Common Property for which the Community Association is not responsible.

Exclusive Possession

- 13.3 In connection with the performance of the Manager's duties and in order to create a caretaker agreement under Part 4A of the Act, the Owners Corporation must grant any Manager appointed by it exclusive possession (whether or not jointly with another person or other persons) of part of the Common Property.

Term

- 13.4 The initial term of the agreement referred to in by-law 13.1(a) may be for a period commencing on the date of registration of these by-laws and ending no later than the first annual general meeting of the Owners Corporation.

Further Agreement

- 13.5 The Owners Corporation may, at any time after the expiration of the initial agreement referred to in by-laws 13.1(a) and 13.4, determine to enter into further agreements with Jacksons Landing Estate Management Pty Limited or another person to provide services to the Owners Corporation on substantially the same terms as are set out in by-law 13. Any such agreements may be for a period of up to 5 years with 1 option of up to 5 years.

Remuneration

- 13.6 If pursuant to by-law 13.5, the Owners Corporation determines to enter into a further agreement with Jacksons Landing Estate Management Pty Limited, the Manager's remuneration, during:
- (a) the period from the date of registration of the Strata Plan until one year after that date, will be \$45,000.00 per annum (excluding GST); and
 - (b) subsequent years after the expiration of the first year after registration of the Strata Plan, will be an amount equivalent to 15% of the amount representing the actual cost of carrying out the duties set out in the agreement.
- 13.7 Any remuneration payable to the Manager is exclusive of the cost to the Manager of carrying out or procuring the carrying out of the services set out in the agreement.

SP73528

Costs for carrying out the duties

- 13.8 Any costs incurred by the Manager in carrying out or procuring the carrying out of the services set out in the agreement are payable by the Owners Corporation.

14. Developer's Rights

Restricted Use Rights

- 14.1 To enable the Developer to carry out Development Activities on the Community Parcel, the Owners Corporation grants the Developer restricted use rights in accordance with clause 54 of the Community Land Management Act 1989 over the Common Property on the terms of this by-law.

Common Property Airspace

- 14.2 Without limiting the restricted use rights granted to the Developer under this by-law, the Developer has restricted use over the Common Property airspace above the Building and structures of the Strata Scheme for the purpose of slewing cranes and other objects in order to carry out Development Activities.

End of Restricted Use Rights

- 14.3 Restricted use of the Common Property ceases when the Developer serves a notice on the Owners Corporation informing the Owners Corporation that the Development Activities requiring the use of Common Property have been completed.
- 14.4 Despite by-law 14.2, restricted use of the Common Property ceases when the Developer is no longer the registered proprietor of any community development lot.

Developer's Obligations

- 14.5 The Developer must:
- (a) repair any damage to the Common Property as soon as practicable after the damage occurs; and
 - (b) keep interference with the use of the Common Property by the Owners and Occupiers to a minimum so far as is consistent with the Development Activities.

Levies

- 14.6 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 14.

SP73528

15. Security Keys

- 15.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
- 15.2 The Owners Corporation must make Security Keys available to:
 - (a) Owners; and
 - (b) persons authorised by the Owners Corporation.
- 15.3 The Security Keys provided to persons under clause 15.2(c) need only provide access to the parts of the Building to which those persons are entitled access.
- 15.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.
- 15.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.
- 15.6 A person to whom a Security Key is made available must:
 - (a) not duplicate or copy the Security Key;
 - (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
 - (c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
 - (d) take all reasonable steps to safeguard the Security Key against loss, damage and theft.

16. Car Spaces

Use

- 16.1 An Owner or Occupier of a Lot must not use that part of a Lot designated for use as a car space for any other purpose without the prior written consent of the Owners Corporation.

Alterations or Fixtures

- 16.2 An Owner or Occupier must not attach any fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

SP73528

- 16.3 If an Owner or Occupier applies to the Owners Corporation for consent under by-law 16.2, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

17. Car Wash Bay

The following terms and conditions apply to the use of the Car Wash Bays:

- (a) the Car Wash Bays may only be used between the hours of 9.00 am and 5.00 pm or other hours as nominated from time to time by the Owners Corporation;
- (b) the Car Wash Bays may only be used for the purpose of washing cars and boats; and
- (c) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bays.

18. Visitor Car Parking

- 18.1 An Owner or Occupier of a Lot must not park a Vehicle in Visitor Car Parking.
- 18.2 A Permitted Person may park a Vehicle in Visitor Car Parking for a consecutive period of up to 8 hours.

19. Exclusive Use - Lift A

- 19.1 The Distillery Owners and the Distillery Occupiers have the exclusive use and enjoyment of Lift A.
- 19.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Lift A in a state of good and serviceable repair.
- 19.3 The Distillery Owners are responsible for the costs incurred under by-law 19.2 (including any amount under by-law 19.4) for Lift A and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.
- 19.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

20. Exclusive Use - Lift B

- 20.1 The Quarry Owners and Quarry Occupiers have the exclusive use and enjoyment of Lift B.
- 20.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Lift B in a state of good and serviceable repair.

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

SP73528

20.3 The Quarry Owners are responsible for the costs incurred under by-law 20.2 (including any amount under by-law 20.4) for Lift B and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

20.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

21. Exclusive Use - Air Conditioning Plant A

21.1 The Distillery Owners and the Distillery Occupiers have the exclusive use and enjoyment of Air Conditioning Plant A.

21.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Air Conditioning Plant A in a state of good and serviceable repair.

21.3 The Distillery Owners are responsible for the costs incurred under by-law 21.2 (including any amount under by-law 21.4) for Air Conditioning Plant A and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

21.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

22. Exclusive Use - Air Conditioning Plant B

22.1 The Quarry Owners and the Quarry Occupiers have the exclusive use and enjoyment of Air Conditioning Plant B.

22.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Air Conditioning Plant B in a state of good and serviceable repair.

22.3 The Quarry Owners are responsible for the costs incurred under by-law 22.2 (including any amount under by-law 22.4) for Air Conditioning Plant B and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

22.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

23. Air Conditioning - Special Privilege

Refinery Owners

23.1 The Refinery Owners have the special privilege of installing an air conditioning system which services that Owner's Lot within the plan area of that Owner's Lot.

SYDNEY 347892 V6:12/10/2004
(The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

(Sheet 17 of 25 Sheets)

23.2 A Refinery Owner that uses or installs an air conditioning system which has been installed in the Common Property under this by-law is responsible for the costs of repair and maintenance of that air conditioning system.

23.3 Refinery Owners using the special privilege granted under this by-law indemnify the Owners Corporation for any damage caused to the Common Property or the Building arising out of the exercise by a Refinery Owner of the rights conferred by this by-law.

Jones St Owners

23.4 The Jones St Owners are responsible for the costs of repairing, maintaining and replacing the air conditioning system servicing that Owner's Lot.

23.5 The Jones St Owners have the special privilege to use so much of Common Property as is reasonably necessary to carry out repairs, maintenance or replacement of the air conditioning system referred to in by-law 23.4.

23.6 Jones St Owners using the special privilege granted under this by-law indemnify the Owners Corporation for any damage caused to the Common Property or the Building arising out of the exercise by a Jones St Owner of the rights conferred by this by-law.

24. Landscaped Area

24.1 The Owners and Occupiers of the Residential Lots have the right of exclusive use and enjoyment of the Landscaped Area. The Owners and Occupiers of the Retail Lot and the Commercial Lot cannot access and use the Landscaped Area.

24.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Landscaped Area in a state of good and serviceable repair.

24.3 All costs in relation to the use, operation, maintenance and repair of the Landscaped Area must be borne by Owners of the Residential Lots in proportion to their respective unit entitlements.

24.4 The Owners Corporation may enter the Landscaped Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.

24.5 The Landscaped Area is available for use by the Owners and Occupiers of the Residential Lots to sit and relax and passively enjoy.

24.6 Any person using the Landscaped Area must leave that area clean and tidy after use.

SP73528

- 24.7 A person on the Landscaped Area with the express or implied consent of a Residential Lot Owner or Occupier may use the Landscaped Area provided they comply with any rules about the use of the Landscaped Area.

25. Gymnasium and Swimming Pool Area

- 25.1 The Owners and Occupiers of the Residential Lots have the right of exclusive use and enjoyment of being the Gymnasium and Swimming Pool Area.
- 25.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Gymnasium and Swimming Pool Area in a state of good and serviceable repair.
- 25.3 All costs in relation to the use, operation, maintenance and repair of the Gymnasium and Swimming Pool Area must be borne by the Owners of the Residential Lots according to the relative proportions of their respective unit entitlement.
- 25.4 The Owners Corporation may enter the Gymnasium and Swimming Pool Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.
- 25.5 The following conditions apply to the use of the Gymnasium and Swimming Pool by the Owners and Occupiers of the Residential Lots:
- (a) the Gymnasium and Swimming Pool may only be used between the hours of 7.00 am and 9.00 pm or other hours nominated from time to time by the Executive Committee;
 - (b) children under the age of 15 years of age may use the Gymnasium and Swimming Pool only if accompanied and supervised by an adult;
 - (c) glass objects, drinking glasses, food and sharp objects are not permitted in the Gymnasium and Swimming Pool;
 - (d) running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool;
 - (e) the Swimming Pool equipment must not, except with the approval of the Executive Committee, be interfered with, operated or adjusted;
 - (f) sports type footwear must be worn while using the Gymnasium;
 - (g) all users must be appropriately attired whilst using the Gymnasium; and
 - (h) all users must carry a towel.
- 25.6 A Non Resident Owner is not entitled to use the Swimming Pool or Gymnasium.

SP73528

- 25.7 A person on the Gymnasium and Swimming Pool Area with the express or implied consent of an Occupier or Owner, other than a Non Resident Owner, may use the Swimming Pool and Gymnasium provided they comply with any rules about the use of the Gymnasium and Swimming Pool Area.

26. Grease Arrestor

- 26.1 The Owner and Occupier of the Retail Lot have the special privilege of connecting to the grease arrestor within Exclusive Use Area.
- 26.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Exclusive Use Area in a state of good and serviceable repair.
- 26.3 If the Owner or Occupier of the Retail Lot connects to a grease arrestor within Exclusive Use Area, then the Owner of the Retail Lot is responsible for 90% of the costs incurred in relation to the use, maintenance, repair and replacement of that grease arrestor. The Owners Corporation will be responsible for the balance of the costs. The Owner of the Retail Lot must reimburse the Owners Corporation for these costs within 7 days of notification from the Owners Corporation.
- 26.4 The Owners Corporation may enter the Exclusive Use Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.
- 26.5 The Owners Corporation may enter into a trade waste agreement with Sydney Water Corporation Limited or any other appropriate Authority in relation to the grease arrestor.

27. Residential use

- 27.1 Conditions in the Development Consent require:
- (a) that the Residential Lots in the development must be used for Residential Development;
 - (b) all Residential Lots must be either owner-occupied or occupied by a tenant under a residential lease under the Residential Tenancies Act, 1987; and
 - (c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.
- 27.2 The Owners Corporation must provide the certification required by Council as specified in by-law 27.1(c).

27.3 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in 27.1 above.

28. Retail and Commercial Use

SP73528

Operating Hours

28.1 Conditions in the Development Consent require:

- (a) that the operating hours for the Commercial Lot and the Retail Lot are between 6.00 am and 11.00 pm, 7 days a week; and
- (b) a separate development consent is required for any use of the Commercial Lot or the Retail Lot which is outside the operating hours set out in by-law 28.1(a).

28.2 The Owners Corporation must ensure that an Owner or Occupier of the Commercial Lot and the Retail Lot complies with by-law 28.1.

Odours

28.3 An Owner of the Retail Lot must ensure that no offensive or strong odours emanate from that Owner's Retail Lot including from its kitchen exhaust.

Liquor Licensing

28.4 The Owners Corporation and each Owner or Occupier will not:

- (a) lodge an objection with respect to an application by an Owner or Occupier of a Retail Lot for a liquor licence or permit; or
- (b) prevent any Owner or Occupier of a Retail Lot from obtaining a liquor licence or permit,

for a liquor licence or permit required in connection with the business carried on in the Retail Lot.

Operation of the business

28.5 An Owner or Occupier of the Retail Lot and the Commercial Lot must ensure that any business operated from the relevant Lot is always conducted so as to maintain the cleanliness and good reputation of the Building.

Retail Lot Garbage

28.6 The Owner and Occupier of the Retail Lot must promptly and properly:

- (a) dispose of any rubbish left immediately outside the Retail Lot and place such rubbish in the garbage areas designated for use by the Owner and Occupier of the Retail Lot; and
- (b) keep any empty reusable containers within the Retail Lot, or within such areas designated for such purpose by the Owners Corporation.

Noise

28.7 An Owner of the Retail Lot must not permit any form of noise to emanate from the Retail Lot that is audible within any habitable area in a Residential Lot between midnight and 6.00 am and must otherwise comply with any laws relating to noise control at all times.

29. Storeroom

- 29.1 The Owner and Occupier of the Retail Lot have the exclusive use and enjoyment of the Storeroom.
- 29.2 The Owner of the Retail Lot is responsible for the repair and maintenance of the Storeroom. The Storeroom must be kept in a state of good and serviceable repair.
- 29.3 The Owners Corporation can enter the Storeroom on giving the Occupier of the Retail Lot reasonable notice to ensure that by-law 29.2 is being complied with.

SP73528

SP73528

Table of Contents

1.	Definitions and Interpretation.....	2
2.	Common Property.....	6
3.	Cleaning.....	7
4.	Moving Furniture and Other Objects On or Through Buildings.....	8
5.	Floor Coverings	8
6.	Bicycle Storage Facilities and Storage Cages	9
7.	Garbage Disposal	9
8.	Change in Use of Lot to be Notified	10
9.	Provision of Amenities or Services.....	10
10.	Community Management Statement.....	11
11.	Architectural Standards and Landscape Standards	11
12.	Building Works.....	12
13.	Agreement with a Manager	12
14.	Developer's Rights	14
15.	Security Keys.....	15
16.	Car Spaces	15
17.	Car Wash Bay	16
18.	Visitor Car Parking	16
19.	Exclusive Use - Lift A	16
20.	Exclusive Use - Lift B	16
21.	Exclusive Use - Air Conditioning Plant A.....	17
22.	Exclusive Use - Air Conditioning Plant B.....	17
23.	Air Conditioning - Special Privilege	17
24.	Landscaped Area	18
25.	Gymnasium and Swimming Pool Area.....	19

SYDNEY 347892 V6:12/10/2004
 (The Distillery/Quarry/Refinery Apartments/Jones St Terraces)

26. Grease Arrestor20

27. Residential use20

28. Retail and Commercial Use.....21

29. Storeroom22

SP73528

Executed by Jacksons Landing
Development Pty Limited by its
Attorneys under a Power of Attorney
dated ^{4/29/04} September 2004 registered
Book ⁵⁶⁷ 37 No. 5 and who declare
that they have not received any notice
of the revocation of that Power of
Attorney in the presence of:

.....
Signature of Witness

Simonne Finfeld
Full Name of Witness

AcN 078 932 206

.....
Signature of Attorney

RON CUTLER
Name of Attorney

.....
Signature of Attorney

ROBERT DECK
Name of Attorney

SP73528

Executed by TOWER Trust (NSW) Limited by
its duly constituted Attorneys
and ^{22 APRIL 2004} under
Power of Attorney dated ~~9 March 2002~~
registered No ²³² 232 Book ⁴³⁷ 437 and who declare
that they have not received any notice of the
revocation of that Power of Attorney in the
presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Signature of Witness

.....
Name of Witness

600 329 706

No 391 BK 4385

.....
Signature of Attorney

YOLANDA MATHS, SENIOR ADMINISTRATOR
Name of Attorney
TT (NSW) LTD

Seanda Silva
Signature of Attorney

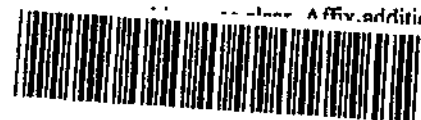
SEAN DA SILVA NSW REGIONAL MANAGER
Name of Attorney
CORPORATE TRUST
TT (NSW) LTD



Form: 20ECE
Release: 2.0
www.lands.nsw.gov.au

**CANCELLATION OR
EXTINGUISHMENT OF EASE**

New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919



AC933828L

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 RELODGED - 3 JUL 2007 1150	Dominant Tenement ANNEXURE A		Servient Tenement CP/SP73528	
	Number of Easement DP 270215		Nature of Easement GRADE 118 EASEMENT FOR VARIABLE WIDTH RIGHT OF ACCESS (CFA)	
(B) EASEMENT CANCELLED/ EXTINGUISHED	Document Collection Box 8985	Name, Address or DX and Telephone LLPN123648F CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500.		CODE R
(C) LODGED BY	Reference: FALM9024392			
(D) APPLICANT	JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.			

(E) **CANCELLATION** Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007

(F) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed

Signature of witness:

J Falvey
JESSICA FALVEY

Name of witness:

Address of witness:

3/2 KIDMAN STREET
COOGEE NSW 2034

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

N. Vacoel
NICHOLAS VACOEL
4480
189

Warwick Banger
Warwick Banger

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0507

Page 1 of 3

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

Dominant Tenement:

- (i) Lot 60 in DP 270215 ✓
- (ii) Lot 61 in DP 270215
- (iii) Lot 62 in DP 270215
- (iv) Lot 64 in DP 270215 ✓

ANNEXURE B TO FORM 20ECE – CONSENT FROM MORTGAGEE

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215
- Lot 64 in DP 270215 of the part formerly in 16/270215 and 20/270215

(the Land)

hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 9 item 4) for right of access (FD) benefiting each of the Dominant Tenements.

easement for crane jib verriable width (CFA)

Date: 2 July 2007

Executed by

Australian Executor Trustees Limited)

by its Attorney)

under a Power of Attorney Book 4488)

No. 580 dated 16/02/06)

in the presence of:)

)

Yvonne Drake
Yvonne Drake
Manager - Corporate Services

Rajneil Karan
Signature of Witness

RAJNEIL KARAN

Name of witness

Charles Howard
Signature of Attorney

REGISTRATION DIRECTION ANNEXURE

Use this side only for **Second Schedule** directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 20ECE
Release: 2.0
www.lands.nsw.gov.au

**CANCELLATION OR
EXTINGUISHMENT OF EASEMENT**



AC933883C

New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919

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

(A) PROCESSED - 3 JUL 2007 1150	Dominant Tenement ANNEXURE A		Servient Tenement CP/SE73528 ✓	
	Number of Easement DP 270215		Nature of Easement CONDUCTING MEDIUM (WHOLE OF LOT) (FB)	
(B) EASEMENT CANCELLED/ EXTINGUISHED	Document Collection Box 8985	Name, Address or DX and Telephone CORRS CHAMBERS WESTGARTH LAWYERS, GOVERNOR PHILLIP TOWER, 1 FARRER PLACE, SYDNEY 2000, (02) 9210 6500.		CODE R
(B) LODGED BY	Reference: J FALVEY 9024392			
(D) APPLICANT	JACKSONS LANDING DEVELOPMENT PTY LIMITED IN ITS CAPACITY AS REGISTERED PROPRIETOR OF EACH OF THE DOMINANT TENEMENTS.			

(E) **CANCELLATION** Section 47(6A) Real Property Act 1900

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the folio(s) of the Register specified above, and annexes hereto (marked B) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated NOT APPLICABLE (an office copy of which is annexed hereto and marked N.A.) CLICK & PICK extinguishing the easement referred to above.

DATE 2 July 2007

(F) 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.

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 witness:

J Falvey
JESSICA FALVEY

Name of witness:

Address of witness:

3/2 KIDMAN STREET
COOGEE NSW 2034

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

Nicholas Vacoet
NICHOLAS VACOET

480

189

W Bange
Warwick Bange

**ANNEXURE A TO FORM 20ECE – CANCELLATION OR
EXTINGUISHMENT OF EASEMENT:**

Dominant Tenement:

- (i) Lot 60 in DP 270215
- (ii) Lot 61 in DP 270215
- (iii) Lot 62 in DP 270215

ANNEXURE B TO FORM 20ECE – CONSENT FROM MORTGAGEE

Australian Executor Trustees Limited ACN 000 329 706 of Level 9 Corporate Trust, 80 Alfred St, Milsons Point NSW 2061 being the Mortgagee under registered Mortgage 5521195 affecting the following Dominant Tenements:

- Lot 60 in DP 270215 of the part formerly in 15/270215, 16/270215 and 20/270215;
- Lot 61 in DP 270215 of the part formerly in 15/270215 and 20/270215; and
- Lot 62 in DP 270215 of the part formerly in 8/270215 and 20/270215

(the Land)

hereby consents to the cancellation of easement DP 270215 through section 88B instrument (document 9 item 2) for conducting medium (FB) benefiting each of the Dominant Tenements.

(whole of Lot)

Date: 2 July 2007

Executed by

Australian Executor Trustees Limited)
by its Attorney)
under a Power of Attorney Book 4488)
No.580 dated 16/02/06)
in the presence of:)

Yvonne Drake
Manager - Corporate Services

Stuart Alexander Howard
Stuart Alexander Howard

Rajneil Karan
Signature of Witness

Signature of Attorney

RAJNEIL KARAN

Name of witness

[illegible]

Form: 07L
Release: 1.1
www.lpi.nsw.gov.au

plan fee paid

LEASE

New South Wales
Real Property Act 1900



AB401402R

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

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
07-04-2005 0002580307-001
SECTION 179-ORIGINAL
NO DUTY PAYABLE

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Certificate of Title CP/SP73528

PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. 8014 'Refinery Bowman No. 2'" hereinafter called the "demised premises" together with right of way and easement referred to in Clauses 1 and 2 of Annexure "B" hereto.

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone CITYLINK & LEGALITIES <i>1238196</i>	CODE
481 REF	Reference: BP:RSC:050405 / <i>EA / SP73528</i>	<i>L</i>

(C) LESSOR

THE OWNERS - STRATA PLAN NO. 73528
ABN: 62 925 517 519

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

ENERGYAUSTRALIA
ABN 67 505 337 385

(F)

TENANCY:

- (G) 1. TERM: 50 years at a rental of 10c per annum if demanded
2. COMMENCING DATE: 1 February 2005
3. TERMINATING DATE: 31 January 2054
4. With an OPTION TO RENEW for a period of N.A
set out in clause N.A of N.A
5. With an OPTION TO PURCHASE set out in clause N.A of N.A
6. Together with and reserving the RIGHTS set out in clause 1 & 2 of Annexure "B"
7. Incorporates the provisions set out in ANNEXURE "B" hereto.
8. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as No. W578000
9. The RENT is set out in No. N.A of N.A

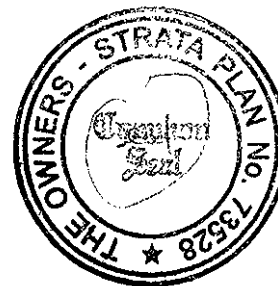
All handwriting must be in block capitals.

Total Pages (office use only) _____

Page 1 of *6*

LAND AND PROPERTY INFORMATION NSW

L.I. prod. by 646W
11/11/2005



DATE

8/4/05

(H)

Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

Corporation: The Owners - Strata Plan No. 73528

Authority: Section 238 of the Strata Schemes Management Act 1996

Signature of authorised person:

Name of authorised person:

Office held:

K. Collings - Dynamic Property Services
Strata Manager

Signature of authorised person:

Name of authorised person:

Office held:

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:

Glen James Elmore

Address of witness:

570 George Street
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:

Attorney's name:

Kenneth Creener Smith

Signing on behalf of:

ENERGYAUSTRALIA

Power of attorney-Book:

4368

-No.:

61

(I) STATUTORY DECLARATION

I,
solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at

in the State of New South Wales

on

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

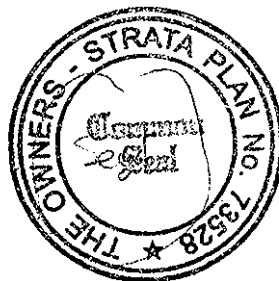
4

ANNEXURE "B" TO MEMORANDUM OF LEASE
MADE THE 8th DAY OF April 2005
BETWEEN THE OWNERS - STRATA PLAN NO. 73528 AS LESSOR
and ENERGIAUSTRALIA AS LESSEE

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 5.6 WIDE" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 5.6 WIDE" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.
3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-

"The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."



SIGNED FOR AND ON BEHALF OF
THE OWNERS - STRATA PLAN NO. 73528

K. Collings
Dynamic Property Services
Strata Manager

SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA

**Certificate of Owners Corporation
(dealing or plan dedication of road or reserve)**

Approved Form 9

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

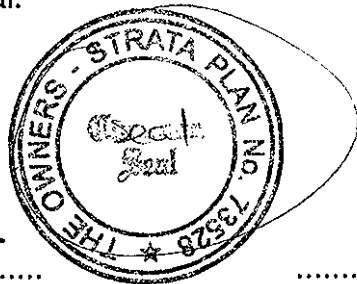
Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, ~~or * Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 73528 hereby certifies that:

1. the * dealing *~~plan~~[†] *Lease to EnergyAustralia* was *~~executed~~*~~accepted~~* sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
2. the requirements of section 28(3)(a)(ii) ~~or section 32(3)(a)(ii)~~ of the above Act have been complied with in respect of the said *dealing *~~plan~~.

The common seal of the Owners - Strata Plan No. 73528 was affixed hereto on 21 March 2005..... in the presence of Karen Collings..... being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.





Signature

Signature

Karen Collings - Dynamic Property Services

Print Name and Capacity Strata Manager . Print Name and Capacity

21 March 2005
Date

* Strike out whichever is inapplicable.

† Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

546

Certificate re Initial Period Expired

Approved Form 10

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

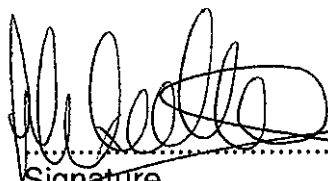
In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 73528 hereby certifies that in respect of the strata scheme based on Strata Plan No. 73528:

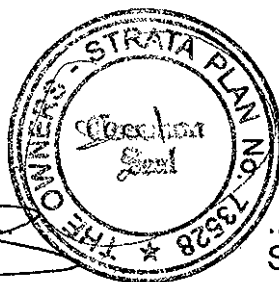
*(a) the initial period, as defined by that Act, expired before:

- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).
- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).
- * issue by the owners corporation on of a certificate referred to in section 28(4)(a) *section 32(4)(a).

*(b) at the date of issue of a certificate referred to in section * 9(3)(b); * ~~13(2)(a)~~ or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 73528 was hereunto affixed on 21 March 2005 in the presence of Karen Collings being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.


Signature



.....
Signature

Karen Collings - Dynamic Property Services
Print Name and Capacity Strata Manager

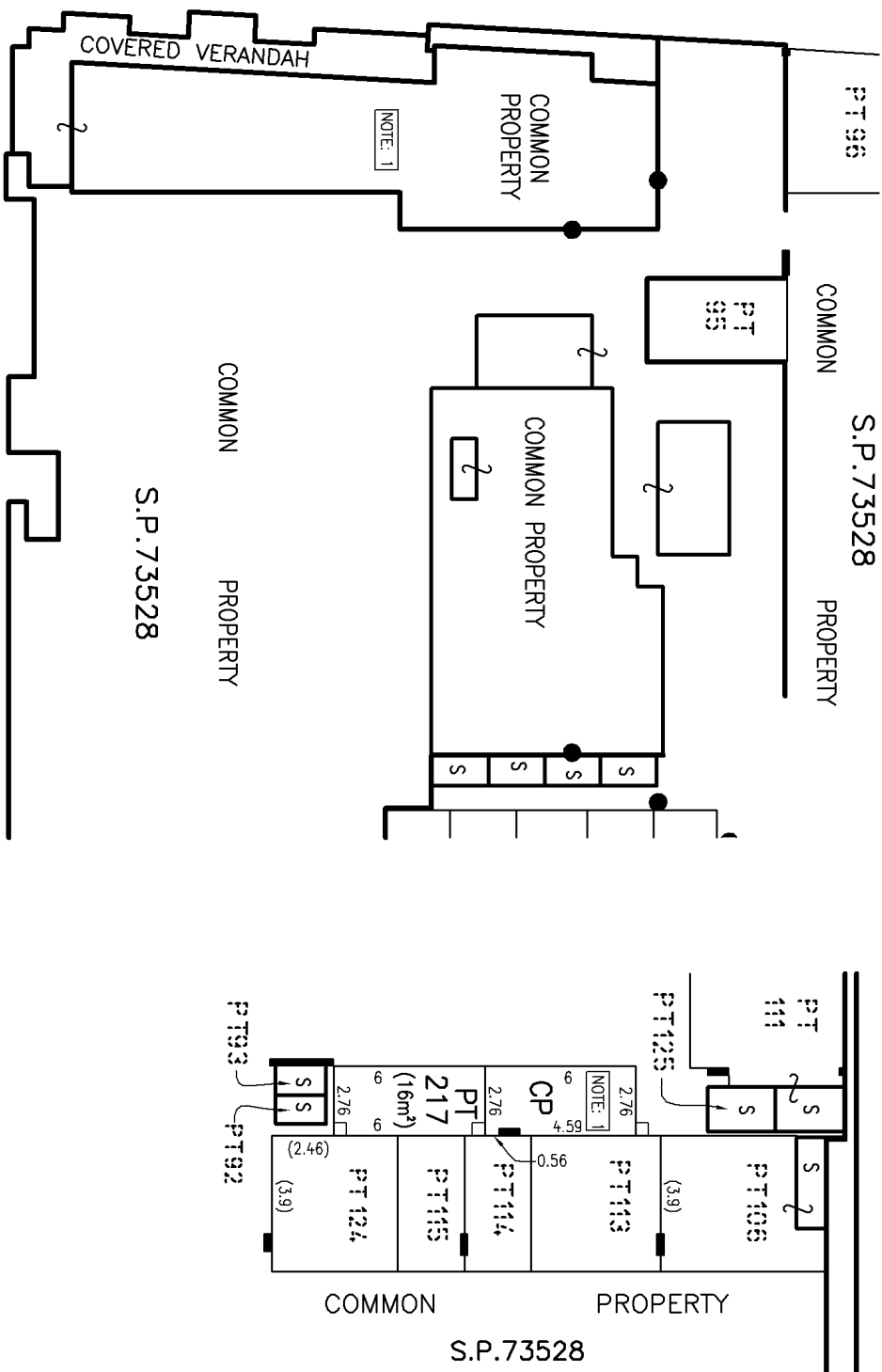
.....
Print Name and Capacity

21 March 2005

* Strike out whichever is inapplicable.

BASEMENT LEVEL 2

CAR SPACES ARE DEFINED BY
FACES OF WALLS AND COLUMNS,
LINES OF FACES OF WALLS AND
COLUMNS, LINES OF CENTRES
OF COLUMNS AND DIMENSIONS
AS SHOWN.

**NOTE:**

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

□ - DENOTES 90°
CP - DENOTES COMMON PROPERTY

[NOTE: 1] DENOTES COMMON PROPERTY CREATED FROM THIS SUBDIVISION

Surveyor: **TASY MORAITIS**
Surveyor's Ref: 130508
Subdivision No: 152013
Lengths are in metres. Reduction Ratio 1:200(A3)



REGISTERED
21.11.2013

SP88703

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  21.11.2013

Purpose: STRATA PLAN OF SUBDIVISION

SP88703

Office Use Only

PLAN OF SUBDIVISION OF LOT 126 IN
S.P.73528 AND LOT 216 IN S.P.78822

LGA: SYDNEY

Locality: PYRMONT

Parish: ST ANDREW

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~

*The Accredited Certifier:

DENNY LINKER

Accreditation number:

BPB 0232

has made the required inspections and is satisfied that the requirements of;

* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause
29A Strata Schemes (Freehold Development) Regulation 2012,* (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and
clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,have been complied with and approves of the proposed strata plan illustrated in the
plan with this certificate.* (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant
development consent in force, and that all conditions of the development consent
that by its terms are required to be complied with before a strata certificate may be
issued, have been complied with.* (3) ~~The strata plan is part of a development scheme. The council or accredited certifier
is satisfied that the plan is consistent with any applicable conditions of the relevant
development consent and that the plan gives effect to the stage of the strata
development contract to which it relates.~~

* (4) The building encroaches on a public place and;

* (a) The Council does not object to the encroachment of the building beyond the
alignment of* (b) The Accredited Certifier is satisfied that the building complies with the relevant
development consent which is in force and allows the encroachment.* (5) This approval is given on the condition that lot(s) ^..... are
created as utility lots in accordance with section 39 of the Strata Schemes (Freehold
Development) Act 1973 or section 68 of the Strata Schemes (Leasehold
Development) Act 1986.

Date: 1 JULY 2013

Subdivision number: 152013

Relevant Development Consent number: 2013/775

Issued by: CITY OF SYDNEY

Signature: 

Authorised Person (General Manager/Accredited Certifier)

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners
Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 73528

The adopted by-laws for the scheme are:

* ^..... Model By laws.

* together with, Keeping of animals: Option *A*/B*/C

* By laws in sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management
Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, TASY MORAITIS

of DENNY LINKER & CO., LEVEL 5, 17 RANDLE ST, SURRY HILLS NSW 2010

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

(1) Each applicable requirement of

* Schedule 1A of the Strata Schemes (Freehold
Development) Act 1973 has been met* ~~Schedule 1A of the Strata Schemes (Leasehold
Development) Act 1986 has been met;~~* (2) * (a) ~~The building encroaches on a public place;~~* (b) The building encroaches on land (other than a public place), and an
appropriate easement has been created by ^..... to permit
the encroachment to remain.* (3) ~~The survey information recorded in the accompanying location plan is accurate.~~Signature: 

Date: 04.07.2013

* Strike through if inapplicable.

^ Insert the deposited plan number or dealing number of the instrument that
created the easementUse STRATA PLAN FORM 3A for certificates,
signatures and seals

SURVEYORS REFERENCE: 130508

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Office Use Only

Office Use Only

Registered



21.11.2013

PLAN OF SUBDIVISION OF LOT 126 IN
S.P.73528 AND LOT 216 IN S.P.78822

SP88703

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

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

Subdivision Certificate number:

152013

Date of endorsement:

1 JULY 2013

SCHEDULE OF UNIT ENTITLEMENTS

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

AGGREGATE 9977

SURVEYORS REFERENCE: 130508

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 126 IN
S.P.73528 AND LOT 216 IN S.P.78822

Office Use Only

SP88703

Registered: 21.11.2013

Office Use Only

Strata Certificate Details:

152013

Date:

1 JULY 2013

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. 73528 hereby certifies that in respect of their strata scheme that;

* (a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on
^

* (b) The local council or accredited certifier issued a strata certificate consenting to a notice of
conversion on ^

* (c) The owners corporation issued a certificate indicating the passing of a special resolution
authorising the execution of a dealing on ^ 2 May 2013
and,

* (2) The initial period expired before the above date.

* (3) At the above date the original proprietor owned all of the lots in the strata scheme and any
purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any
plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 73528 was hereunto affixed on ^ 4 July 2013 in the
presence of Dynamic Property Services being the person(s) authorised by section 238 Strata Schemes
Management Act 1996 to attest the affixing of the seal.

* Strike through if inapplicable.

^ Insert appropriate date



SIGNED by DYNAMIC PROPERTY SERVICES

PTY LIMITED (ACN 002 006 760) by its
attorney HELEN WELLS duly appointed
by Power of Attorney dated 4th May 2005
and who hereby states that she has not
received any notice of the revocation of
such Power of Attorney
(Registered Book 4457 No. 486)

SURVEYORS REFERENCE: 130508

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 126 IN
S.P.73528 AND LOT 216 IN S.P.78822

Office Use Only

SP88703

Registered: 21.11.2013

Office Use Only

Strata Certificate Details:

15 2013

Date:

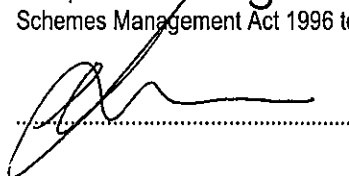
4 JULY 2013

Approved Form 11

Certificate that Owners Corporation agrees to Schedule of Unit Entitlement

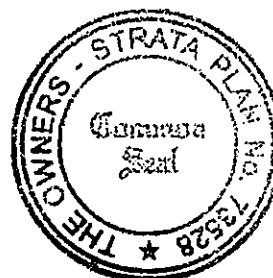
The Owners - Strata Plan No. 73528 certifies that on 2 May 2013 it passed a special resolution agreeing to each proposed unit entitlement and the proposed aggregate unit entitlement shown in the schedule attached to this certificate.

The common seal of the Owners - Strata Plan No. 73528 was hereunto affixed on 4 July in the presence of DYNAMIC PROPERTY SERVICES being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



^ Insert appropriate date

SIGNED by DYNAMIC PROPERTY SERVICES
PTY LIMITED (ACN 002 006 760) by its
attorney HELEN WELLS duly appointed
by Power of Attorney dated 4th May 2005
and who hereby states that she has not
received any notice of the revocation of
such Power of Attorney
(Registered Book 4457 No. 486)

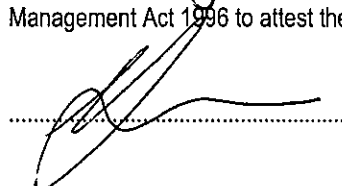


Approved Form 12

Certificate of Owners Corporation

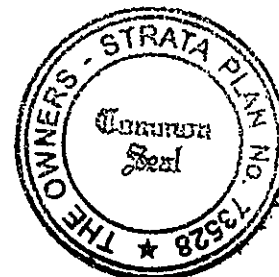
The Owners - Strata Plan No. 73528 certifies that on 2 May 2013 it passed a special resolution consenting to the subdivision illustrated on the plan herewith.

The common seal of the Owners - Strata Plan No. 73528 was hereunto affixed on 4 July 2013 in the presence of DYNAMIC PROPERTY SERVICES being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



^ Insert appropriate date

SIGNED by DYNAMIC PROPERTY SERVICES
PTY LIMITED (ACN 002 006 760) by its
attorney HELEN WELLS duly appointed
by Power of Attorney dated 4th May 2005
and who hereby states that she has not
received any notice of the revocation of
such Power of Attorney
(Registered Book 4457 No. 486)



SURVEYORS REFERENCE: 130508

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Office Use Only

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Registered



21.11.2013

PLAN OF SUBDIVISION OF LOT 126 IN
S.P.73528 AND LOT 216 IN S.P.78822

SP88703

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

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

Subdivision Certificate number:

152013

Date of endorsement:

25 JULY 2013

Signed sealed and delivered on behalf of Jacksons Landing Development Pty Ltd by its attorneys under power of attorney registered book 4620 no 801 in the presence of:

Linsey Cameron
Witness

Ruwan Ariyaratna
Attorney

Linsey Cameron
85 Curtis Road, Balmain
Print name and address

RUWANI ARIYARATNA
Print name

Witness (delete if same witness for both
Attorneys)

Nicholas Yacoel
Attorney

Print name and address

NICHOLAS YACOEI
Print name

Executed by DP270215 Pty Ltd ACN 120 973 757 in accordance with section 127 of the Corporations Act 2001

Colin J Knowles
Director

Walter Patterson
Secretary

COLIN J KNOWLES
Print name

WALTER PATTERSON
Print name

SURVEYORS REFERENCE: 130508



Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

AQ57093S

Strata Schemes Management Act 2015
Real Property Act 1900

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

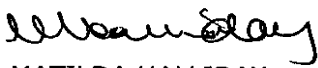
(A) TORRENS TITLE	For the common property CP/SP 73528	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 REGISTRATIONS@KPLG.COM.AU Reference: FILE NO: 180232 - DPS
		CODE CH

- (C) The Owners-Strata Plan No. 73528 certify that a special resolution was passed on 28/01/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. BY-LAW 41
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 73528 was affixed on 22/04/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: MATILDA HALLIDAY
Authority: Licensed Strata Managing Agent
Dynamic Property Services P/L
Signature:
Name:
Authority:



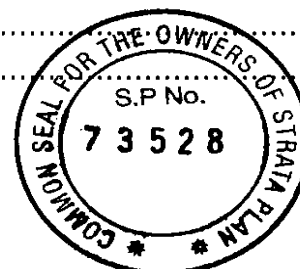
ANNEXURE A

STRATA PLAN 73528

TABLE OF CONTENTS

1. - Definitions and interpretation	4
2. - Common property	7
3. - Cleaning	8
4. - Moving furniture and other objects on or through buildings	8
5. - Floor coverings	8
6. - Bicycle storage facilities and storage cages	9
7. - Garbage disposal	9
8. - Change in use of lot to be notified	9
9. - Provision of amenities or services	9
10. - Community management statement	10
11. - Architectural standards and landscape standards	10
12. - Agreement with a manager	11
13. - Security keys	11
14. - Car spaces	12
15. - Car wash bay	12
16. - Visitor car parking	12
17. - Exclusive use - lift A	12
18. - Exclusive use - lift B	12
19. - Exclusive use - air conditioning plant A	13
20. - Exclusive use - air conditioning plant B	13
21. - Air conditioning - special privilege	13
22. - Landscaped area	14
23. - Gymnasium and swimming pool area	14
24. - Residential use	15
25. - Building works	15
26. - Owners' information	18
27. - Access to common property and lots	19
28. - Prohibition of short-term accommodation	20
29. - Removal and replacement of walls	22
30. - Retractable awning - special privilege	26
31. - Car space security poles	26
32. - Moving furniture and other items through common property	26
33. - Installation of security systems	29
34. - Retractable awning - special privilege	31

Handwritten signature



35. - Service of documents on owner of a lot by owners corporation	31
36. - Provisions of pipes for hot water	31
37. - Restricted property	33
38. - Works lot 217.....	35
39. - Minor renovations	36
40. - Renovations lot 152	43
41. - Renovations (lot 6)	59

1. - Definitions and interpretation

1.1 In these by-laws these terms (in any form) mean:

"Act" the Strata Schemes Management Act 1996;

"Air Conditioning Plant A" means the air conditioning plant and equipment and any conduits and ducting in the Common Property connected to the air conditioning plant and equipment servicing the Distillery;

"Air Conditioning Plant B" means the air conditioning plant and equipment and any conduits and ducting in the Common Property connected to the air conditioning plant and equipment servicing the Quarry;

"Architectural Standards" the meaning given to that term in the Community Management Statement;

"Bicycle Storage Facilities" the bicycle storage facilities located on the Common Property within the Building;

"Building" the building constructed on the Parcel;

"Car Wash Bays" those areas of Common Property designated by the Owners Corporation from time to time as car wash bays;

"Common Property" so much of the Parcel as from time to time is not comprised in any Lot;

"Community Association" is Community Association DP 270215;

"Community Management Statement" the community management statement registered with the Community Plan;

"Community Parcel" the land the subject of the Community Scheme;

"Community Plan" deposited plan 270215;

"Community Property" the meaning given to that term in the Community Management Statement;

"Community Scheme" the community scheme constituted on registration of the Community Plan;

"Community Titles Legislation" the Community Land Development Act 1989 and the Community Land Management Act 1989;

"Council" means City of Sydney Council;

"Developer" the meaning given to that term in the Community Management Statement;

"Development Activities" the meaning given to that term in the Community Management Statement;

"Development Consent" consent no.126-05-02 and 230-7-2002;

"Distillery" the building described as such in the location plan forming part of the Strata Plan;

"Distillery Occupiers" the Occupiers of Lots 31 to 125 (inclusive);

"Distillery Owners" the Owners of Lots 31 to 125 (inclusive);

"Exclusive Use Area" means the area containing a grease arrestor and related pipes marked "d" on the Strata Plan;

"Gymnasium and Swimming Pool Area" the Gymnasium and Swimming Pool;

"Gymnasium" the gymnasium constructed on Common Property;

"Height Indicators" markings located 500mm below fire sprinklers as required by Australian Standards;

"Jones St Owners" the Owners of Lots 1-12 (inclusive);

"Landscaped Area" the landscaped areas of Common Property on the podium level of the Building;

"Landscape Standards" the meaning given to that term in the Community Management Statement;

"Lift A" the lifts servicing the Distillery and marked "a" on the Strata Plan;

"Lift B" the lifts servicing the Quarry and marked "b" on the Strata Plan;

"Lot" a lot (as defined in the Act) in the Strata Plan;

"Manager" the manager appointed under the agreement disclosed in by-law 12;

"Non-Resident Owner" an Owner who does not principally reside in the Building;

"Occupier" any person in lawful occupation of a Lot;

"Owner"

(a) except as provided in paragraph (b), a person for the time being recorded in the register as entitled to an estate in fee simple in that Lot; or

(b) a person whose name has been entered on the strata roll as an Owner of a Lot in accordance with s98 of the Act;

"Owners Corporation" the owners corporation for the Strata Scheme;

"Parcel" the land comprised in the Strata Plan;

"Permitted Person" a person on the Parcel with the express or implied consent of the Owners Corporation or an Owner or Occupier;

"Quarry" the building described as such in the location plan forming part of the Strata Plan;

"Quarry Occupiers" the Occupiers of Lots 127 to 215 (inclusive);

"Quarry Owners" the Owners of Lots 127 to 215 (inclusive);

"Refinery Owners" the Owners of Lots 13-29 (inclusive);

"Residential Development" the use of land for any form of housing, other than housing leased on a short-term basis subject to the Residential Tenancies Act 1987, but does not include the use of land for a hotel, a hostel, an apartment hotel (being a building consisting of suites of rooms rented or hired out without being leased on a short-term basis), a boutique hotel, serviced apartments, backpacker accommodation, a motel or the like as defined in Sydney Regional Environmental Plan No. 26- City West;

"Residential Lot" a Lot approved for Residential Development;

"Security Key" the meaning given to that term in the Community Management Statement;

"Storeroom" the room within the Common Property marked "c" on the Strata Plan;

"Strata Plan" the strata plan registered with these by-laws;

"Strata Scheme" the strata scheme constituted on registration of the Strata Plan;

"Swimming Pool" the swimming pool constructed on Common Property;

"Vehicle" the meaning given to that term in the Community Management Statement; and

"Visitor Car Parking" those areas of Common Property designated from time to time by the Owners Corporation as car spaces for parking of Vehicles by visitors to the Strata Scheme.

Interpretation

1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

1.3 In these by-laws unless the contrary intention appears a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (d) this instrument includes any variation or replacement of it.

1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

1.6 The word "includes" in any form is not a word of limitation.

Owners Corporation

1.7 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.

1.8 Subject to an express provision in these by-laws the Owners Corporation may in its absolute discretion:

- (a) give approval conditionally or unconditionally; or
- (b) withhold its approval.

1.9 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of approval.

1.10 Subject to an express provision in these by-laws or any provision of the Act, approvals by the Owners Corporation under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the executive committee of the Owners Corporation at an executive committee meeting.

1.11 The Owners Corporation must give any approval required under these by-laws in writing.

Non-compliance

1.12 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

- (a) the Owners Corporation may enforce a by-law by legal means;
- (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
- (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (A) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (B) pay the Owners Corporation for its costs of doing the work;
- (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
- (e) the powers of the Owners Corporation under this by law are in addition to those available to it under the Act.

2. - Common property

Damage to Lawns and Plants

2.1 Except with the prior written approval of the Owners Corporation, an Owner or Occupier 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.

Damage to Buildings

2.2 Except with the prior written approval of the Owners Corporation, an Owner or Occupier 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.

2.3 Any owner given approval under by-law 2.2 must take all due care for the work done and is responsible for any resulting damage to common property.

2.4 An approval given by the Owners Corporation under by-law 2.2 cannot authorise any additions to the Common Property.

Damage to Common Property

2.4 An Owner or Occupier must compensate the Owners Corporation for any damage caused to the Common Property while that Owner or Occupier uses the Common Property.

Depositing Rubbish and Other Material

2.5 Except with the prior written approval of the Owners Corporation an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

3. - Cleaning

Windows and Doors

3.1 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

3.2 An Owner or Occupier must keep all internal gardens and balconies clean, tidy and well maintained.

3.3 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

(a) properly maintain the soil in the planter boxes; and

(b) when watering the plants or soil ensure that water does not go on to Common Property or another Lot.

4. - Moving furniture and other objects on or through buildings

Notice

4.1 An Owner or Occupier must not transport any furniture or large objects through or on Common Property unless sufficient notice has first been given to the Owners Corporation so as to enable the Owners Corporation to arrange for its nominee to be present at the time when the Owner or Occupier does so.

4.2 An Owner must reimburse the Owners Corporation for any costs incurred under by-law 4.1.

Owners Corporation may resolve.

4.3 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.

Resolution

4.4 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that resolution.

5. - Floor coverings

Transmission standards

5.1 An Owner must ensure that all floor space within the Lot is sufficiently covered or otherwise treated to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

5.2 Without limiting the requirements of this by-law, if an Owner is utilising a floor finish within an Owner's Lot other than carpet the minimum sound transmission standard to be achieved for any such floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or Council of the City of Sydney, whichever is the higher standard.

5.3 An Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of a floor finish other than carpet to demonstrate compliance with this by-law, if requested to do so by the Owners Corporation.

5.4 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

6. - Bicycle storage facilities and storage cages

Storage of Bicycles

6.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored in the Common Property; and
- (b) permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

Storage Cages

6.2 An Owner or Occupier must not store items in storage cages above the Height Indicators.

7. - Garbage disposal

7.1 This by-law is subject to the provisions of the Community Management Statement.

7.2 Distillery Owners, Distillery Occupiers, Quarry Owners and Quarry Occupiers must place garbage and waste in a garbage chute in a garbage room located on the floor of that person's Lot

7.3 Refinery Owners, Refinery Occupiers, Jones St Owners and Jones St Occupiers must place garbage and waste in the garbage room which has been allocated for use by that Owner or Occupier.

7.4 An Owner or Occupier must not put:

- (a) bottles, glass or liquids in a garbage chute; or
- (b) large items in a garbage chute that might cause a blockage.

7.5 The Strata Scheme has shared receptacles for garbage, recyclable material or waste and an Owner or Occupier

(a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and

(b) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area of the spillage.

8. - Change in use of lot to be notified

8.1 An Occupier 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).

8.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

9. - Provision of amenities or services

Agreements in relation to provision of amenities or services

9.1 The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services; and
- (e) security services.

9.2 If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Acknowledgment

9.3 The Owners Corporation acknowledges that the Owners Corporation is responsible for the sewer and water services within the Strata Scheme.

10. - Community management statement

Effect on the Strata Scheme

10.1 The Community Management Statement contains by-laws which affect the Strata Scheme including:

- (a) rights and obligations of Owners and Occupiers;
- (b) rights and obligations of the Community Association and the Owners Corporation;
- (c) the keeping of animals;
- (d) behaviour on Community Property and Common Property;
- (e) garbage collection;
- (f) carrying out building works; and
- (g) security.

Comply

10.2 An Owner or Occupier must comply with the Community Management Statement.

Breach

10.3 A breach of the by-laws contained in the Community Management Statement amounts to a breach of these by-laws.

10.4 Nothing in these by-laws allows an Owner or Occupier to do something which is prohibited or regulated by the Community Management Statement.

11. - Architectural standards and landscape standards

Who may prescribe

11.1 Under the Community Management Statement:

- (a) the Community Association may prescribe Architectural Standards and Landscape Standards in relation to the Community Scheme; and
- (b) the Owners Corporation may prescribe Architectural Standards and Landscape Standards in relation to the Strata Scheme.

Bound

11.2 An Owner or Occupier must comply with any Architectural Standards and Landscape Standards in force.

12. - Agreement with a manager

Appointment of a Manager

12.1 The Owners Corporation may determine to enter into an agreement with:

(a) Jacksons Landing Estate Management Pty Limited; or

(b) a third party;

to provide services to the Owners Corporation to assist the Owners Corporation with its duties to control, manage, operate, maintain and replace Common Property for which the Community Association is not responsible. The effect of this agreement is disclosed in this by-law.

Manager's Duties

12.2 The duties of any Manager appointed by the Owners Corporation may include:

(a) the maintenance and replacement of the Common Property for which the Community Association is not responsible;

(b) the control and supervision of the Common Property for which the Community Association is not responsible;

(c) the provision of services to the Owners Corporation or the Owners and Occupiers of Lots; and

(d) anything else that the Manager indicates is necessary for the Common Property for which the Community Association is not responsible.

13. - Security keys

13.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

13.2 The Owners Corporation must make Security Keys available to:

(a) Owners; and

(b) persons authorised by the Owners Corporation.

13.3 The Security Keys provided to persons under clause 13.2(b) need only provide access to the parts of the Building to which those persons are entitled access.

13.4 The Owners Corporation may charge a reasonable fee for a Security Key required by an Owner of a Lot.

13.5 An Owner of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

13.6 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;

(b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;

(c) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and

(d) take all reasonable steps to safeguard the Security Key against loss, damage and theft.

14. - Car spaces

Use

14.1 An Owner or Occupier of a Lot must not use that part of a Lot designated for use as a car space for any other purpose without the prior written consent of the Owners Corporation.

Alterations or Fixtures

14.2 An Owner or Occupier must not attach any fixture including a door or cage or other like to a car space without the prior written consent of the Owners Corporation.

14.3 If an Owner or Occupier applies to the Owners Corporation for consent under by-law 14.2, that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Owner or Occupier.

15. - Car wash bay

The following terms and conditions apply to the use of the Car Wash Bays:

(a) the Car Wash Bays may only be used between the hours of 9.00 am and 5.00 pm or other hours as nominated from time to time by the Owners Corporation;

(b) the Car Wash Bays may only be used for the purpose of washing cars and boats; and

(c) any other rules made by the Owners Corporation in relation to the use of the Car Wash Bays.

16. - Visitor car parking

16.1 An Owner or Occupier of a Lot must not park a Vehicle in Visitor Car Parking.

16.2 An eligible user of visitor parking can apply for not more than 24 hours consecutive use.

17. - Exclusive use - lift A

17.1 The Distillery Owners and the Distillery Occupiers have the exclusive use and enjoyment of Lift A.

17.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Lift A in a state of good and serviceable repair.

17.3 The Distillery Owners are responsible for the costs incurred under by-law 17.2 (including any amount under by-law 17.4) for Lift A and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

17.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

18. - Exclusive use - lift B

18.1 The Quarry Owners and Quarry Occupiers have the exclusive use and enjoyment of Lift B.

18.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Lift B in a state of good and serviceable repair.

18.3 The Quarry Owners are responsible for the costs incurred under by-law 18.2 (including any amount under by-law 18.4) for Lift B and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

18.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

19. - Exclusive use - air conditioning plant A

19.1 The Distillery Owners and the Distillery Occupiers have the exclusive use and enjoyment of Air Conditioning Plant A.

19.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Air Conditioning Plant A in a state of good and serviceable repair.

19.3 The Distillery Owners are responsible for the costs incurred under by-law 19.2 (including any amount under by-law 19.4) for Air Conditioning Plant A and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

19.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

20. - Exclusive use - air conditioning plant B

20.1 The Quarry Owners and the Quarry Occupiers have the exclusive use and enjoyment of Air Conditioning Plant B.

20.2 The Owners Corporation continues to be responsible for the proper maintenance and keeping of Air Conditioning Plant B in a state of good and serviceable repair.

20.3 The Quarry Owners are responsible for the costs incurred under by-law 20.2 (including any amount under by-law 20.4) for Air Conditioning Plant B and must indemnify the Owners Corporation in this regard according to the relative proportions of their respective unit entitlement.

20.4 The Owners Corporation may make agreements with third parties about performing its obligations under this by-law.

21. - Air conditioning - special privilege

Refinery Owners

21.1 The Refinery Owners have the special privilege of installing an air conditioning system which services that Owner's Lot within the plan area of that Owner's Lot.

21.2 A Refinery Owner that uses or installs an air conditioning system which has been installed in the Common Property under this by-law is responsible for the costs of repair and maintenance of that air conditioning system.

21.3 Refinery Owners using the special privilege granted under this by-law indemnify the Owners Corporation for any damage caused to the Common Property or the Building arising out of the exercise by a Refinery Owner of the rights conferred by this by-law.

Jones St Owners

21.4 The Jones St Owners are responsible for the costs of repairing, maintaining and replacing the air conditioning system servicing that Owners Lot.

21.5 The Jones St Owners have the special privilege to use so much of Common Property as is reasonably necessary to carry out repairs, maintenance or replacement of the air conditioning system referred to in by-law 21.4.

21.6 Jones St Owners using the special privilege granted under this by-law indemnify the Owners Corporation for any damage caused to the Common Property or the Building arising out of the exercise by a Jones St Owner of the rights conferred by this by-law.

22. - Landscaped area

22.1 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Landscaped Area in a state of good and serviceable repair.

22.2 The Owners Corporation may enter the Landscaped Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.

22.3 The Landscaped Area is available for use by the Owners and Occupiers of the Residential Lots to sit and relax and passively enjoy.

22.4 Any person using the Landscaped Area must leave that area clean and tidy after use.

22.5 A person on the Landscaped Area with the express or implied consent of a Residential Lot Owner or Occupier may use the Landscaped Area provided they comply with any rules about the use of the Landscaped Area.

23. - Gymnasium and swimming pool area

23.1 The Owners Corporation continues to be responsible for the proper maintenance and keeping of the Gymnasium and Swimming Pool Area in a state of good and serviceable repair.

23.2 The Owners Corporation may enter the Gymnasium and Swimming Pool Area at all reasonable times for the purpose of discharging its obligation to carry out maintenance or repairs.

23.3 The following conditions apply to the use of the Gymnasium and Swimming Pool by the Owners and Occupiers of the Residential Lots:

(a) the Gymnasium and Swimming Pool may only be used between the hours of 7.00 am and 9.00 pm or other hours nominated from time to time by the Executive Committee;

(b) children under the age of 15 years of age may use the Gymnasium and Swimming Pool only if accompanied and supervised by an adult;

(c) glass objects, drinking glasses, food and sharp objects are not permitted in the Gymnasium and Swimming Pool;

(d) running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool;

(e) the Swimming Pool equipment must not, except with the approval of the Executive Committee, be interfered with, operated or adjusted;

(f) sports type footwear must be worn while using the Gymnasium;

(g) all users must be appropriately attired whilst using the Gymnasium; and

(h) all users must carry a towel.

23.4 A Non Resident Owner is not entitled to use the Swimming Pool or Gymnasium.

23.5 A person on the Gymnasium and Swimming Pool Area with the express or implied consent of an Occupier or Owner, other than a Non Resident Owner, may use the Swimming Pool and Gymnasium provided they comply with any rules about the use of the Gymnasium and Swimming Pool Area.

24. - Residential use

24.1 Conditions in the Development Consent require:

- (a) that the Residential Lots in the development must be used for Residential Development;
- (b) all Residential Lots must be either owner-occupied or occupied by a tenant under a residential lease under the Residential Tenancies Act, 1987; and
- (c) a certificate signed by the Owners Corporation certifying that all Residential Lots are either Owner occupied or are subject to residential leases under the Residential Tenancies Act, 1987 must be forwarded to Council within 12 months of the completion of the Building and every 12 months thereafter.

24.2 The Owners Corporation must provide the certification required by Council as specified in by-law 24.1(c).

24.3 An Owner or Occupier of a Residential Lot must, on written request by the Owners Corporation, provide the Owners Corporation with written notice, in the form reasonably required by Council and by the Owners Corporation, confirming compliance with the conditions of the Development Consent as they are set out in 27.1 above.

25. - Building works

1. For the purposes of this by-law:

1.1 **Act** means the Strata Schemes Management Act 1996 as amended from time to time;

1.2 **Application** means a written application by an Owner to the Owners Corporation relating to their proposed Works including the following details:

- a) the type of Works to be completed, including the brand and quality of the Works;
- b) the supplier, manufacturer, installer, make, model and specifications of the Works;
- c) a detailed plan of the proposed location of the Works;
- d) evidence that the Works will not interfere with the quiet and peaceful enjoyment of other Owners;
- e) evidence that the Works will not interfere with the structural integrity of the Building;
- f) details of the contractors and/or tradesperson engaged to carry out the Works, including evidence that the contractors and/or tradespersons are properly licensed and qualified; confirmation that the contractors and/or tradespersons have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Owners Corporation;
- g) approvals from the relevant statutory/regulatory Authority, including, if necessary, Council approval; and
- h) any other document reasonably required by the Owners Corporation.

1.3 **Approval** means written approval from the Owners Corporation to the Owner in response to their Application, with or without conditions;

1.4 **Authority** means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

1.5 **Building** the building constructed on the Parcel;

1.6 Common Property means the common property in the Strata Plan;

1.7 Costs means all professional and trade costs/fees/disbursements incurred or associated with this by-law, the Works and Remedial Works and any damage caused as a result of the Works and/or Remedial Works;

1.8 Direction means a written direction from the Owners Corporation to the Owner relating to Works and/or Remedial Works;

1.9 Executive Committee means the executive committee elected by the Owners Corporation from time to time;

1.10 Indemnify means the Owner indemnifying the Owners Corporation in respect of the Works and/or Remedial Works or anything arising from the Works and/or Remedial Works, including, but not limited to the following:

a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;

b) any sum payable by way of increased insurance premiums; and

c) any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

1.11 Lot means a lot in the Strata Plan;

1.12 Owner means the owner(s) of the Lot from time to time;

1.13 Owners Corporation means the owners corporation known as The Owners – Strata Plan No. 73528;

1.14 Remedial Works means repair, maintenance, replacement and/or removal of items relating to the Works and/or Common Property affected by the Works;

1.15 Strata Manager means Dynamic Property Services or any other strata managing agent engaged by the Owners Corporation from time to time;

1.16 Strata Plan means registered strata plan number 73528;

1.17 Works:

1.17.1 means building works carried out by Owners at their Lots, including but not limited to the following:

a) renovations to kitchens, laundries, terraces and/or bathrooms;

b) installation of:

- i) security screen doors;
- ii) skylights;
- iii) gas heating;
- iv) exhaust fans;
- v) underfloor heating systems;
- vi) double glazed windows;
- vii) satellite dish;
- viii) air-conditioning unit

c) alterations to the layout of the plumbing and electrical system in the Lot;

d) alterations requiring the installation of a new waterproof membrane in any part of the Lot.

1.17.2 excludes the following works:

- a) additions of or alterations to the structure of a Lot or the structure of the Common Property, such as the removal, replacement or construction of walls or any new structure; and
 - b) cosmetic works, such as painting, wall-papering, laying carpet, installing or replacing built-in wardrobes.
2. Prior to carrying out the Works, the Owner must make an Application to the Owners Corporation, via the Executive Committee.
3. The Owners Corporation, via the Executive Committee, will consider the Application either within 14 days, or at the next Executive Committee meeting following the receipt of the Application, and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional reasonable requirements to be satisfied.
4. The Approval will not be unreasonably withheld and may be subject to the adoption of an additional by-law authorising the Works as required by the Act, which by-law must be in substantially similar terms to that set out in this by-law.
5. The Owners Corporation may engage an expert (including but not limited to a qualified engineer or building consultant) to provide advice to assist in its determination of the Application.
6. In relation to clause 5 above, if the Owners Corporation engages an expert, all associated costs, fees and disbursements will be paid by the Owner.
7. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
8. The Works and Remedial Works must be carried out and completed:
- a) in a proper workmanlike manner and by licensed and/or accredited contractors;
 - b) with due skill and care using proper materials;
 - c) in compliance with all reasonable requirements of the Owners Corporation;
 - d) (if applicable) with the consent of the Authority and in accordance with any conditions of that consent;
 - e) in compliance with the Building Code of Australia and any other Australian Standards, as applicable;
 - f) in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - g) in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to Lots in the Strata Scheme by other persons;
 - h) in a way which minimises the disturbance of other Owners including but not limited to vibration, noise, dust and dirt;
 - i) ensuring that the security of the Building is maintained throughout the performance of the Works and Remedial Works;
 - j) promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
 - k) keeping all areas of the Building as clean and tidy as possible; and
 - l) promptly repairing any damage to any part of the property caused by the Works and/or Remedial Works.
9. The Owner is responsible for and must bear all Costs.

10. The Owner must permit the Owners Corporation's expert or contractor to access their Lot for the purpose of inspecting the Works upon completion and submitting a report to the Owners Corporation (via the Executive Committee) confirming that the Works have been completed in compliance with the requirements of this by-law and any additional conditions of the Approval

11. Where the Owners Corporation has incurred Costs on behalf of an Owner (including the costs incurred in clause 10), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

12. In the event Lot(s) or Common Property is/are damaged because of the Works or Remedial Works, the Owner must pay the Costs of rectifying the damage.

13. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

14. If the Owner fails to comply with clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:

- a) enter upon any part of the Lot to carry out the work;
- b) carry out all work necessary to perform that obligation; and
- c) recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

15. The Owner must sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

16. The Owner must not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.

17. The Owner must Indemnify and must keep Indemnified the Owners Corporation.

26. - Owners' information

1. For the purposes of this by-law:

1.1 **Act** means the *Strata Schemes Management Act 1996* as amended from time to time;

1.2 **Building Manager** means the building manager providing services to the Owners Corporation from time to time;

1.3 **Executive Committee** means the executive committee elected by the Owners Corporation from time to time;

1.4 **Lot** means a lot within the Strata Plan;

1.5 **Owner** means the registered proprietor and legal occupier of a Lot;

1.6 **Owners Corporation** means the owners corporation known as The Owners – Strata Plan No. 73528;

1.7 **Personal Information** means the contact details of the Owner, including but not limited to the following:

- a) full name;
- b) Australian address for service of notices;
- c) email address;
- d) telephone number;
- e) fax number;
- f) the Lot number;
- g) the nature of the person's interest in the Lot;
- h) the date on which the person acquired the interest in the Lot;
- i) the date of commencement or assignment of any lease or sublease of the Lot;
- j) the name of any agent acting for the Owner.

1.8 **Strata Manager** means Dynamic Property Services or any other strata managing agent engaged by the Owners Corporation from time to time;

1.9 **Strata Plan** means registered strata plan number 73528.

2. Owners consent to the Owners Corporation (via the Strata Manager and Building Manager) collecting and using Personal Information about the Owners for the purpose of exercising its functions and discharging its obligations under the Act.

3. Owners consent to the Owners Corporation, the Strata Manager and the Building Manager disclosing Personal Information for any one of the following reasons:

- a) because it is being disclosed for a purpose for which it was collected; or
- b) because the disclosure is required or authorised by law, including under sections 108 and 109 of the Act; or
- c) because the consent of the Owner has been obtained.

4. Each Owner must notify the Owners Corporation (via the Strata Manager) in writing if their Personal Information is no longer accurate or up-to-date.

5. Each Owner is responsible for ensuring the Personal Information held by the Owners Corporation is accurate and up to date.

27. - Access to common property and lots

1. For the purposes of this by-law:

1.1 **Act** means the *Strata Schemes Management Act 1996* as amended from time to time;

1.2 **Authority** means any government, governmental, semi-governmental, local government authority, administrative, fiscal or judicial body or tribunal, department, commission, public authority, tribunal, agency or entity or Minister;

1.3 **Building Manager** means the building manager providing services to the Owners Corporation from time to time;

1.4 **Common Property** means the common property in the Strata Plan;

1.5 **Costs** means all professional and trade costs/fees/disbursements;

1.6 **Executive Committee** means the executive committee elected by the Owners Corporation from time to time;

1.7 **Lot** means a lot within the Strata Plan;

1.8 **Owner** means the registered proprietor and legal occupier of a Lot;

1.9 Owners Corporation means the owners corporation known as The Owners – Strata Plan No. 73528, and includes its agents, employees, contractors, Building Manager and Strata Manager;

1.10 Strata Manager means Dynamic Property Services or any other strata managing agent engaged by the Owners Corporation from time to time;

1.11 Strata Plan means registered strata plan number 73528.

2. The Owners Corporation may enter any part of a Lot for the following purpose:

- a) to carry out work in accordance with its duties under the Act (including but not limited to its duty to maintain and repair the common property);
- b) to carry out work as a result of a notice served on it by an Authority;
- c) to carry out work pursuant to an order made under the Act;
- d) to determine whether any work is required to be carried out under the Act; or
- e) if there is an emergency (including, but not limited to, a serious threat to the health and safety of the residents or other people, or the risk of serious property damage).

3. Except in the case of an emergency as set out under clause (e) above, the Owners Corporation must give an Owner at least 7 days written notice of its intention to access to the Lot.

4. An Owner must do all things necessary to facilitate the Owners Corporation's access to their Lot and must not unreasonably refuse the Owners Corporation access to their Lot.

5. In the event the Owner has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation is not able to gain access to the Lot on that agreed day and at that agreed time due to any action or inaction of the Owner, the Owner is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.

6. If an Owner has unreasonably refused access to the Owners Corporation, the Owners Corporation may exercise its legislative right to enforce this by-law, which may result in the issuing of an order requiring the Owner to provide access to the Lot.

7. Where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 5), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

8. Owners must sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

9. The powers of the Owners Corporation under this by-law are in addition to those available to it under the Act and any other by-laws registered on the common property title.

28. - Prohibition of short-term accommodation

1. For the purposes of this by-law:

1.1 Act means the *Strata Schemes Management 1996* (NSW) as amended from time to time;

1.2 Building the building constructed on the Parcel;

1.3 Common Property means the common property in the Strata Plan;

1.4 Costs means all professional and trade costs, fees, expenses and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law;

1.5 **Council** means City of Sydney Council, its administrators, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;

1.6 **Enforcement Costs** means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;

1.7 **Executive Committee** means the executive committee elected by the Owners Corporation from time to time;

1.8 **Indemnify** means the Owner indemnifying the Owners Corporation in respect of their use of a Lot in breach of this by-law, including but not limited to the following:

- a) all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
- b) any sum payable by way of increased premiums; and
- c) any costs or damages for which the Owners Corporation is or becomes liable;

1.9 **Lot** means a lot in the Strata Plan;

1.10 **Occupier** means the legal occupier of a Lot from time to time, including the occupier's agent or employee;

1.11 **Owner** means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;

1.12 **Owners Corporation** means the owners corporation known as The Owners- Strata Plan No. 73528;

1.13 **Residential Tenancy Agreement** means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;

1.14 **Security Keys** means a key, magnetic card, or other device or information used on the Common Property to:

- a) open and close security gates, doors, gates, or locks; or
- b) operate alarms, security systems, or communication systems.

1.15 **Short-Term Accommodation** means the provision of temporary accommodation on a commercial basis for a period less than 3 consecutive months, including but not limited to:

- a) Backpackers' accommodation;
- b) Bed and breakfast accommodation;
- c) Hotel or motel accommodation;
- d) Serviced apartments;
- e) Private hotel;
- f) Boarding house;
- g) Tourist or visitor accommodation; and
- h) Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar.

1.16 **Statutory Declaration** means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the contents of this by-law;

1.17 **Strata Manager** means Dynamic Property Services or any other strata managing agent engaged by the Owners Corporation from time to time;

1.18 **Strata Plan** means registered strata plan no. 73528;

1.19 **The Plan** means Sydney Local Environment Plan 2012 as amended from time to time, including any succeeding instrument.

2. Where terms in this by-law are not defined, they have the same meaning those words are attributed under the Act.

3. Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.

4. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owners Corporation, via the Executive Committee or Strata Manager, may:

a) Request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee, which may include a Statutory Declaration; and/or

b) Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or

c) Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or

d) Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or

e) Refuse to provide additional Security Keys to the Owner or Occupier; and/or

f) De-activate the Owner or Occupier's Security Keys.

5. The Owner and/or Occupier is responsible for and must bear all Costs and Enforcement Costs.

6. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

7. Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

8. The Owner and/or Occupier must include a copy of this by-law in every Residential Tenancy Agreement.

9. The Owner Indemnifies and must keep Indemnified the Owners Corporation.

29. - Removal and replacement of walls

1. For the purposes of this by-law:

1.1 **Act** means the *Strata Schemes Management Act 1996* (NSW) as amended from time to time;

1.2 **Application** means a written application by an Owner to the Owners Corporation relating to the Owner's proposed Works and including the following details:

- a) a Pre-Works Certificate;
- b) a detailed description of the proposed Works;
- c) a plan of the proposed location of the Works;
- d) evidence that the Works will not interfere with the quiet and peaceful enjoyment of other Owners;
- e) if the Works affect a wall dividing two Lots, the consent of the adjoining Lot owner to the Works;
- f) details of the tradespeople engaged to carry out the Works, including evidence that the tradespeople are properly licensed and qualified, and confirmation that the tradespeople have effected all necessary policies of insurance, including any policy of insurance specifically requested by the Executive Committee;
- g) approval from the relevant Authority, if required;
- h) a Draft By-Law; and
- i) any other document reasonably required by the Executive Committee.

1.3 Approval means the approval of the Application by the Executive Committee which is subject to the adoption of the Draft By-Law by the Owners Corporation in general meeting;

1.4 Authority means any government or governmental, semi-government, local government, statutory, public, ministerial, administrative, fiscal, or judicial body, ombudsman, department, commission, authority, tribunal, or agency and includes a minister of the Crown (in any right);

1.5 Building the building constructed on the Parcel;

1.6 Common Property means the common property in the Strata Plan;

1.7 Costs means all professional and trade costs, fees, and disbursements incurred as a result of or associated with this by-law, the Works and Remedial Works, and any loss or damage caused as a result of the Works and Remedial Works;

1.8 Direction means a written direction from the Owners Corporation to the Owner relating to the Works or Remedial Works;

1.9 Draft By-Law means a draft by-law authorising the Works in terms substantially similar to those set out in this by-law;

1.10 Indemnify means the Owner indemnifying the Owners Corporation in respect of the Works and Remedial Works or anything arising from the Works and Remedial Works, including, but not limited to the following:

- a) all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;
- b) any sum payable by way of increased insurance premiums;
- c) any Penalty; and
- d) any Costs incurred by, or for which the Owners Corporation is or becomes liable.

1.11 Lot means a lot in the Strata Plan;

1.12 Owner means the registered proprietor of a Lot from time to time;

1.13 Owners Corporation means the owners corporation known as The Owners- Strata Plan No. 73528;

1.14 Penalty means a penalty under section 14 of the *Strata Schemes (Freehold Development) Act 1973* (NSW);

1.15 Pre-Works Certificate means a certificate from a qualified structural engineer acceptable to the Executive Committee stating that the proposed Works will not adversely affect the structural integrity of the Building;

1.16 Post-Works Certificate means a certificate from a qualified structural engineer acceptable to the Executive Committee stating that the Works have not adversely affected the structural integrity of the Building;

1.17 Remedial Works means the repair, maintenance, replacement, and removal of items relating to the Works and Common Property affected by the Works;

1.18 Strata Manager means Dynamic Property Services or any other strata managing agent engaged by the Owners Corporation from time to time;

1.19 Strata Plan means registered strata plan number 73528;

1.20 Works means the removal, partial removal, or replacement of a load bearing or non load bearing wall that is either wholly within the Owner's Lot or is on or represents the boundary of the Owner's Lot.

2. Prior to carrying out the Works, the Owner must make an Application for Approval

3. The Owners Corporation, via the Executive Committee, will consider the Application either within 14 days or at the first Executive Committee meeting following receipt of the Application and will advise the Owner whether or not all requirements have been satisfied or whether there are any additional requirements to be satisfied.

4. The Owners Corporation may engage an expert to provide advice to assist in its determination of the Application, the Costs of which must be paid by the Owner

5. Approval will not be unreasonably withheld by the Executive Committee.

6. Once Approval has been granted the Draft By-Law will be placed on the agenda of the next general meeting of the Owners Corporation.

7. The Owner must carry out the Works in compliance with the method certified in the Pre-Works Certificate.

8. The Owner must comply with section 14 of the *Strata Schemes (Freehold Development) Act 1973* (NSW) and lodge any necessary building alteration plan with the Registrar-General.

9. After the Works are carried out, the Owner must provide the Executive Committee with a Post-Works Certificate within 1 month of completion of the Works.

10. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.

11. The Works and Remedial Works must be carried out and completed:

a) in a proper and workmanlike manner by licensed and/or accredited contractors using proper materials;

b) with due skill and care;

- c) in compliance with all reasonable requirements of the Owners Corporation;
- d) in compliance with the Building Code of Australia and any other Australian Standards as applicable;
- e) in compliance with the conditions of any approval of a relevant Authority;
- f) in keeping with the appearance of the Building in its style, colour, materials, and overall design;
- g) so as to not unreasonably interfere with Common Property or access to Lots in the Strata Plan by other persons;
- h) in a way which minimises disturbance to other Owners and residents including but not limited to minimising vibration, noise, dust, and dirt;
- i) while ensuring that the security of the Building is maintained throughout the performance of the Works and/or Remedial Works;
- j) while promptly and completely removing all rubbish from the Building resulting from the Works and/or Remedial Works;
- k) while keeping all areas of the Building as clean and tidy as possible; and
- l) while promptly repairing any damage to the Building caused by the Works and/or Remedial Works.

12. In the event Lots or Common Property are damaged because of the Works or Remedial Works, the Owner must pay the Costs of rectifying the damage.

13. The Owners Corporation reserves the right to Direct the Owner to remove, repair or replace any items installed as a part of the Works and Remedial Works in the event they do not comply with the requirements of this by-law.

14. If the Owner fails to comply with a Direction within 14 days then the Owners Corporation may:

- a) enter upon any part of the Lot;
- b) carry out all work necessary to comply with the Direction; and
- c) recover from the Owner any Costs relating to carrying out the necessary work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

15. The Owner must not claim upon the Owners Corporation's insurance in respect of anything arising out of the Works or the Remedial Works.

16. The Owner is responsible for and must bear all Costs.

17. Where the Owners Corporation has incurred Costs on behalf of an Owner, the Owners Corporation may recover those Costs from the Owner by charging those Costs to the Owner's lot account as if they were a contribution under the Act, will all the same rights of recovery to apply.

18. The Owner must Indemnify and must keep Indemnified the Owners Corporation.

19. The Owner must sign all documents and do all things necessary to facilitate the matters the subject of this by-law.

30. - Retractable awning – special privilege

30.1 Neither by-law 2.2 nor by-law 2.3 prevents an Owner or Occupier from installing a retractable awning to the external walls Common Property, being Common Property comprising the courtyards of Lots 18, 19, 20, 21, 22 and 23.

30.2 Any such retractable awning must be installed in a competent and proper manner and its specification and installation must comply with the relevant Architectural Standard in relation to the Strata Scheme prescribed by the Owners Corporation.

30.3 Despite section 62, the Owner or Occupier of a Lot to which by-law 30 applies must maintain and keep in a state of good and serviceable repair any retractable awning that forms part of the Common Property and that services the Lot.

31. - Car space security poles

1. Definitions

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

1.1 **Security Poles** means the parking security pole of a specification approved by the Executive Committee from time to time, for the purpose of preventing unauthorised vehicles from parking in the visitors car spaces or on other areas of common property as considered necessary to prevent illegally parked vehicles.

1.2 **Owners** means each of the lot owners in Strata Scheme 73528.

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

2. Powers and Duties

2.1 The Owners Corporation shall have the following additional powers, authorities, duties and functions:

a) the power to install the Security Poles in the common property visitor car spaces and other areas of common property to prevent illegally parked vehicles;

b) the power to issue any key or other device to any persons to operate the Security Poles contemplated by this clause 2;

c) the duty to maintain, renew, repair and replace the Security Poles and all affected common property contemplated by this clause 2 from time to time; and

d) the authority to enter into arrangements with third parties about the installation, maintenance, renewal and repair and replacement of the Security Poles contemplated by this clause 2.

3. Owners Obligations

Owners must comply with rules of use of the visitors car spaces as set and varied by the Executive Committee from time to time

32. - Moving furniture and other items through common property

1. For the purposes of this by-law:

1.1 **Act** means *Strata Scheme Management Act 1996* including any rules and regulations.

1.2 **Building** means the buildings known as "The Quarry" and "The Distillery" and excludes the buildings known as "The Jones Street Terraces" and "The Refinery Apartments" comprising SP 73528.

1.3 Community Association means Community Association DP270215.

1.4 Owners Corporation means the Owners Corporation of SP 73528.

1.5 Executive Committee means the Executive Committee of Strata Plan 73528.

1.6 Resident Services Manager means the manager appointed by the Community Association from time to time.

1.7 Owners/Occupiers means the owners and/or occupiers of lots in SP 73528 and specifically the Owners/Occupiers carrying out the Removal.

1.8 Common Property means the common property of Strata Plan 73528 and DP270215.

1.9 Authority Charge means a document prepared by the Owners Corporation including:

- a) a copy of this by-law and any explanatory text;
- b) provision for signature of the Owners/Occupiers;
- c) removal date;
- d) removal start time;
- e) the Lots(s) or apartments(s) number and Owners/Occupiers;
- f) such other information the Owners Corporation deems reasonable including such directions the Owners Corporation require to be followed during the Removal;
- g) an acknowledgement that any damage to common property caused during the Removal will be required to be compensated for;
- h) an acknowledgement that a Removal which exceeds the Removal Duration may incur a fee.

1.10 Condition Report means a report of the state of repair of Common Property through which the Removal occurs completed by a Security Person on the day of the Removal prior to and after the Removal has been carried out.

1.11 Removal means the transporting of any Substantial Items:

- a) to and/or from Lots;
- b) in and/or out of the Building; or
- c) through Common Property;

by the Owners/Occupiers.

1.12 Removal Date means the date on which the Removal will take place.

1.13 Removal Hours means between the hours of 9:30AM and 5:30PM Mondays to Fridays inclusive of such other hours and days approved by the Owners Corporation.

1.14 Removal Duration means a period of 4 hours in which the Removal will take place or such other period of time approved by the Owners Corporation.

1.15 Removal Start Time means the time at which the Removal will commence and from which the Removal Duration will be measured.

1.16 Designated Removal Path means, for The Quarry Building, the loading dock on level LG, the lift lobby on level LG of The Quarry Building, a lift car servicing level LG of The Quarry Building and the lobby servicing the relevant Lot and for The Distillery Building means the loading dock on level LG, the goods hoist operating between levels LG and B; the lift lobby on level B of The Distillery Building, a lift car servicing level B of The Distillery Building and the lobby servicing the relevant Lot.

1.17 Removal Security Deposit means an amount of money, the exact sum to be determined at the discretion of the Owners Corporation, to be paid by the Owners/Occupiers prior to the Removal Date, to be:

a) held as a bond during the Removal; and

b) applied by the Owners Corporation towards the cost of rectifying any damage to any part of the Common Property occurring during the Removal.

1.18 Security Person means a person appointed by the Community Association for the purpose of surveillance and security.

1.19 Strata Manager means the strata manager appointed for SP 73528 from time to time.

1.20 Substantial Items means large items of furniture, household goods, white goods and electrical equipment but does not include single items of furniture which are capable of being delivered by one person.

1.21 Swipe-Card means an electronic key device provided to the Owner/Occupier by the Community Association and used to gain access through doorways and lifts to Common Property.

2. Where any terms used in this by-law are defined in the Act, they will have the same meaning those words are attributed under the Act.

3. Where in this by-law the Owners Corporation or Executive Committee is empowered to take any action, it may do so at its reasonable discretion.

4. The Owners Corporation permits Owners/Occupiers to carry out a Removal, subject to the terms of this by-law.

5. This by-law applies to the Removal of Substantial Items This by-law applies to the Removal of Substantial Items.

6. Not less than 48 hours prior to the Removal Date, Owners/Occupiers are required to complete an Authority Charge. Upon completion of the Authority Charge the Resident Services Manager or Strata Manager will provide a copy of the completed Authority Charge to the Owners/Occupiers.

7. Immediately prior to the Removal the Owners/Occupiers will inform the Resident Services Manager and Security Person to supervise the Removal by showing a copy of the Authority Charge in order to commence the Removal.

8. A Removal must only take place on the Removal Date and between the Removal Hours.

9. A Removal must commence at the Removal Start Time and last no longer than the Removal Duration. Any Removal which exceeds the Removal Duration may incur a fee, the amount of which may be determined from time to time by the Owners Corporation and deducted from the Removal Security Deposit.

10. The Removal must occur through the Designated Removal Path.

11. Any residential lift car being used during a Removal will be fitted with padded curtains and rubber matting by the Security Person to avoid damage to the Common Property.

12. The Removal is to be carried out in the manner reasonably directed by the Owners Corporation through its representatives, the Resident Services Manager and the Security Person, engaged for the purpose of supervising the Removal.

13. Owners/Occupiers performing the Removal will have exclusive use of a lift car during the Removal.

14. A Condition Report will be accepted by the Owners/Occupiers as satisfactory evidence of the condition of the Common Property on the Removal Date before and after the Removal. After completion of the Condition Report, a copy will be provided to the Owners/Occupiers and if any damage has occurred it will be repaired by the Owners Corporation and charged to the Owners/Occupiers levy account as if it were a contribution under the Act.

15. The duties of the Security Person during the Removal Hours will be to safeguard Common Property and monitor compliance of the Owners/Occupiers with the Strata by-laws.

16. The Owners Corporation through the Executive Committee, Strata Manager or Resident Services Manager may require the Owners/Occupiers to pay a Removal Security Deposit at the time an Authority Charge is completed and pay the cost of hire of the Security Person during the Removal Hours at a fixed amount determined from time to time by the Owners Corporation.

17. If no damage has occurred to Common Property at the conclusion of the Removal as determined by the Resident Services Manager or Strata Manager via the Condition Report, the Removal Security Deposit will be refunded to the Owners/Occupiers.

18. The Removal Security Deposit, or part thereof, may be used by the Owners Corporation towards the cost of repair if damage has occurred.

19. If the cost of repair exceeds the Removal Security Deposit the balance paid by the Owners Corporation will be charged to the Owners/Occupiers levy account and recovered as if it were a contribution under the Act.

20. If the costs of repair are less than the Removal Security Deposit the Owners Corporation will refund the balance of the Security Deposit to the Owners/Occupiers.

21. If the Owners/Occupiers do not comply with the Strata by-laws the Resident Services Manager or Security Person may cancel and make inactive any Swipe-Cards in the possession of the Owners/Occupiers until such time as the Resident Services Manager or Security Person judge the Owners/Occupiers to be willing to comply with the Strata by-laws.

22. Owners/Occupiers in possession of cancelled and inactive Swipe-Cards will be provided with alternative access through Common Property to their Lot by contacting a Security Person who will escort them to their Lot.

33. - Installation of security systems

1.

1.1 Compliance with use & occupancy

Notwithstanding anything contained in the by-laws contained in the Community Management Statement and the other by-laws applicable to the scheme, all Owners and occupiers are subject to the restrictions of Part 4 of this by-law

1.2 This by-law to prevail

If there is any inconsistency between any by-laws applicable to the scheme, and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency unless that inconsistency is contained in the Community Management Statement in which case the Community Management Statement shall prevail.

2. Grant of Right

An Owner has the right to carry out the Works at its own cost subject to Part 4 of this by-law. The purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made.

3. Definitions and interpretation

In this by-law, unless the context otherwise requires or permits:

3.1 Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including City of Sydney Council.

3.2 Insurance means:

- a) contractors all risk insurance including public liability insurance;
- b) insurance required under the Home Building Act 1989 (if applicable); and
- c) workers compensation insurance.

3.3 **Lot** means lots 10, 11, 12, and 17 respectively in Strata Plan 73528.

3.4 **Owner** means the owner of the respective Lot.

3.5 **Owners Corporation** means the owners corporation created by the registration of Strata Plan registration no.73528.

3.6 **Works** means the installation of a security intercom system including all pipes, wiring ducting and ancillary items for the benefit of a Lot.

In this by-law, unless the context otherwise requires, a word which denotes:

- a) the singular includes plural and vice versa;
- b) any gender includes the other genders;
- c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996; and
- d) references to legislation includes references to amending and replacing legislation.

4. Conditions

4.1 Before commencement

Before commencement of the Works the Owner must:

- a) obtain approval from the Community Association for the Works under by-law 3 of the Community Management Statement and provide a copy to the owners corporation (including any restriction or condition placed on the Works by the Community Association);
- b) obtain approval for the location, type and size of the Works from the Owners Corporation pursuant to by-laws 1.7 to 1.11 (inclusive) of the by-laws filed with the strata plan;
- c) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation; and
- e) effect and maintain Insurance and provide a copy to the Owners Corporation.

4.2 During installation

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- a) use duly licensed employees, contractors or agents to conduct the Works;
- b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- c) use reasonable endeavours to cause as little disruption as possible;
- d) perform the Works during times reasonably approved by the Owners Corporation;
- e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;