

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Richardson & Wrench Alexandria Waterloo Shop 1; 1 Hunter Street, Waterloo NSW 2017 Email: mdawes@rwaw.com.au	Phone: 02 8399 8222 Fax: 02 8399 8223 Ref: Mark Dawes
co-agent		
vendor	Jamie Christopher Holmes 31/47 Hindes Street, Lota QLD 4179	
vendor's solicitor	Breene & Breene Solicitors Level 12, St James Centre, 111 Elizabeth Street, Sydney NSW 2000 Email: timbreene@breene.com.au; phyllisy@breene.com.au	Phone: 02 9232 5811 Fax: 02 9232 5822 Ref: TJB:PY:684351
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	2/7 Crystal Street, Waterloo NSW 2017 Lot 2 in Strata Plan 67161 Folio Identifier 2/SP67161	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)
 The price includes
 GST of: \$

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

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

☐ NO ☐ yes

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

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Bright & Duggan, Level 1, 37-43 Alexander Street, Crows Nest NSW 2065 (PO Box 281, Crows Nest NSW 1585) Tel: 02 9902 7100 Email: customercare@bright-duggan.com.au

CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT 1919

I certify as follows:-

1. I am a Solicitor / Barrister / Licenced Conveyancer currently admitted to practice in New South Wales
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a Contract for the sale of land for the property named in the Schedule between the Vendor and the Purchaser named in the Schedule in order that there is no cooling off period in relation to that Contract.
3. I do not act for Vendor and I am not employed in the legal practice of a Solicitor or Licensed Conveyancer acting for the Vendor, nor am I a member or employee of a firm of which a Solicitor or Licensed Conveyancer acting for the Vendor is a member or employee.
4. I have explained to the Purchaser or if the purchaser is a corporation, 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; and
 - iii) that the giving of this Certificate to the Vendor means that there is no "Cooling Off" period in relation to the Contract.

DATED:

.....

SIGNATURE:

.....

NAME OF SIGNATORY

.....

ADDRESS OF SIGNATORY

.....

SCHEDULE

PROPERTY	2/7 Crystal Street, Waterloo NSW 2017
VENDOR	Jamie Christopher Holmes
PURCHASER	

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 TA Act, 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 solicitor, or if no vendor's solicitor 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>FRGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as at 1 July 2017);
<i>FRGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the TA Act, being the lesser of the <i>FRGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>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 TA Act (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 TA Act (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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the TA Act;
<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.

- 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the property to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the parties' *Conveyancing Transaction*;

<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 <i>Electronically Tradeable</i> 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 <i>participation rules</i> 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 s14-245 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; 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. PURCHASER'S ACKNOWLEDGMENT

- 33.1 Subject to section 52A of the Conveyancing Act, 1919 and the Conveyancing (Sale of Land) Regulation 2017 the purchaser acknowledges and agrees that in entering into this contract the purchaser has not relied upon any warranty or representation made or any other conduct engaged in by the vendor or any person on behalf of the vendor except such as is expressly provided in this contract and has relied entirely upon the purchaser's own enquiries and inspection of the property and is satisfied in all respects as to the nature, quality, condition and state of repair of the property and the purchaser acknowledges and agrees that the property is sold and accepted subject to all defects (whether latent or patent) in its present state of repair, condition, dilapidation and infestation.
- 33.2 The purchaser shall not be entitled to make any claim, objection or requisition or rescind or terminate this contract in respect of the defects (whether latent or patent) nature, quality, condition, state of repair of the property or any other matter, fact or thing referred to in this clause.
- 33.3 The purchaser shall take title subject to and shall not raise, take or make any objection, requisition or claim (whether for compensation or not) nor delay completion nor rescind nor terminate this contract in relation to the non-existence of any easement or right (whether statutory or otherwise) in respect of any service (as defined in Clause 10) affecting or benefitting the property or in respect of any entitlement to use such service.

34. INCAPACITY

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor or the purchaser at law or in equity if this clause had not been included in this contract it is agreed that:

- 34.1 if either the purchaser or the vendor (or if more than one, any of them) shall die or become mentally ill or is otherwise pronounced as being incapable of managing his own affairs, then the other party may by notice in writing to the first party rescind this contract and if not otherwise in default the provisions of clause 19 shall apply; or
- 34.2 if the purchaser or the vendor (or if more than one, any of them) being a company shall resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme or arrangement with its creditors under the Corporations Law or if a receiver or receiver/manager or provisional liquidator shall be appointed to it, then that party shall be deemed to be in fundamental default under this contract and the other party shall be entitled to terminate this contract whereupon the provisions of clause 9 shall apply.

35. LATE COMPLETION

- 35.1 If the balance of the price is not paid by the purchaser to the vendor on or before the specified Completion Date except solely due to fault on the part of the vendor:

35.1.1 the balance of the price (plus all other moneys owing to the vendor pursuant to this contract) shall carry interest calculated daily at the rate of ten per cent (10%) per annum computed from the Completion Date until the date of payment to the vendor,

both dates inclusive, and the parties agree that it is an essential term of the contract that all such interest be paid to the vendor.

35.1.2 notwithstanding clause 1, any adjustments of rates, taxes and outgoings but not rents or other income, are to be made on the earliest of the Completion Date, the date of possession by the purchaser and the actual date of completion,

but, if this contract is not completed on or before the Completion Date solely due to any default of the vendor then the purchaser shall not be liable to pay such interest to the vendor or liable for adjustments from the Completion Date for so long as completion of this contract is prevented by the default of the vendor.

36. NOTICE TO COMPLETE

The vendor and the purchaser expressly acknowledge and agree that:

36.1 either party may where entitled after the Completion Date issue a notice to complete (the "Notice to Complete") making the time for completion of this contract of the essence; and

36.2 a period of fourteen (14) days after the date of service of any Notice to Complete shall be a reasonable time for requiring completion of this contract.

37. INTRODUCTION BY VENDOR'S AGENT

The purchaser warrants that the purchaser has not been introduced to the sale of the property directly or indirectly through the services of any agent other than the named vendor's agent (if any) and the purchaser indemnifies the vendor for all claims (whether for compensation or not), losses and liabilities arising out of a breach of such warranty. This clause shall not merge on completion.

38. ELECTRONIC SIGNATURES

38.1 The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the vendor or the purchaser which are facsimile, photocopy or any other form of electronic signatures.

38.2 The parties agree that they shall not make any requisitions, objection or claim or delay completion due to the matter of execution of this Contract as at the exchange date provided that the original execution pages are provided to the other party at least 14 days prior to completion.

39. GUARANTEE OF COMPANY PURCHASER

39.1 Where the purchaser is a company, it must on entering into this contract procure from not less than 1 director and/or non-corporate shareholder of the company a guarantee of the performance of the purchaser under this contract. The guarantee must be given by the guarantors in the form of the guarantee annexed to this contract.

40. PAYMENT OF DEPOSIT LESS THAN TEN PER CENT

40.1 Despite any other provision of this Contract, if:

40.1.1 the deposit agreed to be paid, or actually paid, by the Purchaser is less than 10% of the purchase price; and

40.1.2 the Vendor becomes entitled to terminate this Contract;
the Purchaser must immediately, without requirement for a demand, pay to the Vendor the difference between 10% of the purchase price and the amount actually paid to the intent that a full 10% of the purchase price is forfeitable by way of deposit upon termination.

40.2 In the event of the Purchaser failing to comply with the provisions of this clause:

40.2.1 the amount of the unpaid deposit is recoverable Immediately (whether or not this Contract is terminated) from the Purchaser as a liquidated debt; and

40.2.2 the commencement, maintenance or obtaining of judgment in such proceedings will not prejudice the Vendor's entitlement to commence further proceedings for damages for breach of this Contract.

40.3 Any interest earned on the investment of the deposit will be paid to the Vendor on Completion.

40.4 The benefit of this clause will not merge on termination of this Contract.

GUARANTEE AND INDEMNITY

This guarantee and indemnity:

is given to Jamie Christopher Holmes

("Vendor")

by

("Guarantors")

and relates to a Contract between the Vendor and

("Purchaser")

dated

("Contract")

1. In consideration of the Vendor entering into the Contract at the request of the Guarantor, the Guarantor unconditionally and irrevocably guarantees to the Vendor the performance by the Purchaser of all the Purchaser's obligations under the Contract including but not limited to, the obligations to pay money. If the Purchaser does not perform, pay and satisfy the Purchaser's obligations under the Contract on time and in accordance with the terms of the Contract, then the Guarantor agrees to perform, pay and satisfy the same on demand from the Vendor (whether or not demand has been made on the Purchaser).
2. As a separate undertaking, the Guarantor indemnifies the Vendor against all liability, loss, costs, charges or expenses (including damages awarded to the Vendor against the Purchaser) incurred if any of the Purchaser's obligations under the contract are not able to be met by or are not recoverable from, or cannot be enforced against, the Guarantor under clause 1 or the Purchaser, or are not performed, paid and satisfied for any other reason.
3. The Guarantor acknowledges receipt of valuable consideration from the Vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.
4. The Guarantor waives any right the Guarantor may have of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming against or from the Guarantor under this guarantee and indemnity.
5. The Guarantor's obligations are not discharged and the Vendor's rights against the Guarantor are not affected by any of the following:
 - (a) the Vendor giving the Purchaser time to pay or to comply with another obligation;
 - (b) mistakes by the Vendor;
 - (c) the Vendor agreeing to change the terms of the Contract;
 - (d) the Vendor delaying the exercise of its rights against the Purchaser;
 - (e) when obligations owed by other people with respect to the Contract, including other security providers, are invalid or cannot be enforced by the Vendor;
 - (f) the Vendor accepting an earlier breach of the Contract by the Purchaser;
 - (g) the Vendor failing to exercise its rights on a previous occasion;
 - (h) the death or bankruptcy or winding up of the Purchaser of the Guarantor;

- (i) the disclaimer of the Contract following the Purchaser's insolvency;
 - (j) the Purchaser's liability under the Contract being or becoming invalid, illegal or unenforceable, including through any act, omission or legislation.
- 6. The Guarantor agrees to pay to the Vendor, on demand, for all costs and expenses incurred by the Vendor enforcing this guarantee and indemnity. These costs and expenses are payable by the Guarantor on a solicitor and own client basis.
- 7. The Guarantor must pay any stamp duty and taxes that apply to this guarantee and indemnity.
- 8. If the Vendor is liable to pay GST because the Vendor is entitled to a payment from the guarantor, then the Guarantor must, with the payment, pay the Vendor an additional amount equal to the amount of the payment multiplied by the rate of GST.
- 9. The Guarantor must pay interest on any amount due under this guarantee and indemnity from the day after the amount is due to the day it is paid. The interest rate to be applied is the Default Rate under the Contract.
- 10. When there is more than one Guarantor under the guarantee and indemnity:
 - (a) the term Guarantor refers to each of the Guarantors and to all of them;
 - (b) their obligations as Guarantor are joint and several;
 - (c) the Vendor may enforce this guarantee and indemnity against all or any of them;
 - (d) any notice or demand may be served on all of them by serving any one of them;
 - (e) the Guarantee remains binding on the other Guarantors, even if:
 - (i) any Guarantor fails to execute the Contract or to enter into this guarantee and indemnity;
 - (ii) this guarantee and indemnity is not binding on any Guarantor;
 - (iii) the Vendor shall release any Guarantor from liability under this guarantee and indemnity.
- 11. As long as any money payable or other obligation due under this guarantee and indemnity remains unperformed, unpaid or unsatisfied, the Guarantor may not, without the consent of the Vendor:
 - (a) in reduction of its liability under this guarantee and indemnity raise a defence, set-off or counter claim available to themselves or the Purchaser against the Vendor or claim a set-off or make a counter claim against the Vendor;
 - (b) make a claim or enforce a right (including without limit, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
 - (c) prove in competition with the Vendor is a liquidator, provisional liquidator, trustee in bankruptcy or an administrator is appointed or there is a controller in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

Dated the _____ day of _____ 201

EXECUTED AS A DEED

SIGNED, SEALED and DELIVERED)
by)
in the presence of:)

Guarantor

Signature of witness

Name of witness

SIGNED, SEALED and DELIVERED)
by)
in the presence of:)

Guarantor

Signature of witness

Name of witness

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Gth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP67161

SEARCH DATE	TIME	EDITION NO	DATE
29/9/2020	1:00 PM	5	14/6/2018

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

LAND

LOT 2 IN STRATA PLAN 67161
AT WATERLOO
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

JAMIE CHRISTOPHER HOLMES

(T AC891043)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP67161
- 2 AC891044 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

684351 HOLMES

PRINTED ON 29/9/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.



FOLIO: CP/SP67161

SEARCH DATE	TIME	EDITION NO	DATE
29/9/2020	1:00 PM	16	26/7/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 67161
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WATERLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP67161

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 67161

ADDRESS FOR SERVICE OF DOCUMENTS:

782-822 BOURKE STREET

WATERLOO 2017

SECOND SCHEDULE (21 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 88 & 89
THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 4 DP1000368 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1000368 POSITIVE COVENANT
- 6 DP1004914 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 6 IN THE S.88B INSTRUMENT
- 7 DP1004914 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 7 IN THE S.88B INSTRUMENT
- 8 DP1004914 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1017691 RIGHT OF CARRIAGEWAY 11 METRE(S) WIDE (LIMITED IN HEIGHT & DEPTH) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1035823 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES 0.3 WIDE LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (II) LIMITED IN STRATUM REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP67161

PAGE 2

SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

- DESCRIBED
- 13 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES 4 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1035823 EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1035823 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1035823 EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (MM) LIMITED IN STRATUM REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 SP67161 POSITIVE COVENANT
- 18 SP67161 RIGHT OF USE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 SP67396 RIGHT OF FOOTWAY 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN SP67396
- 20 AM753824 INITIAL PERIOD EXPIRED
- 21 AN531788 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000)

STRATA PLAN 67161

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 52		2 - 45		3 - 56		4 - 64	
5 - 64		6 - 64		7 - 64		8 - 64	
9 - 52		10 - 48		11 - 52		12 - 53	
13 - 58		14 - 51		15 - 52		16 - 56	
17 - 61		18 - 51		19 - 54		20 - 56	
21 - 61		22 - 63		23 - 56		24 - 56	
25 - 62		26 - 66		27 - 67		28 - 67	
29 - 66		30 - 66		31 - 61		32 - 74	
33 - 61		34 - 62		35 - 62		36 - 64	
37 - 64		38 - 60		39 - 60		40 - 58	
41 - 64		42 - 70		43 - 71		44 - 71	
45 - 71		46 - 69		47 - 63		48 - 64	
49 - 65		50 - 53		51 - 38		52 - 45	
53 - 45		54 - 52		55 - 39		56 - 50	
57 - 50		58 - 52		59 - 39		60 - 50	
61 - 50		62 - 53		63 - 36		64 - 54	
65 - 54		66 - 54		67 - 39		68 - 60	
69 - 60		70 - 56		71 - 40		72 - 60	
73 - 60		74 - 56		75 - 45		76 - 59	
77 - 59		78 - 71		79 - 75		80 - 91	
81 - 91		82 - 71		83 - 52		84 - 50	
85 - 56		86 - 43		87 - 53		88 - SP67396	
89 - SP67616							

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP67161

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT

(AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 67161

LOT ENT LOT ENT

STRATA PLAN 67396

LOT ENT LOT ENT

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
90	- 49	91	- 40	92	- 51	93	- 51
94	- 51	95	- 48	96	- 56	97	- 64
98	- 65	99	- 49	100	- 40	101	- 51
102	- 53	103	- 52	104	- 50	105	- 54
106	- 65	107	- 65	108	- 49	109	- 40
110	- 51	111	- 53	112	- 52	113	- 51
114	- 55	115	- 65	116	- 65	117	- 50
118	- 42	119	- 53	120	- 55	121	- 55
122	- 53	123	- 58	124	- 66	125	- 66
126	- 50	127	- 42	128	- 55	129	- 56
130	- 57	131	- 56	132	- 59	133	- 66
134	- 66	135	- 50	136	- 40	137	- 55
138	- 57	139	- 57	140	- 56	141	- 59
142	- 70	143	- 70	144	- 51	145	- 43
146	- 71	147	- 67	148	- 76	149	- 78
150	- 86	151	- 39	152	- 49	153	- 51
154	- 49	155	- 49	156	- 56	157	- 72
158	- 72	159	- 14	160	- 128	161	- 87
162	- 83	163	- 96				

STRATA PLAN 67616

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
164	- 46	165	- 39	166	- 51	167	- 50
168	- 49	169	- 38	170	- 57	171	- 60
172	- 46	173	- 35	174	- 50	175	- 41
176	- 39	177	- 52	178	- 49	179	- 50
180	- 38	181	- 52	182	- 58	183	- 62
184	- 48	185	- 36	186	- 51	187	- 41
188	- 40	189	- 54	190	- 53	191	- 51
192	- 39	193	- 53	194	- 59	195	- 61
196	- 53	197	- 38	198	- 49	199	- 42
200	- 41	201	- 54	202	- 52	203	- 57
204	- 45	205	- 54	206	- 62	207	- 65
208	- 49	209	- 36	210	- 51	211	- 43
212	- 46	213	- 57	214	- 55	215	- 58
216	- 42	217	- 55	218	- 62	219	- 64
220	- 53	221	- 39	222	- 52	223	- 49
224	- 42	225	- 61	226	- 54	227	- 55
228	- 47	229	- 55	230	- 62	231	- 64
232	- 50	233	- 37	234	- 54	235	- 50
236	- 42	237	- 59	238	- 55	239	- 58
240	- 43	241	- 57	242	- 77	243	- 80

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP67161

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 67616

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
244	- 70	245	- 39	246	- 54	247	- 50
248	- 43	249	- 78	250	- 77	251	- 78
252	- 48	253	- 73	254	- 81	255	- 87
256	- 61	257	- 63	258	- 51	259	- 41
260	- 49	261	- SP68677				

STRATA PLAN 68677

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
262	- 52	263	- 85	264	- 86	265	- 42
266	- 53	267	- 51	268	- 48	269	- 55
270	- 41	271	- 68	272	- 57	273	- 61
274	- 75	275	- 60	276	- 64	277	- 66
278	- 60	279	- 68	280	- 61	281	- 66
282	- 73	283	- 42	284	- 61	285	- 54
286	- 42	287	- 54	288	- 79	289	- 55
290	- 41	291	- 48	292	- 56	293	- 41
294	- 68	295	- 58	296	- 58	297	- 72
298	- 60	299	- 62	300	- 64	301	- 59
302	- 61	303	- 71	304	- 62	305	- 63
306	- 69	307	- 49	308	- 60	309	- 57
310	- 61	311	- 58	312	- 41	313	- 49
314	- 59	315	- 51	316	- 69	317	- 60
318	- 60	319	- 74	320	- 63	321	- 64
322	- 67	323	- 63	324	- 63	325	- 73
326	- 64	327	- 65	328	- 71	329	- 51
330	- 71	331	- 52	332	- 71	333	- 81
334	- 63	335	- 77	336	- 101	337	- 66
338	- 68	339	- 76	340	- 91	341	- 83
342	- 111	343	- 60	344	- 54	345	- 61
346	- 52	347	- 42	348	- 52	349	- 60
350	- 53	351	- 41	352	- 1		

NOTATIONS

UNREGISTERED DEALINGS: NIL

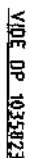
*** END OF SEARCH ***

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SP67161



- (HH) EASEMENT FOR ENCROACHING STRUCTURES 0-3 WIDE (HH) LIMITED IN DEPTH
- (II) EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (II) LIMITED IN DEPTH
- (JJ) EASEMENT FOR ENCROACHING STRUCTURES 4 WIDE (J) LIMITED IN DEPTH
- (KK) EASEMENT FOR ACCESS VARIABLE WIDTH (KK) LIMITED IN DEPTH
- (LL) EASEMENT FOR SERVICES VARIABLE WIDTH (LL)
- (MM) EASEMENT FOR ENCROACHING STRUCTURES VARIABLE WIDTH (MM) LIMITED IN DEPTH

NOTE:-
SEE DP 1035823 FOR
INTERNAL STRATUM
BOUNDARIES AND
RELATIONSHIP OF
BUILDING TO BOUNDARY

DIAGRAM
(BOUNDARIES AND EASEMENTS)
NOT TO SCALE

Reduction Ratio 1:700

Alapne Drive-Through

Surveyor Registered under Surveyors Act 1929

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

Lengths are in metres



SP67161

AGG 20,000

Longthin are to retire

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

SURVEYOR'S REFERENCE: 122313/1

Office of the Registrar-General /Src:INFOTRACK /Ref:684351 HOLINFOTRACKS

SP67161

WAY

Longins are in metres	Approximate
100	100
200	200
300	300
400	400
500	500
600	600
700	700
800	800
900	900
1000	1000

<p>Reduction Ratio 1: 200</p> <p><i>Clarpe's Bio-Test</i></p> <p>Surveyor Registered under Surveyors Act 1929</p> <p>SURVEYOR'S REFERENCE: 192913/1</p>	<p>Lengths are in metres</p> <p><i>Shanda's Review</i></p> <p>General Manager/Authorised Person/Registered-Certific</p>
---	--

CARPARKING LEVEL 1

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN

SP67161

PT 88 IS A DEVELOPMENT LOT
PT 89 IS A DEVELOPMENT LOT

SHEET 4 ADJOINS

MDA



ϕ DENOTES PROLONGATION OF CENTRE OF COLUMN
 ϕ DENOTES PROLONGATION OF FACE OF COLUMN

ϕ DENOTES PROLONGATION OF CENTRE OF COLUMN
 ϕ DENOTES PROLONGATION OF FACE OF COLUMN

SHEET 6 ADJOINS

Reduction Ratio 1:200

Lengths are in metres

L DENOTES 90°
 V DENOTES VISITOR PARKING-CP
 CP DENOTES COMMON PROPERTY
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
 AND ARE APPROXIMATE ONLY.

Surveyor Registered under Surveyors Act 1928	General Manager/Authorised Person/Registered Certifier
--	--

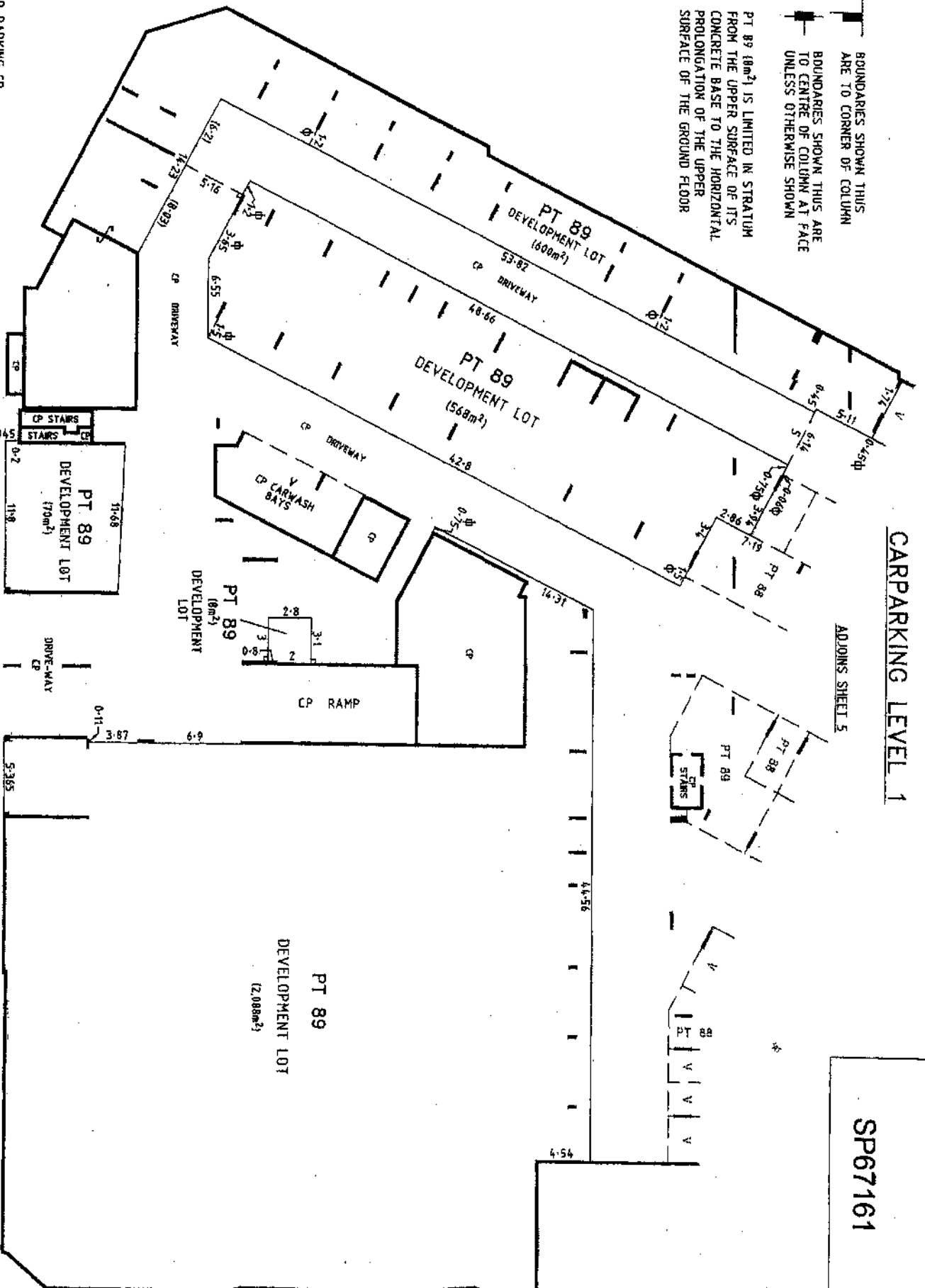
CARPARKING LEVEL 1

SP67161

ADJOINS SHEET 5

BOUNDARIES SHOWN THIS ARE TO CORNER OF COLUMN
 BOUNDARIES SHOWN THIS ARE TO CENTRE OF COLUMN AT FACE
 UNLESS OTHERWISE SHOWN

PT 89 (60m²) IS LIMITED IN STRATUM FROM THE UPPER SURFACE OF ITS CONCRETE BASE TO THE HORIZONTAL PROLONGATION OF THE UPPER SURFACE OF THE GROUND FLOOR



⊥ DENOTES 90°
 V DENOTES VISITOR PARKING-CP
 CP DENOTES COMMON PROPERTY
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY

⊕ DENOTES PROLONGATION OF CENTRE OF COLUMN
 ⊕ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

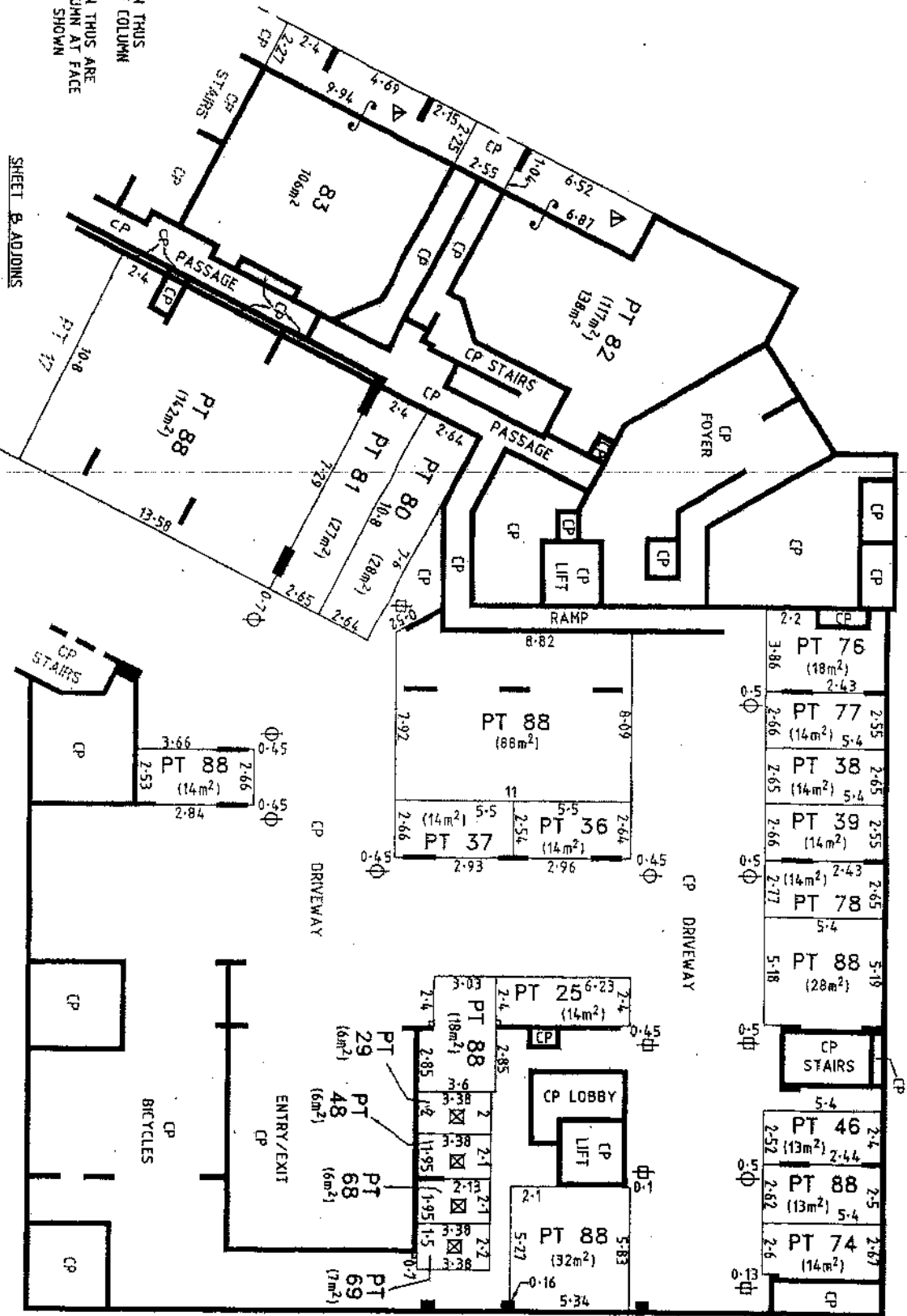
Reduction Ratio 1:300

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
 General Manager/Authorised Person/Registered Certifier
 SURVEYORS REFERENCE: 1924374

GROUND LEVEL

SP67161



BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN
UNLESS OTHERWISE SHOWN

BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN AT FACE
UNLESS OTHERWISE SHOWN

✕ DENOTES STORE

△ DENOTES 90°

△ DENOTES TERRACE (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

SHEET B. ADDITIONS

PT 88 IS A DEVELOPMENT LOT

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN

Φ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

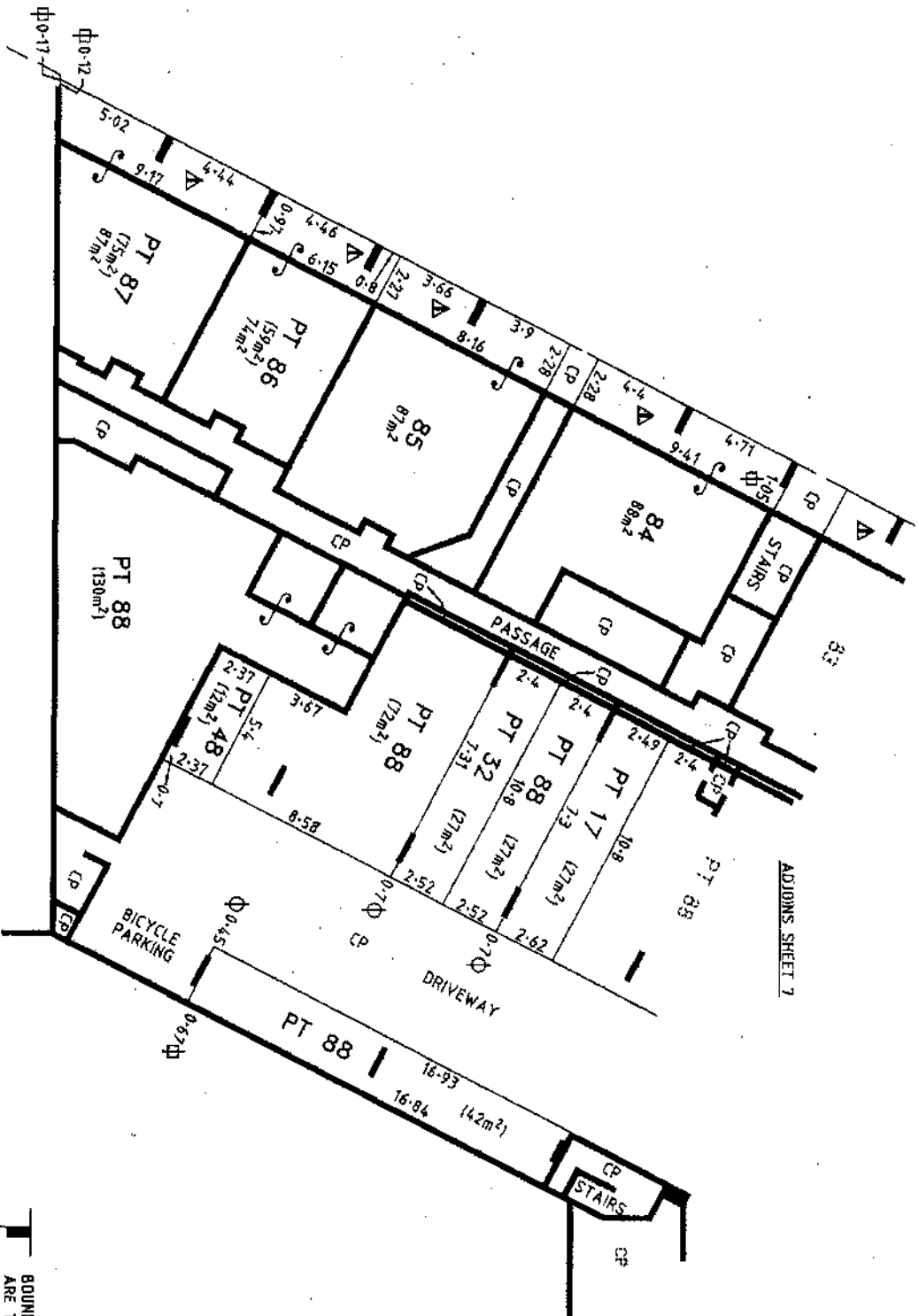
Surveyor's Reference: 122313/1

General Manager/Authorised Person/Associated Officer



GROUND LEVEL

SP67161



△ DENOTES TERRACE (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

PT 88 IS A DEVELOPMENT LOT

Φ DENOTES PROLONGATION OF CENTRE OF COLUMN

Φ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

ADJOINING SHEET 2

ADJOINING SHEET 7

Reduction Ratio 1:200

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Deepest Condition

SURVEYOR'S REFERENCE: 177313/1

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

Lengths are in metres



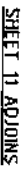
SP67161

BOUNDARIES SHOWN THIS
ARE TO CORNER OF COLUMN OR WALL



~~General Manager/Authorized Person/Accredited Consultant~~

SP67161



- THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

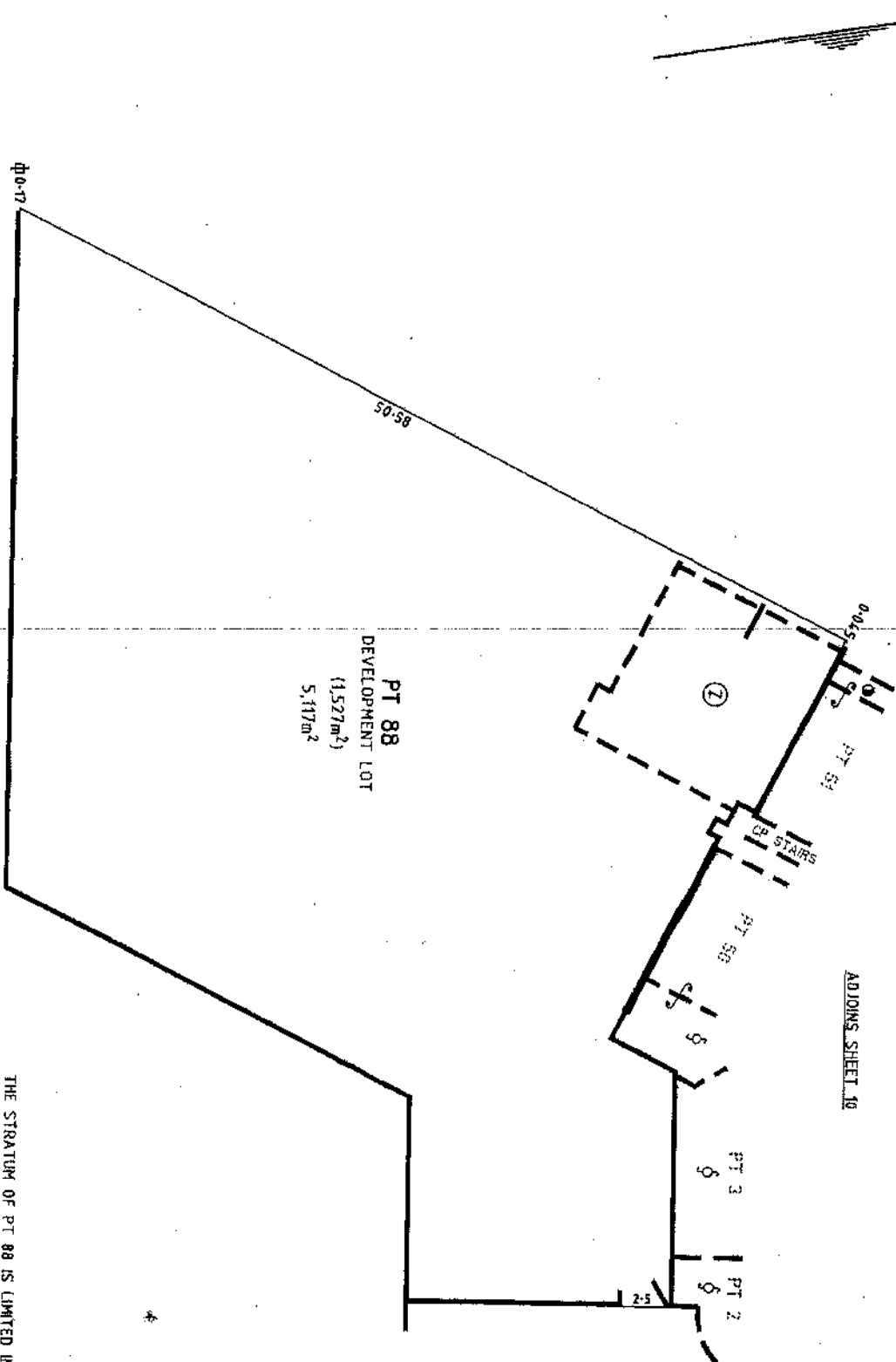
Lengths are in metres

Indica

~~General Manager/Authorised Person/Approved Certifier~~

1:R726854 /Doc:SF 0067161 P /Rev:07-Jan-2002 /NSW LRS /Pgs:ALL /Prt:29-Sep-2020 13:03 /Seq:10 of 20
Office of the Registrar-General /Src:INFOTRACK /Ref:664351 HOLINFOTRACKES

LEVEL 1



THE STRAIN OF PT 80 IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE LEVEL 1 CONCRETE FLOOR OR ITS HORIZONTAL PROLONGATION AND IN HEIGHT TO 100 ABOVE THAT UPPER SURFACE EXCEPT IN THE AREA DENOTED (2) WHICH IS LIMITED TO THE UNDER SURFACE OF THE LEVEL 8 CONCRETE FLOOR

2023

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

⊕ DENOTES PROLONGATION OF FACE OF WALL

Reduction Ratio 1:250

Lengths are in metres



Theresa
Dine-Tuck

When done - the

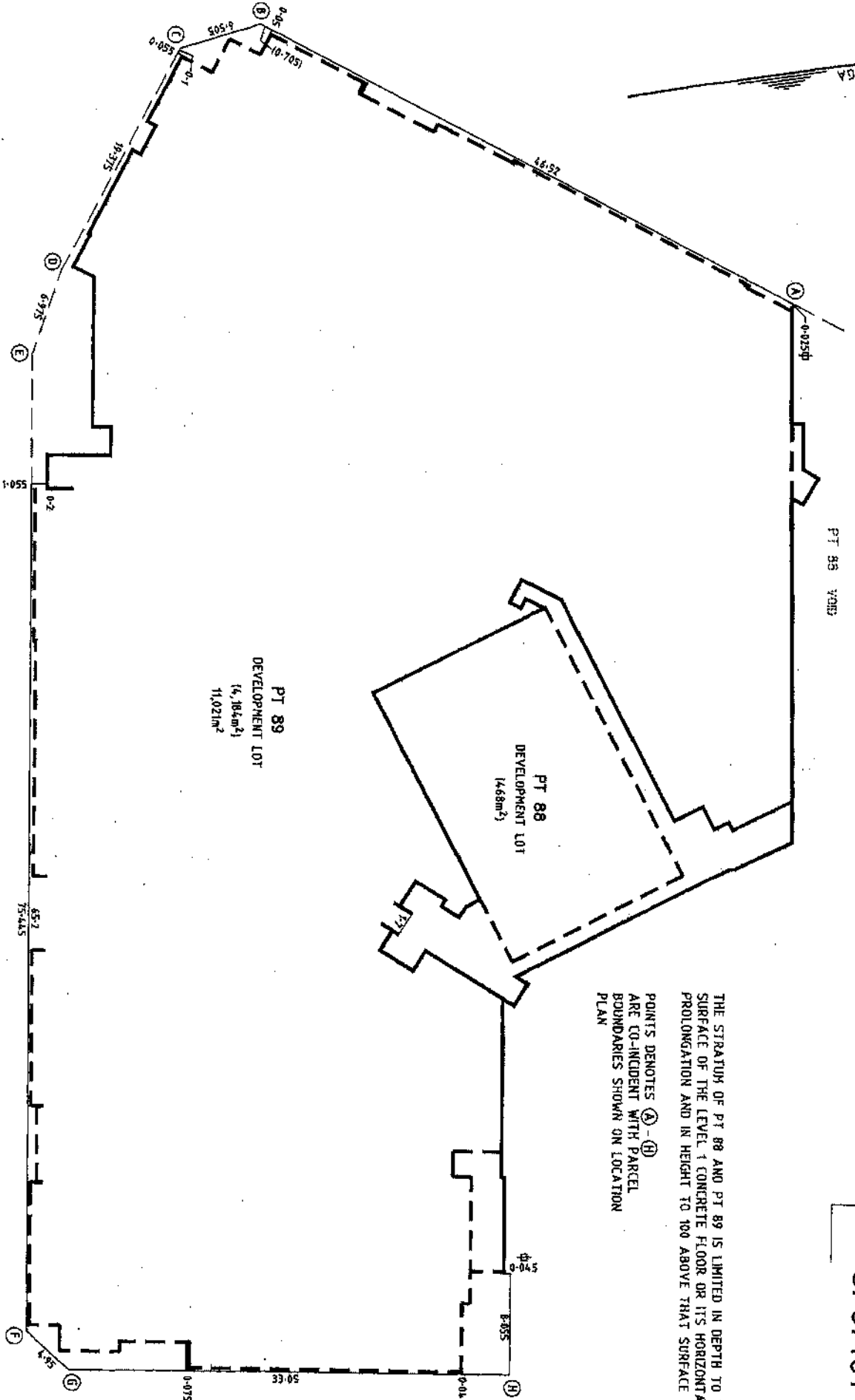
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Office of the Registrar-General /Src:INFOTRACK /Ref:684351 HOLINFOTRACKES

LEVEL 1

SP67161

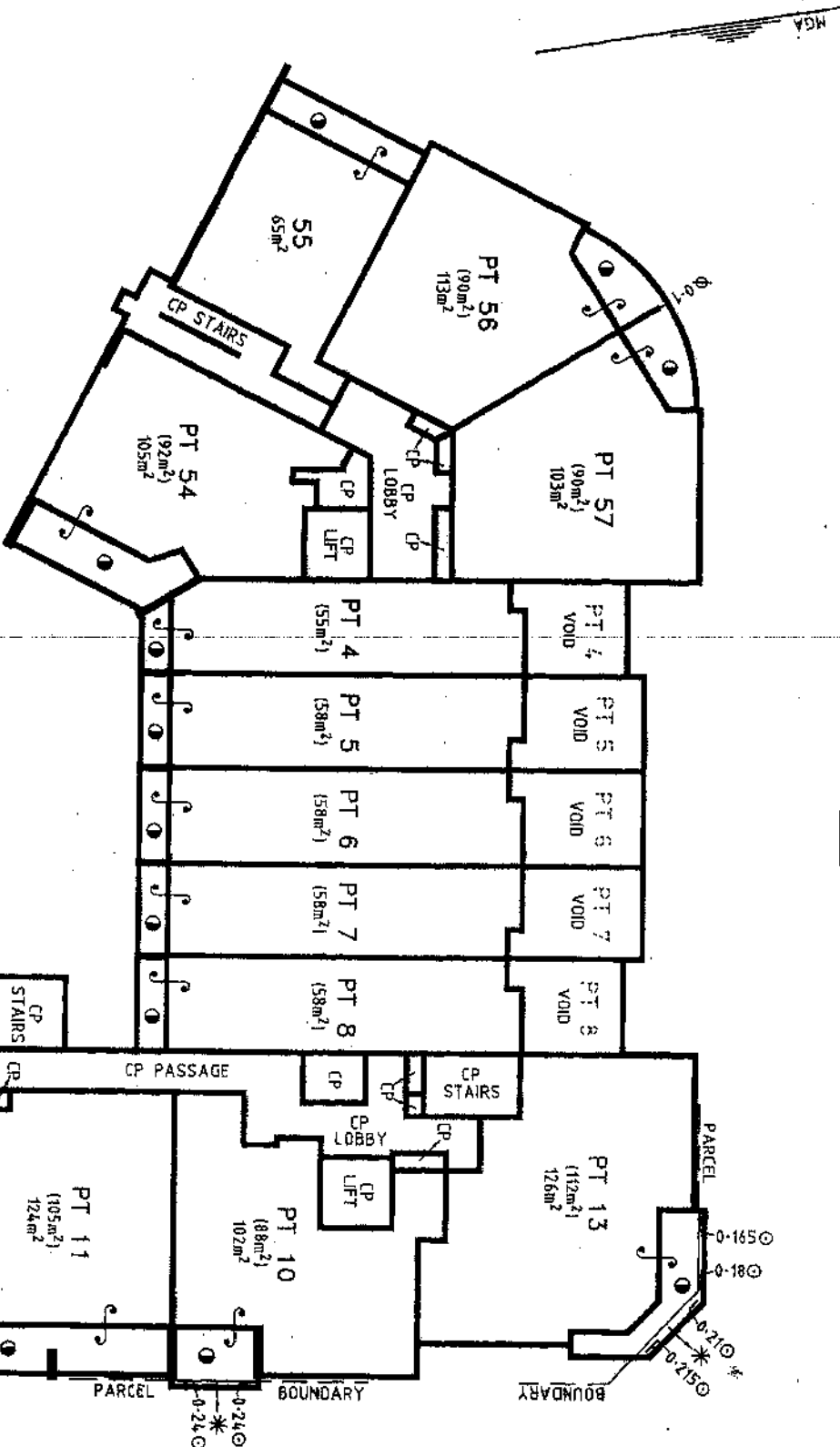
THE STRATUM OF PT 88 AND PT 89 IS LIMITED IN DEPTH TO THE UNDER SURFACE OF THE LEVEL 1 CONCRETE FLOOR OR ITS HORIZONTAL PROLONGATION AND IN HEIGHT TO 100 ABOVE THAT SURFACE

POINTS DENOTES (A)-(H) ARE CO-INCIDENT WITH PARCEL BOUNDARIES SHOWN ON LOCATION PLAN



LEVEL 2

SP67161



* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- ⊙ DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOSE
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY
- ⊕ DENOTES PROLONGATION OF CENTRE OF WALL

Reduction Ratio 1:200

Lengths are in metres



Surveyor General

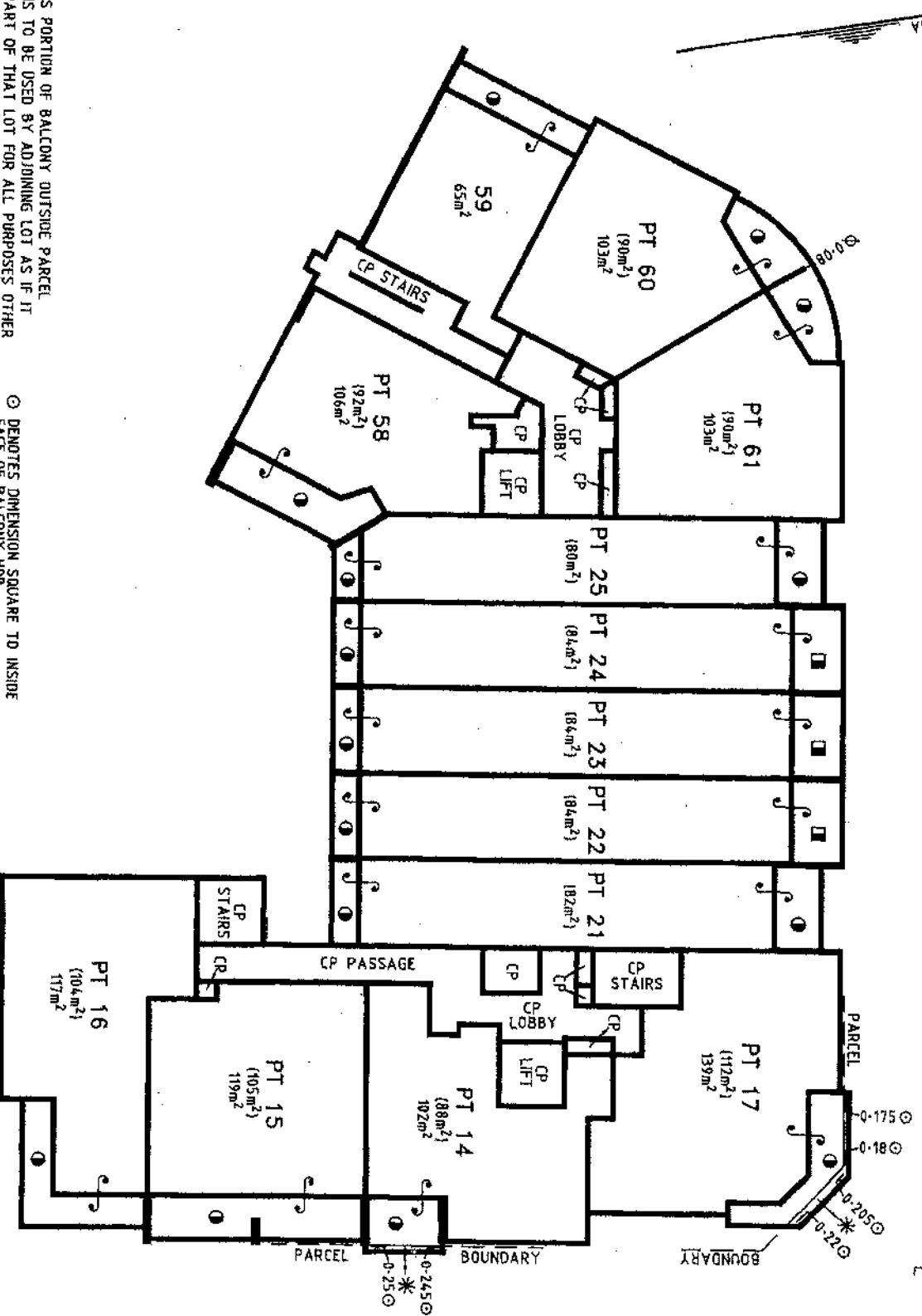
Surveyor General

Surveyor Registered under Surveyors Act 1928 General Manager/Authorized Person/Approved Certifier

SURVEYING REFERENCE: 12311/1

LEVEL 3

SP67161



* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOOD
- DENOTES ENCLOSED BALCONY
- DENOTES BALCONY (COVERED)
- DENOTES COMMON PROPERTY
- ◇ DENOTES PROLONGATION OF CENTRE OF WALL

Reduction Ratio 1:200

Lengths are in metres

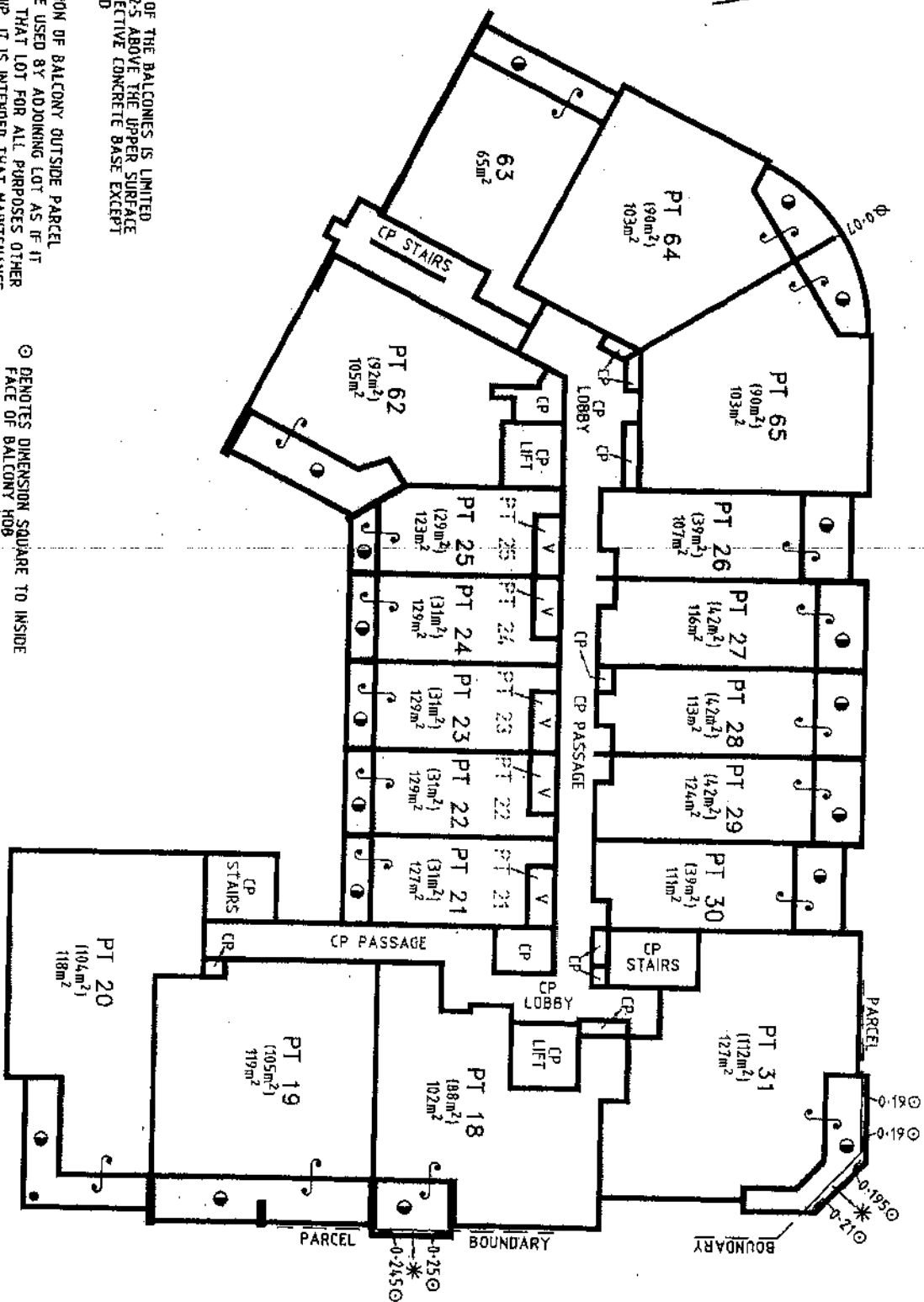


Alayne Price-Track
Surveyor Registered under Surveyors Act 1929

Simon Nelson
General Manager/Authorised Person/Registered Certifier

LEVEL 4

SP67161



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOBB
- V DENOTES VOID (STAIRS)
- ◇ DENOTES PROLONGATION OF CENTRE OF WALL
- DENOTES BALCONY
- CP DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



Shayne Peter Tuck

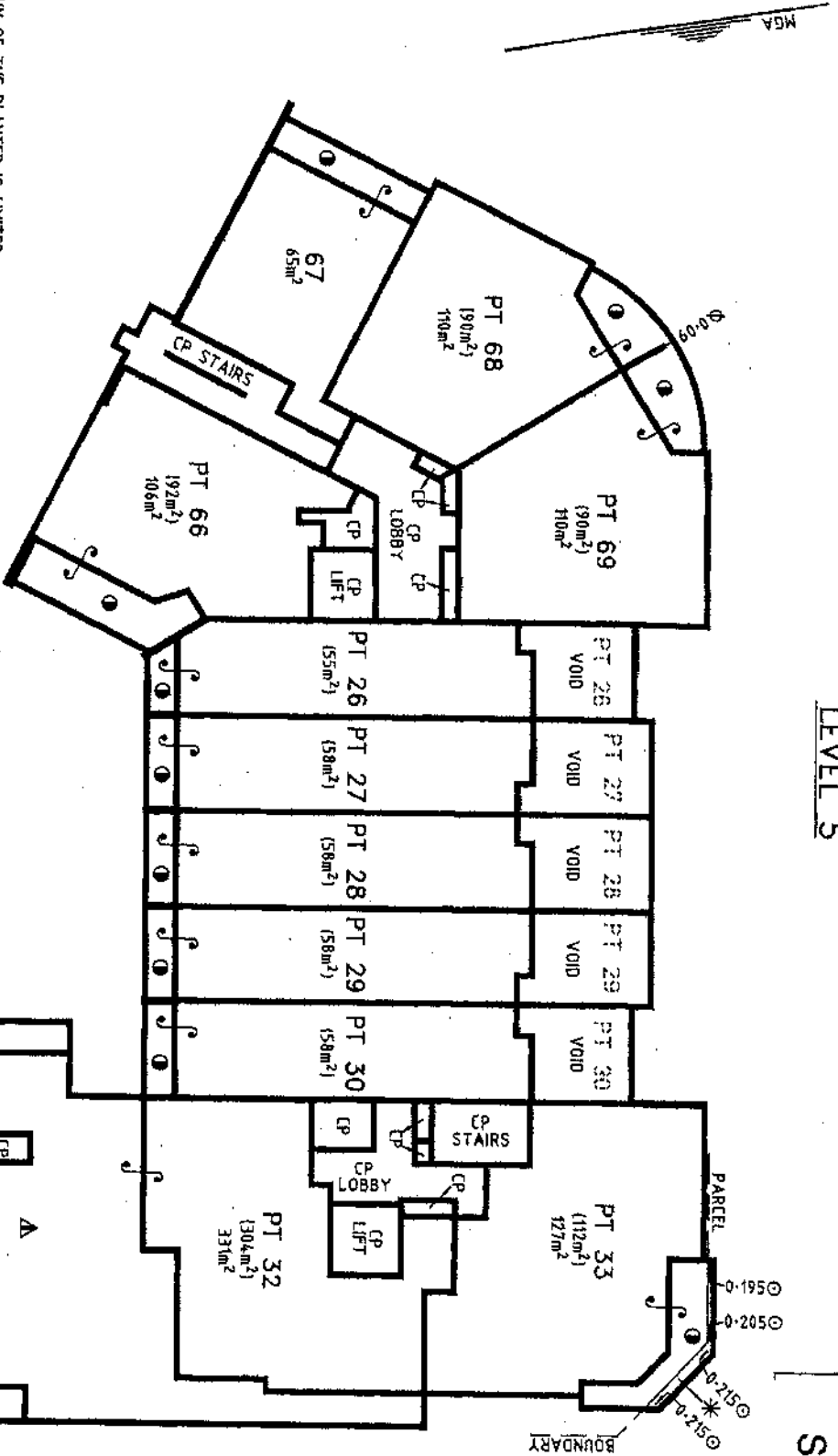
Shirleya Johnson

Surveyor Registered under Surveyors Act 1928

General Manager/Authorised Person/Deepest Certified

LEVEL 5

SP67161



THE STRATUM OF THE PLANTER IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOB
- DENOTES PROLONGATION OF CENTRE OF WALL
- ⊗ DENOTES PLANTER
- ▲ DENOTES TERRACE
- DENOTES BALCONY (COVERED)
- DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

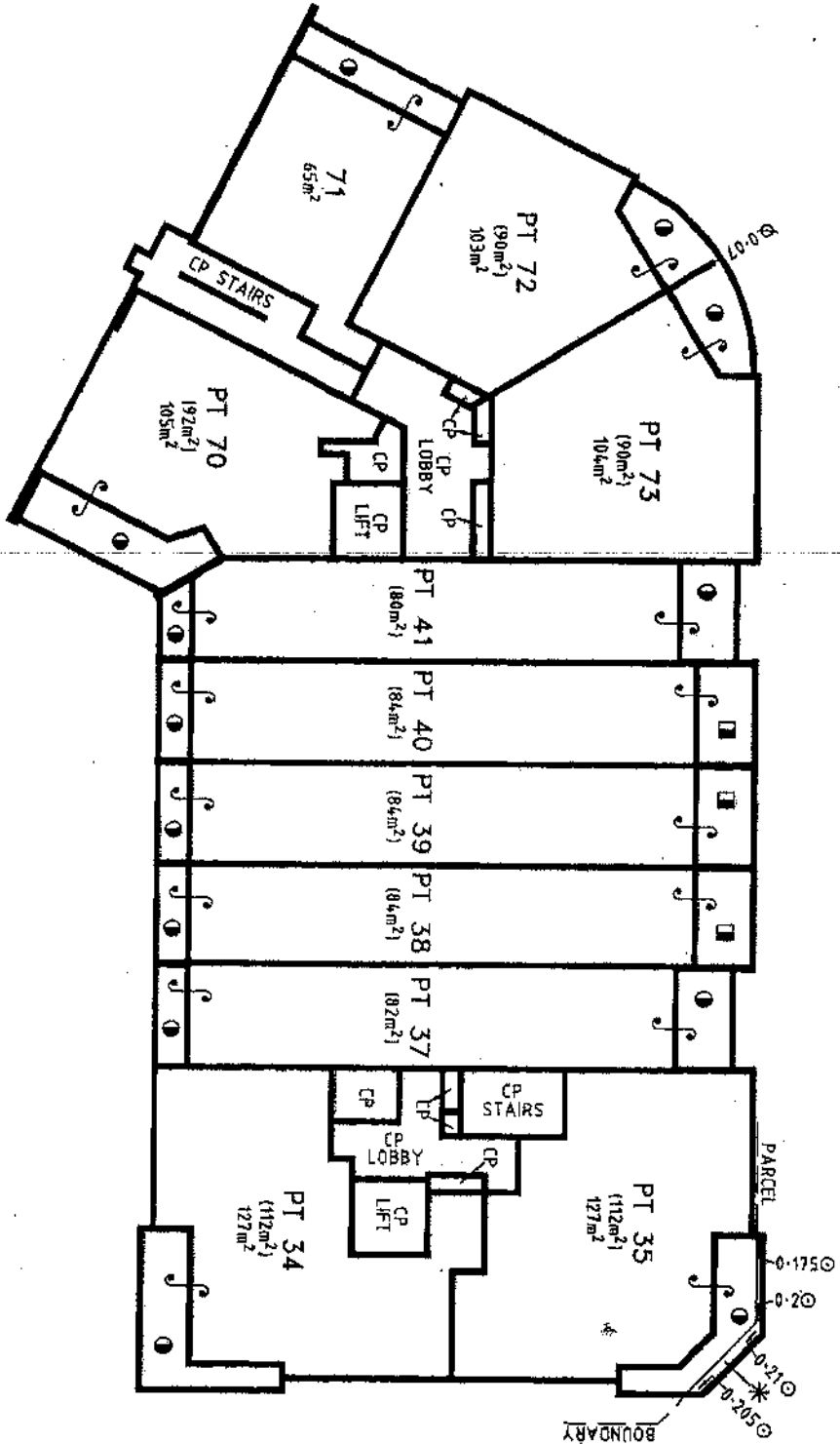


Surveyor Registered under Surveyors Act 1928

General Manager/Authorised Person/Registered Certifier

LEVEL 6

SP67161



* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOBB
- ⊕ DENOTES PROLONGATION OF CENTRE OF WALL
- ▣ DENOTES ENCLOSED BALCONY
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

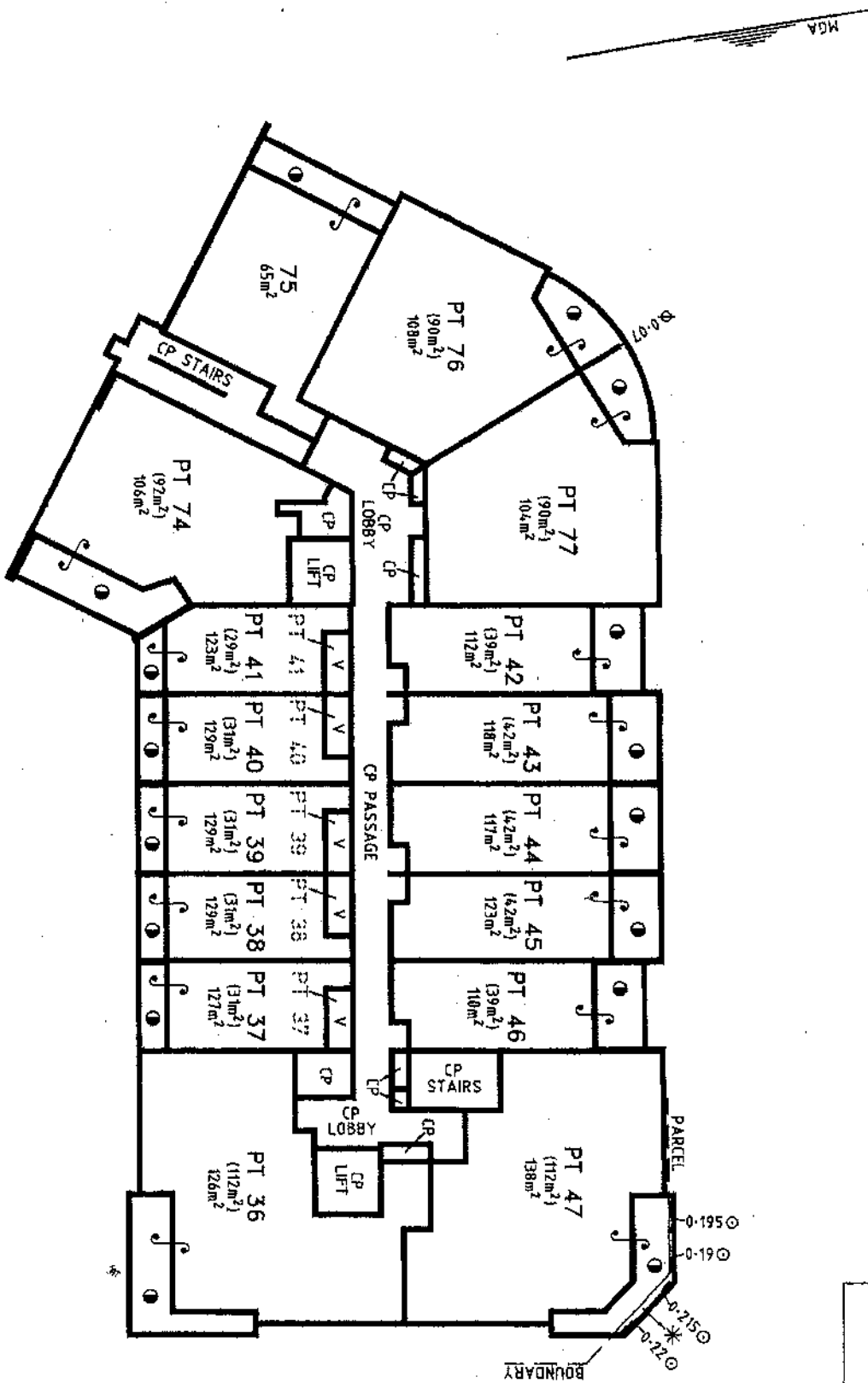


Surveyor Registered under Surveyors Act 1929
SURVEYOR'S REFERENCE: 122313/1

General Manager/Authorised Person/Notified-Certifier

LEVEL 7

SP67161



* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOB
- ◇ DENOTES PROLONGATION OF CENTRE OF WALL
- DENOTES VOID (STAIRS)
- DENOTES BALCONY (COVERED)
- CP DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



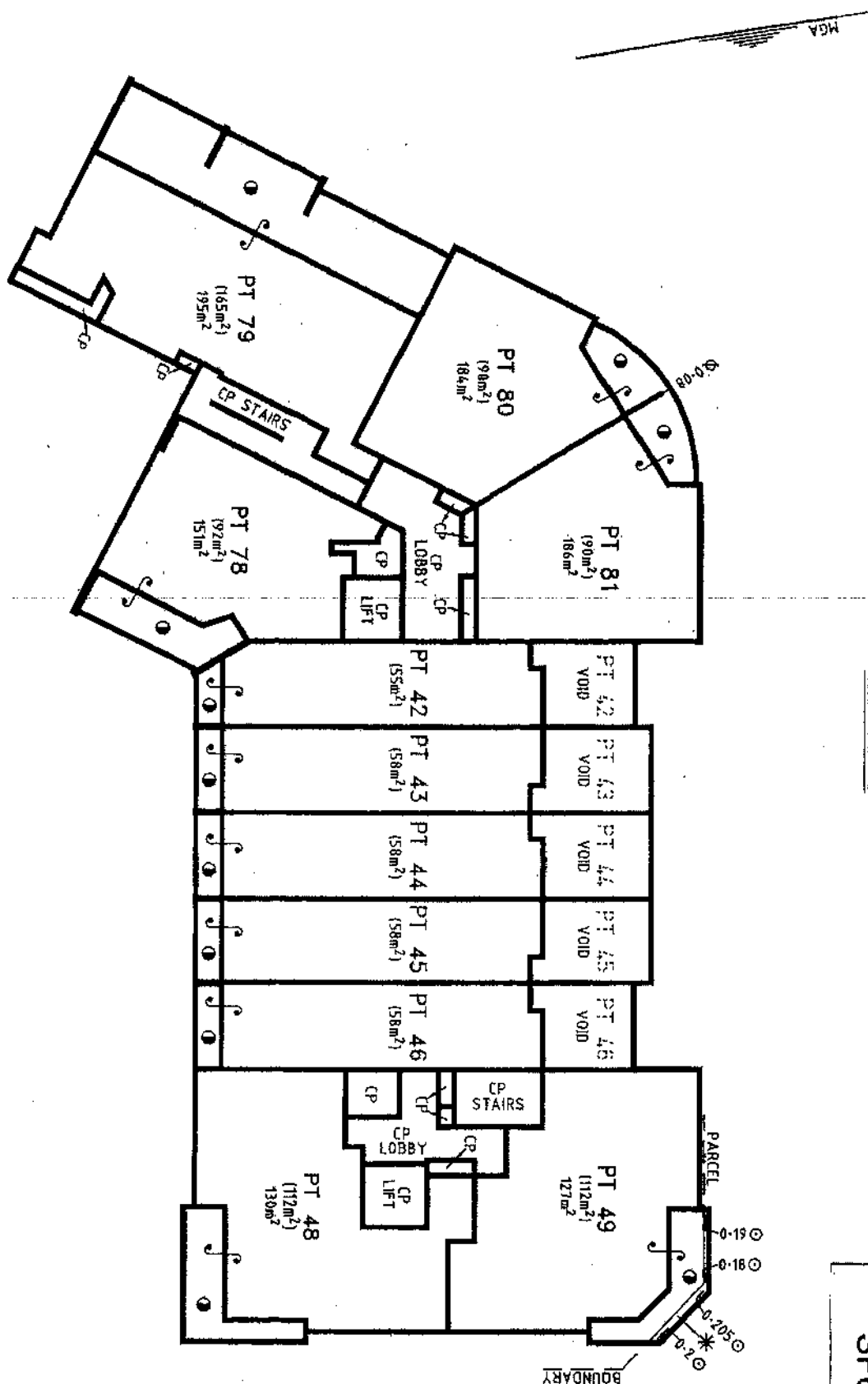
Diagne Davis-Frute
Surveyor Registered under Surveyors Act 1929

James A. ...
General Manager/Authorised Person/Accredited-Certifier

SURVEYORS REFERENCE: 122313/1

LEVEL 8

SP67161



*

DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (GREENHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

⊙ DENOTES DIMENSION SQUARE TO INSIDE FACE OF BALCONY HOBB

⊕ DENOTES PROLONGATION OF CENTRE OF WALL

● DENOTES BALCONY

CP DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



Alaya Dine-Tack

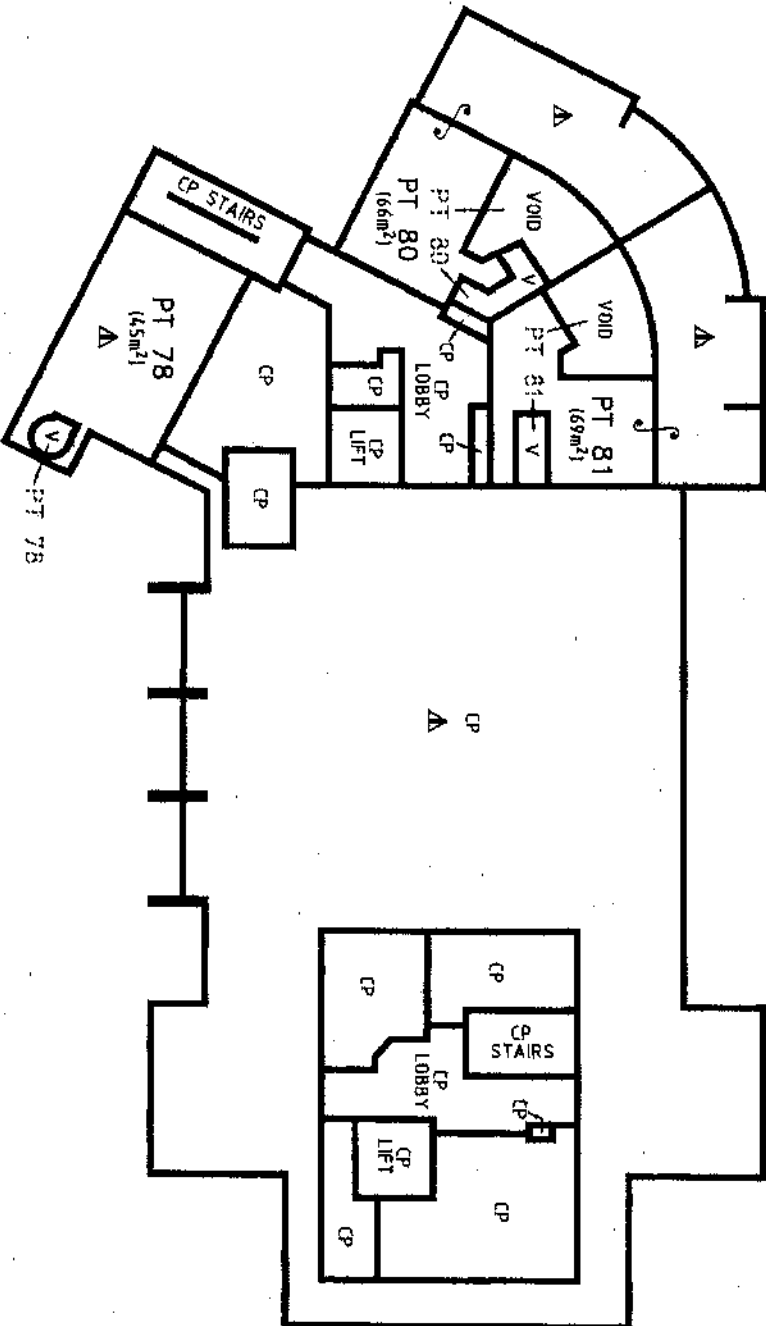
Surveyor Registered under Surveyors Act 1920

General Manager/Authorised Person/Registered-Confirmer

SURVYOR'S REFERENCE 122313/1

LEVEL 9

SP67161



THE STRATUM OF THE TERRACES IS LIMITED
IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED

V DENOTES VOID (STAIRS)

Δ DENOTES TERRACE

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1928

General Manager/Authorised Person/Deelected Officer

SURVEYORS REFERENCE: 17313/1

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

Sheet 1 of 2 Sheets

SP67161

Plan of Subdivision of
Lot 41 in DP

Full Name and Address of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Covenant firstly referred to in
the abovementioned plan:

Positive Covenant

Schedule of Lots Affected

Lot Burdened
The Common Property

Authority Benefited
South Sydney City Council

2. Identity of Restriction secondly referred
to in the abovementioned plan:

Right of Use

Schedule of Lots Affected

Lot Burdened
The Common Property

Authority Benefited
South Sydney City Council

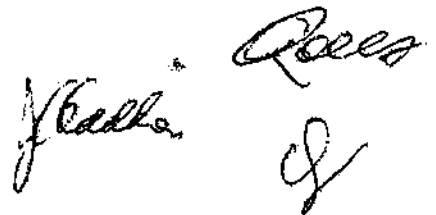
PART 2

1. TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:

The Registered Proprietor of the lot burdened is responsible for the preservation, maintenance and upkeep of the detention tank, irrigation tank and absorption tank identified on Sheet 5.

2. TERMS OF RIGHT OF USE SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:

The Authority benefitted has the right to use the water stored in the irrigation tank for irrigation purposes.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

Lengths are in Metres

Sheet 2 of 2 Sheets

Plan of Subdivision of
Lot 41 in DP

SP67161

**NAME OF AUTHORITY EMPOWERED TO RELEASE OR VARY OR MODIFY ANY OR ALL
OF THE RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANT REFERRED TO:**

South Sydney City Council.

Signed, Sealed, Delivered and
Executed by
ANTHONY MICHAEL ROLLS as
attorney for the Council of the
City of South Sydney under
power of attorney registered
Book 4272 No. 517.

By executing this instrument the
attorney states that the attorney
has received no notice of
revocation of the power of
attorney.

In the presence of:

Witness

J.S. MADDOX



SECRETARY

DIRECTOR

REGISTERED



4-1-2002

88B/122313

SP67161

STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...**WARNING**

This contract contains details of a strata scheme which is proposed to be developed in three (or four) stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Council of the Owners Corporation, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

DESCRIPTION OF DEVELOPMENT**1. DESCRIPTION OF LAND**

Lot 41 in Deposited Plan No.

2. DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME

N/A.

3. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lots 88 and 89 (and possible future development lot).

4. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**(i) Warranted Development**

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "warranted development - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "authorised proposals - proposed development not subject to a warranty" in the contract.

SP67161

(iii) Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development.

In all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agreed with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.



5. **WARRANTED DEVELOPMENT** - proposed development subject to a warranty.
N/A.

6. **AUTHORISED PROPOSALS (Stage 2 only – Lot 88)** - proposed development not subject to a warranty.

(i) **DESCRIPTION OF DEVELOPMENT**

Up to 11 levels containing up to 69 residential units, 1 managers lot and 4 commercial/retail units with associated carparking under.

(ii) **COMMON PROPERTY AMENITIES**

Access driveways, stairs, lifts, plantrooms, landscaped areas, pool building, garbage collection and storage facilities and visitor parking.

(iii) **SCHEDULE OF COMMENCEMENT AND COMPLETION**

N/A.

(iv) **SCHEDULE OF LOTS**

74 lots

(v) **WORKING HOURS**

As advised by South Sydney City Council.

(vi) **ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT**

No interference with Common Property as created by Stage 1
Construction zones wholly maintained within Lots 88 and 89.

(vii) **LANDSCAPING**

In accordance with landscape plans approved by South Sydney City Council.

(viii) **SCHEDULE OF MATERIALS AND FINISHES**

External walls of brick and concrete.

(ix) **VERTICAL STAGING**

Parts of Development Lots 88 and 89 are situated above and below Stage 1. The developer holds a Contractors All Risk Policy with The Underwriter Insurance Company Limited (Policy No. C0154399) and a Public Liability Insurance Policy with The Underwriter Insurance Company Limited and QBE (Policy No. 1061838).

(x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**

The developer is not liable for any Common Property expenses.

(xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS**

Right of footway to be created over 'Grand Portico' at ground level to benefit South Sydney City Council.

7. **AUTHORISED PROPOSALS (Stage 3 only – Lot 89)** - proposed development not subject to a warranty.

(i) **DESCRIPTION OF DEVELOPMENT**

2 buildings ("Building 1 and 2") of up to 12 and 11 levels respectively containing up to 184 residential units, and 3 commercial/retail units with associated carparking under – QR,

1 building ("Building 1") of up to 12 levels containing up to 97 residential units and 3 commercial/retail units in "Building 2" with associated carparking under and a further Development Lot.

(ii) **COMMON PROPERTY AMENITIES**

Access driveways, stairs, lifts, plantrooms, landscaped areas, garbage collection and storage facilities and visitor parking.

SP67161

(iii) SCHEDULE OF COMMENCEMENT AND COMPLETION
N/A.(iv) SCHEDULE OF LOTS
187 Lots - OR - 100 Lots and 1 development Lot.(v) WORKING HOURS
As advised by South Sydney City Council.

(vi) ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT

No interference with Common Property as created by Stages 1 and 2.
Construction zones wholly maintained within Lot 89.

(vii) LANDSCAPING
In accordance with landscape plans approved by South Sydney City Council.(viii) SCHEDULE OF MATERIALS AND FINISHES
External walls of brick and concrete.(ix) VERTICAL STAGING
Parts of Development Lot 89 are situated above and below Stages 1 and 2. The developer holds a Contractors All Risk Policy with The Underwriter Insurance Company Limited (Policy No. C0154399) and a Public Liability Insurance Policy with The Underwriter Insurance Company Limited and QBE (Policy No. 1061838).(x) CONTRIBUTION TO COMMON PROPERTY EXPENSES
The developer is not liable for any Common Property expenses.

(xi) PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATIONS

Restriction on use and positive covenant to be created over detention tank.

8. AUTHORISED PROPOSALS (Stage 3a only) - proposed development not subject to a warranty.

(i) DESCRIPTION OF DEVELOPMENT

1 building ("Building 2") of up to 11 levels containing up to 87 residential units with associated carparking under.

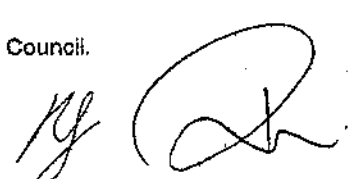
(ii) COMMON PROPERTY AMENITIES

Access driveways, stairs, lift, plantrooms, landscaped areas, garbage collection and storage facilities and visitor parking.

(iii) SCHEDULE OF COMMENCEMENT AND COMPLETION
N/A.(iv) SCHEDULE OF LOTS
87 lots.(v) WORKING HOURS
As advised by South Sydney City Council.

(vi) ARRANGEMENTS FOR ENTRY, EXIT, MOVEMENT AND PARKING OF VEHICLES TO, FROM AND ON THE PARCEL DURING DEVELOPMENT AND PERMITTED USES OF COMMON PROPERTY AND DEVELOPMENT LOTS DURING DEVELOPMENT

No interference with Common Property as created by Stage 1, 2 and 3
Construction zones wholly maintained within Development Lot.

(vii) LANDSCAPING
In accordance with landscape plans approved by South Sydney City Council.


SP67161

(viii) **SCHEDULE OF MATERIALS AND FINISHES**

External walls of brick and concrete.

(ix) **VERTICAL STAGING**

Parts of the Development Lot are situated above and below Stages 1, 2 and 3. The developer holds a Contractors All Risk Policy with The Underwriter Insurance Company Limited (Policy No. C0154399) and a Public Liability Insurance Policy with The Underwriter Insurance Company Limited and QBE (Policy No. 1061838).

(x) **CONTRIBUTION TO COMMON PROPERTY EXPENSES**

The developer is not liable for any Common Property expenses.

(xi) **PROPOSED BY-LAWS, MANAGEMENT AGREEMENTS, COVENANTS, EASEMENTS OR DEDICATION**

Positive covenant to be created for private connection to Council's stormwater system.

9. **DATE OF CONCLUSION OF DEVELOPMENT SCHEME**

24th December, 2010.

10. **CONCEPT PLAN**

See Sheets 7 - 9.



SP67161

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer:

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot:

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

CERTIFICATE OF APPROVAL

It is certified:

- (a) that the consent authority has consented to the development described in Development Application No. CPP-00763 and
- (b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:
 - (i) any condition subject to which the consent was granted; or
 - (ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: 19 December 2001

Execution of consent authority: Amanda Isham

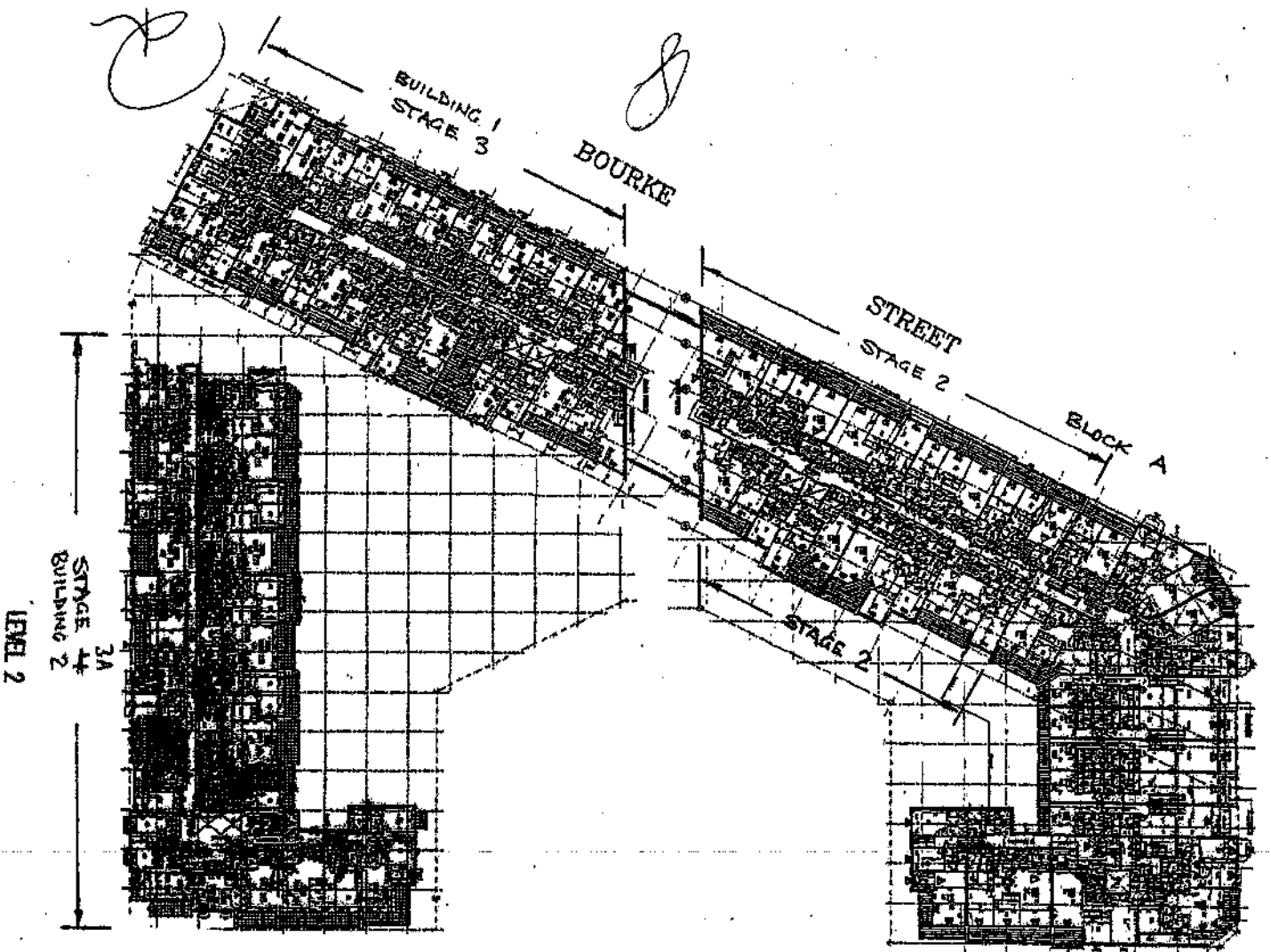

SECRETARY





DIRECTOR

REGISTERED  4-1-2002

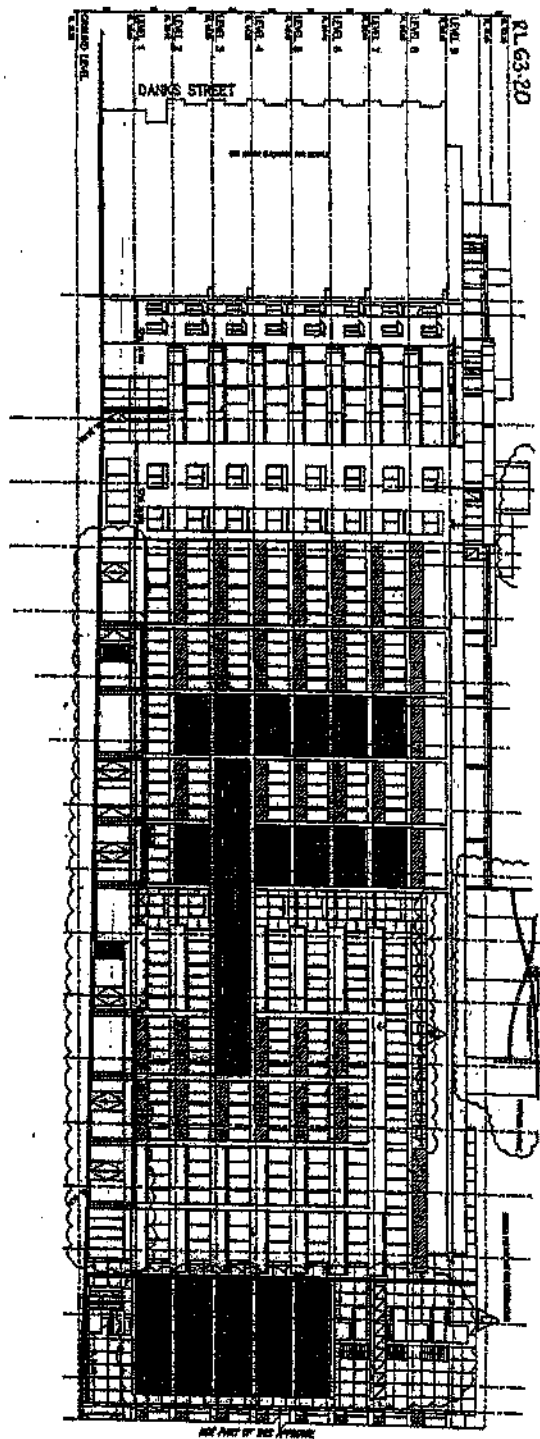


CONCEPT PLAN
Plan of Development
SUBDIVISION OF LOT 111 IN D.P.
Nº 782-822 BOURKE STREET,
WATERLOO 2017

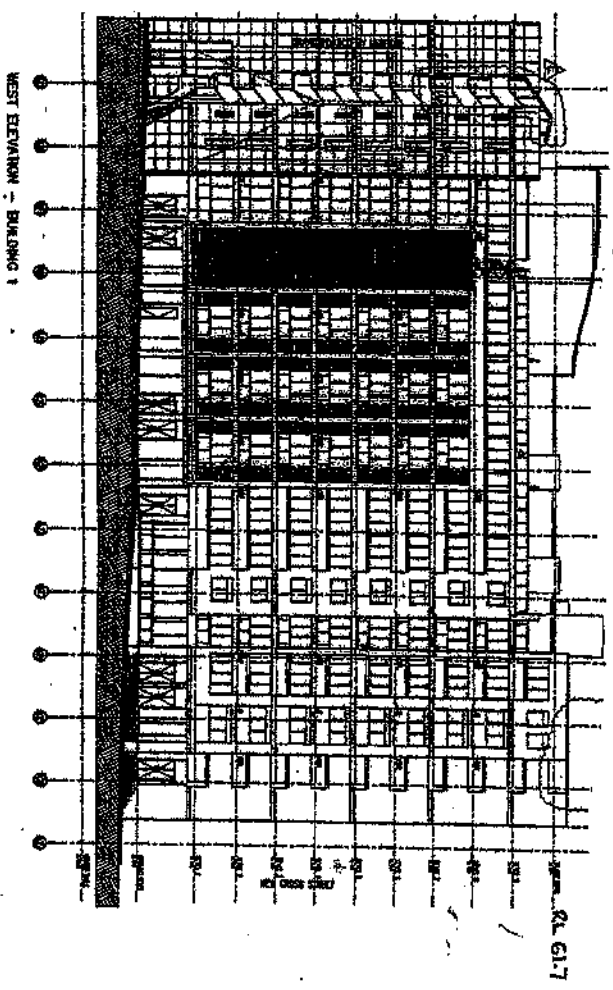
Consented to
Application Nº
Registered Date
4-1-2002

CONCEPT PLAN
 Plan of Development
 SUBDIVISION OF LOT 111 IN D.P.
 № 782-822 BOURKE STREET,
 WATERLOO 2017

Consented to
 Application №
 Registered Date
 4-1-2002



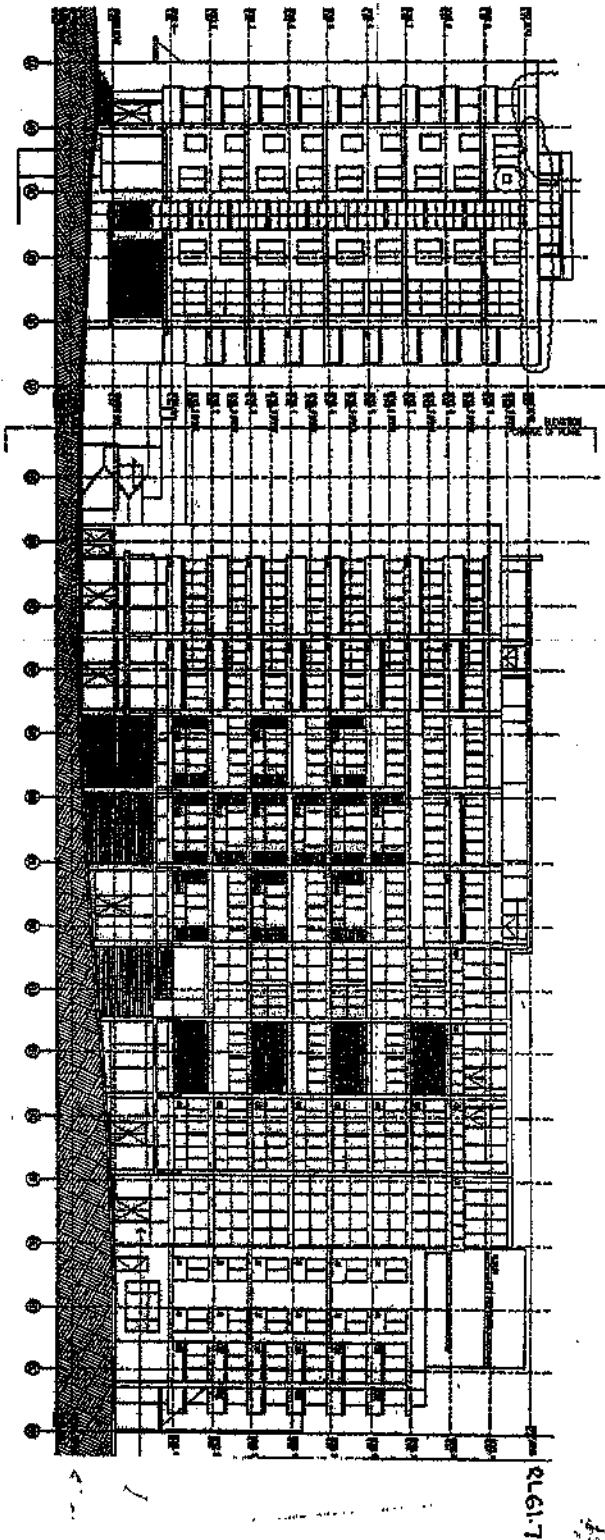
WEST ELEVATION BLOCK A
 BOURKE STREET



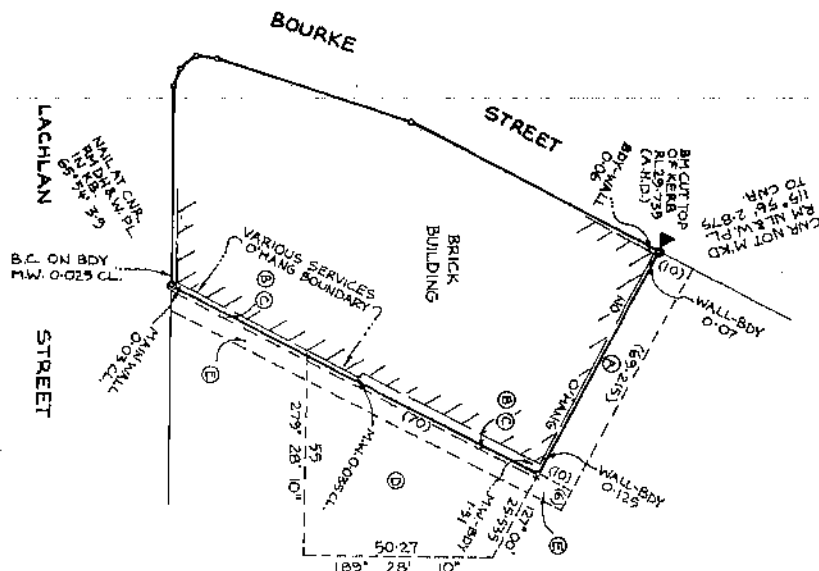
WEST ELEVATION - BUILDING 1

CONCEPT PLAN
 Plan of Development
 SUBDIVISION OF LOT 111 IN D.P.
 Nº 782-822 BOURKE STREET,
 WATERLOO 2017

OF 01/01
 LOANED TO
 Application Nº
 Registered Date
 4-1-2002



- Ⓐ RIGHT OF CARLAGEWAY 10 WIDE
- Ⓑ RIGHT OF FOOTWAY 11 WIDE (LIMITED IN HEIGHT TO RL 317.41D)
- Ⓒ EASEMENT FOR SERVICES 11 WIDE (LIMITED IN HEIGHT TO RL 307.31D)
- Ⓓ RIGHT OF USE VARIABLE WIDTH
- Ⓔ EASEMENT FOR ACCESS 6 WIDE



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

Lengths are in Metres

Sheet 1 of 5 Sheets

DP1000368

Subdivision of Lot 8 DP 856032
covered by Council's Certificate
No. 13199 of 31-3-1999

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Easement firstly referred to
in the abovementioned plan:

Right of Carriageway 10 wide

Schedule of Lots Affected

Lot Burdened
2

Lot or Authority Benefited
1

2. Identity of Easement secondly referred
to in the abovementioned plan:

Right of Footway 1.1 wide

Schedule of Lots Affected

Lot Burdened
2

Lot or Authority Benefited
1

3. Identity of Easement thirdly referred to
in the abovementioned plan:

Easement for Services 1.1 wide

Schedule of Lots Affected

Lot Burdened
2

Lot or Authority Benefited
1

4. Identity of Easement fourthly referred to
in the abovementioned plan:

Right of Use variable width

Schedule of Lots Affected

Lot Burdened
2

Lot or Authority Benefited
1

5. Identity of Easement fifthly referred to
in the abovementioned plan:

Restriction on Use

Schedule of Lots Affected

Lot Burdened
2

Lot or Authority Benefited
South Sydney City Council


RALPH GOODWIN


ROBYN MCCULLY


J. Hilder


J. Hilder

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

Lengths are in Metres

Sheet 2 of 5 Sheets

Plan: DP 1000368

Subdivision of Lot 3 DP 856032
covered by Council's Certificate
No. 1349 of 31-3-1999

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1 (Cont'd.)

6. Identity of Easement sixthly referred to
in the abovementioned plan:

Easement for access 6 wide

Schedule of Lots Affected

Lot Burdened
2

Lot or Authority Benefited
1

7. Identity of Easement seventhly referred
to in the abovementioned plan:

Positive Covenant

Schedule of Lots Affected

Lot Burdened
2

Lot or Authority Benefited
South Sydney City Council

PART 2

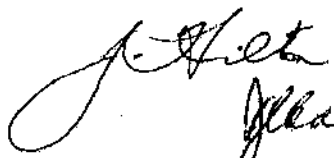
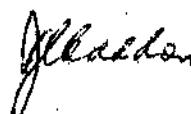
3. TERMS OF EASEMENT FOR SERVICES 1.1 WIDE THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN:

1. The owner of the lot benefited may:

- (a) use each lot burdened, but only within the site of this easement, to provide services to or from each lot burdened, and
- (b) do anything reasonably necessary for that purpose, including:
 - * entering the lot burdened, and
 - * taking anything on to the lot burdened, and
 - * carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.


RALPH GOODWIN


ROBYN McCULLY

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

Lengths are in Metres

Sheet 3 of 5 Sheets

Plan: DP 1000368

Subdivision of Lot 8 DP 856032
covered by Council's Certificate
No. 13/99 of 31-3-1999

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd)

2. In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
3. For the purposes of this easement, **services** includes supply of water, gas, electricity, telephone, television, sprinkler service pipes and hydrant services and discharge of sewage, sullage, stormwater and other fluid wastes.
4. TERMS OF RIGHT OF USE VARIABLE WIDTH FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN:
 1. The owner of the lot benefited may use that part of the lot burdened, but only within the site of the right of use, to undertake any uses incidental to the activities approved by South Sydney City Council for the lot benefited.
 2. This right of use may only be varied, modified or extinguished with the consent of South Sydney City Council.

ROBYN McCULLY

RALPH GOODWIN

J. Hilton
J. Madden

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

Lengths are in Metres

Sheet 4 of 5 Sheets

Plan: DP 1000368

Subdivision of Lot 8 DP 856032
covered by Council's Certificate
No. 13/99 of 31-3-1999

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd)

5. TERMS OF RESTRICTION ON USE FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

1. The owner of the lot burdened may not erect on the lot burdened any building or buildings that serve to increase the floor space ratio for both the lot burdened and Lot 1 to a floor space ratio greater than 2.5 : 1.
2. This restriction on use may only be varied, modified or extinguished with the consent of South Sydney City Council.

6. TERMS OF EASEMENT FOR ACCESS 6 WIDE SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

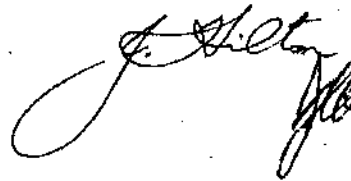
1. The owner of the lot benefited shall be entitled to an easement for access over that part of the lot burdened for emergency vehicles only.
2. This easement may only be varied, modified or extinguished with the consent of South Sydney City Council.

7. TERMS OF POSITIVE COVENANT SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

1. The owner of the lot burdened must provide on the lot burdened on site stormwater detention at a rate that will ensure that discharge from both the lot burdened and Lot 1 does not exceed the maximum discharge rate permitted for both the lot burdened and Lot 1 by Sydney Water and South Sydney City Council.


ROBYN McCULLY


RALPH GOODWIN


J. Hilton

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

Lengths are in Metres

Sheet 5 of 5 Sheets

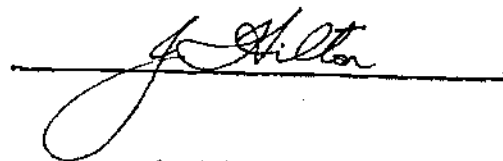
Plan: DP 1000368

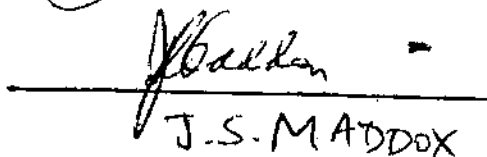
Subdivision of Lot 8 DP 856032
covered by Council's Certificate
No. 13/99 of 31-3-1999

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

Executed by the Council of the
City of South Sydney by its
Attorney JOHN ALBERT HILTON
pursuant to Power of Attorney
registered Book 3829 No. 339




J.S. MADDOX

WITNESS



DIRECTOR


RALPH GOODWIN

SECRETARY

ROBYN McCULLY

REGISTERED  12.4.1999

LACHLAN

STREET

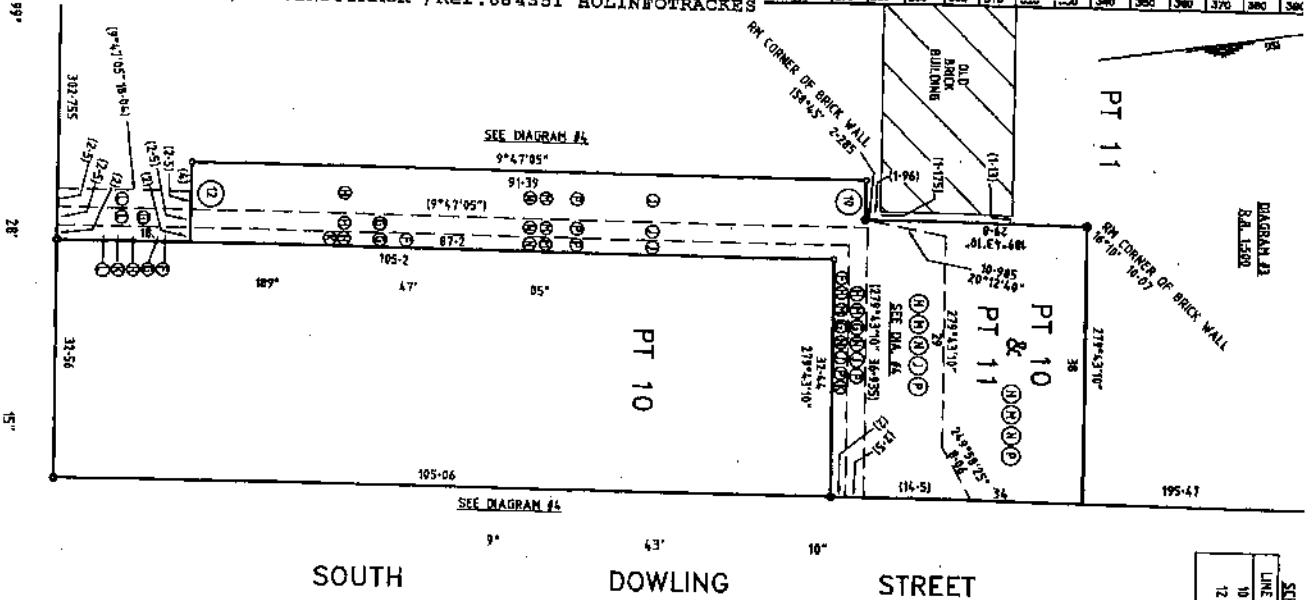


DIAGRAM A2
R.L. 502

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
10	279°43'10"	5.435
12	279°43'10"	11

SOUTH

DOWLING

STREET

- ⑩ EASEMENT FOR SERVICES 2 WIDE
- ⑪ EASEMENT FOR OVERHANG 1.5 WIDE
- ⑫ EASEMENT FOR REPAIRS 2, 11, 34
- ⑬ VARIABLE WIDTH
- ⑭ RIGHT OF CARRIAGEWAY 11, 15 &
- ⑮ EASEMENT FOR ENCLOSUREMENTS 2 WIDE
- ⑯ EASEMENT FOR ACCESS 7 WIDE
- ⑰ EASEMENT FOR CONSTRUCTION PURPOSES
- ⑱ EASEMENT FOR SUPPORT
- ⑲ RESTRICTION ON USE

SCHEDULE OF LEVELS

A	B	C	D	E	F
R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4
R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4
R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4
R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4
R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4
R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4	R.L. 33-4

NOTE:
THE WESTERN WALL OF THE BUILDING IS INCORPORATED
PARTIALLY DEPOSITED CONCRETE PLANT, ATTACHMENTS
TO WALLS & ARCHITECTURAL FEATURES PROTRUDE FROM
THE WALL.

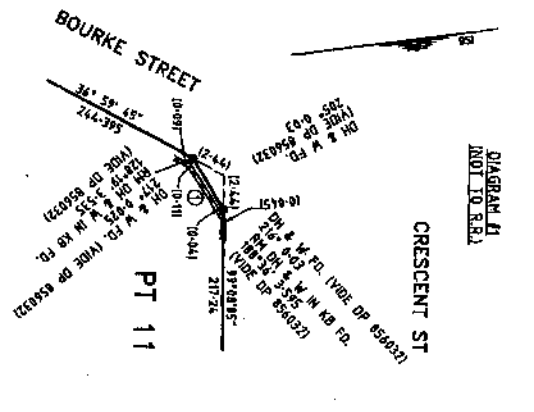
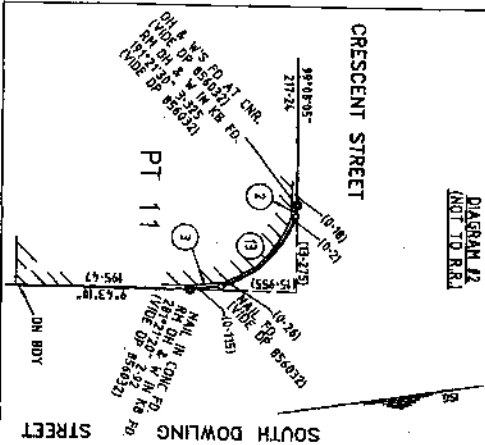


DIAGRAM A1
NOT TO R.L.

CRESCENT ST

PT 11

SOUTH DOWLING STREET

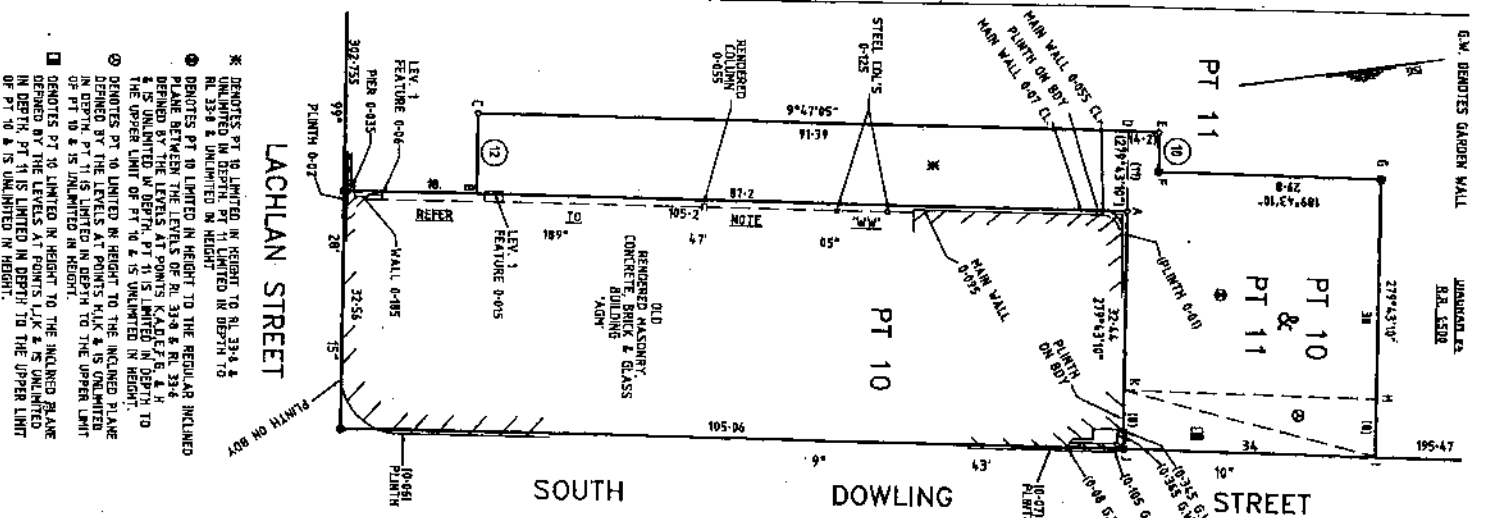


DIAGRAM A2
R.L. 502

SOUTH

DOWLING

STREET

- * DENOTES PT 10 LIMITED IN HEIGHT TO R.L. 33-4 & R.L. 33-4 UNLIMITED IN HEIGHT
- ⑩ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑪ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑫ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑬ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑭ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑮ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑯ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑰ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑱ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4
- ⑲ DENOTES PT 10 LIMITED IN HEIGHT TO THE REGULAR INCLINED PLANE BETWEEN THE LEVELS OF R.L. 33-4 & R.L. 33-4

DP1004914

Registered: 11/11/1997

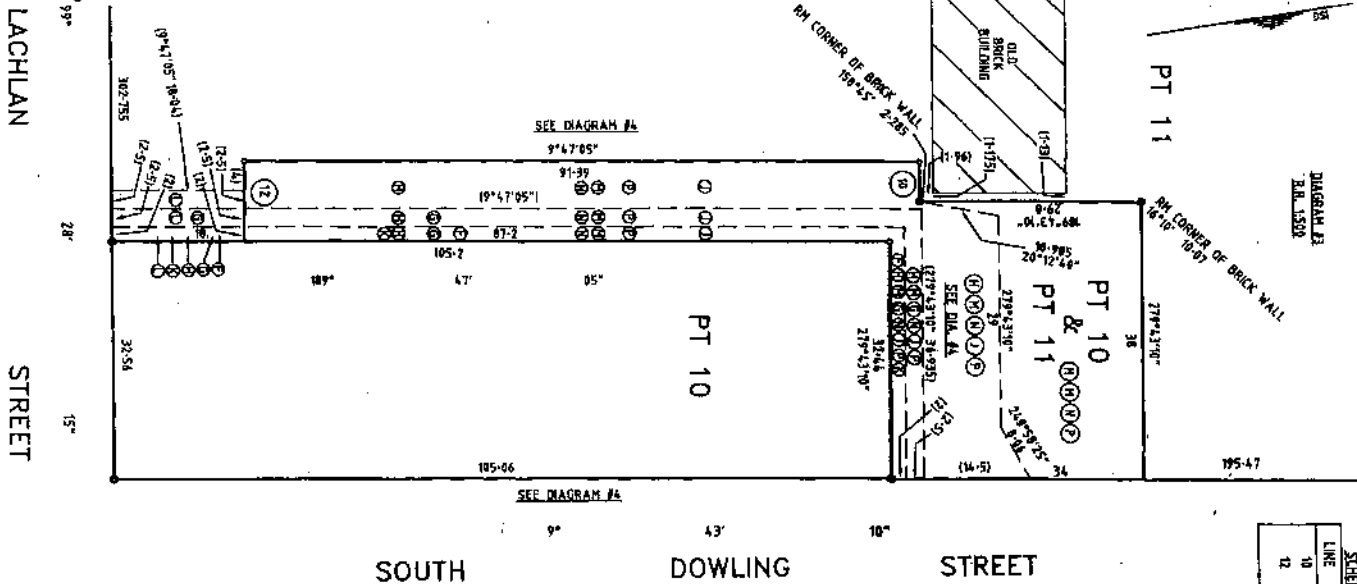
Surveyor: David Dick

Surveyor: David Dick

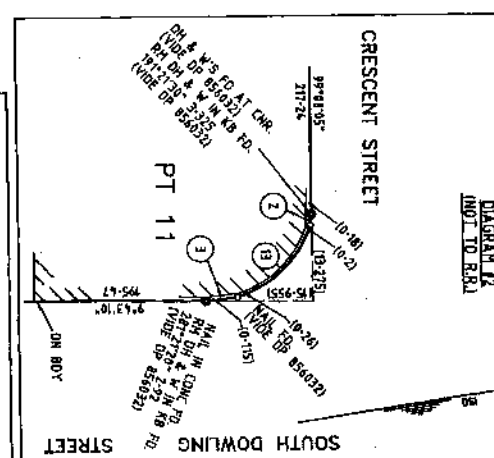
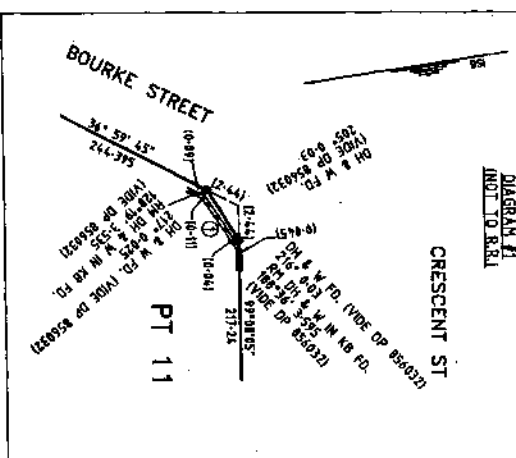
Surveyor: David Dick

Reduction Ratio: 1:

ADDITIONAL REMARKS: 07/05/2010

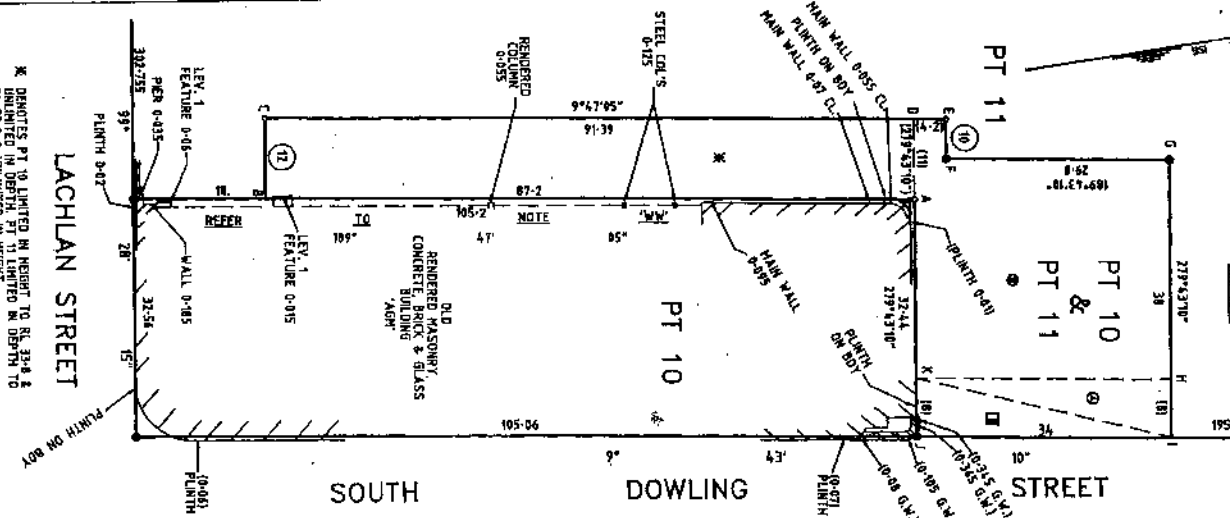


SCHEDULE OF SHORT LINES	
LINE	BEARING DISTANCE
10	279°43'10" 5-635
12	279°47'05" 11



SCHEDULE OF LEVEL

A	RL 33-6	G	RL 33-6
B	RL 33-6	H	RL 33-6
C	RL 33-6	I	RL 33-1
D	RL 33-6	J	RL 33-2
E	RL 33-775	K	RL 33-6
F	RL 33-775		



- * DENOTES P1 TO LIMITED IN HEIGHT TO RL 33-4 & UNLIMITED IN DEPTH P1 LIMITED IN DEPTH TO RL 33-4 & UNLIMITED IN HEIGHT
- ① DENOTES P1 TO LIMITED IN HEIGHT TO THE REGULAR INCISED PLANE BETWEEN THE LEVELS AT PND 33-4 & RL 33-4
- ② DENOTES P1 TO UNLIMITED IN HEIGHT TO UNLIMITED IN DEPTH P1 TO UNLIMITED IN HEIGHT
- ③ DENOTES P1 TO LIMITED IN HEIGHT TO THE INCISED PLANE DERIVED BY THE LEVELS AT PND 33-4 TO US UPPER LIMIT OF P1 & IS UNLIMITED IN DEPTH TO THE UPPER LIMIT OF P1 & IS UNLIMITED IN HEIGHT
- ④ DENOTES P1 TO LIMITED IN HEIGHT TO THE INCLUDED PLANE DERIVED AT THE LEVELS AT PND 33-4 & IS UNLIMITED IN DEPTH P1 IS LIMITED IN DEPTH TO THE UPPER LIMIT OF P1 & IS UNLIMITED IN HEIGHT

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

Lengths are in Metres

Sheet 1 of 7 Sheets

DP1004914

Full Name and Address
of Proprietor of the Land:

Subdivision of Lot 2 DP 1000368
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Easement firstly referred to
in the abovementioned plan:

Easement for Services 2 wide

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
10

2. Identity of Easement secondly referred
to in the abovementioned plan:

Easement for Overhang 4.5 wide
(limited in height)

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
10

3. Identity of Easement thirdly referred to
in the abovementioned plan:

Easement for Repairs 2, 11, 34 and
variable width

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
10

4. Identity of Easement fourthly referred to
in the abovementioned plan:

Right of Carriageway 11, 15 and
variable width

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
10

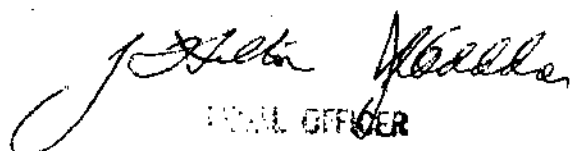
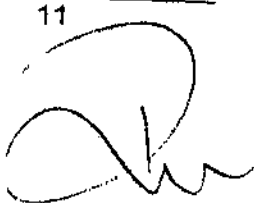
5. Identity of Easement fifthly referred to
in the abovementioned plan:

Easement for Access 7 wide

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
10



LOCAL OFFICER

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

DP1004914

Sheet 2 of 7 Sheets

Subdivision of Lot 2 DP 1000368
covered by Council's Certificate
No. of

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

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1 (Cont'd.)

6. Identity of Easement sixthly referred to
in the abovementioned plan:

Restriction on Use

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
South Sydney City Council

7. Identity of Easement seventhly referred
to in the abovementioned plan:

Restriction on Use

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
South Sydney City Council

8. Identity of Easement eighthly referred
to in the abovementioned plan:

Easement for Construction
Purposes

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
10

9. Identity of Easement ninthly referred to
in the abovementioned plan:

Easement for Support

Schedule of Lots Affected

Lot Burdened
10

Lot or Authority Benefited
11

10. Identity of Easement tenthly referred
to in the abovementioned plan:

Restriction on Use

Schedule of Lots Affected

Lot Burdened
11

Lot or Authority Benefited
10

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

DP1004914

Full Name and Address
of Proprietor of the Land:

Sheet 3 of 7 Sheets

Subdivision of Lot 2 DP 1000368
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1 (Cont'd.)

11. Identity of Easement eleventhly
referred to in the abovementioned plan:

Easement for Encroachments 2
wide

Schedule of Lots Affected

Lot Burdened

11

Lot or Authority Benefited

10

12. Identity of Easement twelfthly referred
to in the abovementioned plan:

Restriction on Use

Schedule of Lots Affected

Lot Burdened

10

Lot or Authority Benefited

South Sydney City Council

PART 2

2. TERMS OF EASEMENT FOR OVERHANG 4.5 WIDE (LIMITED IN HEIGHT)
SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN:

The owner of the lot benefited is permitted to erect overhanging awnings attached to the building erected upon the lot benefited but only within the site of this easement.

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

Sheet 4 of 7 Sheets

DP1004914

Subdivision of Lot 2 DP 1000368
covered by Council's Certificate
No. of

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd.)

5. TERMS OF EASEMENT FOR ACCESS 7 WIDE FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

1. The owner of the lot benefited shall be entitled to an easement for access over that part of the lot burdened for emergency vehicle and general public pedestrian and cyclist access only.
2. This easement may only be varied, modified or extinguished with the consent of South Sydney City Council.

6. TERMS OF RESTRICTION ON USE SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

The owner of the lot burdened must provide on the lot burdened on-site stormwater detention at a rate that will ensure that the stormwater discharge from the total site area (including Lot 10 and Lot 1 DP1000368) does not exceed the maximum discharge rate permitted for the site by Sydney Water and by South Sydney City Council. This restriction may only be varied, modified or extinguished with the consent of South Sydney City Council.

7. TERMS OF RESTRICTION ON USE SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

The owner of the lot burdened may not erect on the lot burdened any building or buildings that serve to increase the floor space ratio for the lot burdened, Lot 10 and Lot 1 in DP 1000368 to a floor space ratio greater than 2.5 : 1 over the total ACI site provided that development is in accordance with the adopted Master Plan. This restriction may only be varied, modified or extinguished with the consent of South Sydney City Council.

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

DP1004914

Sheet 5 of 7 Sheets

Subdivision of Lot 2 DP 1000368
covered by Council's Certificate
No. of

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd.)

8. TERMS OF EASEMENT FOR CONSTRUCTION PURPOSES EIGHTHLY REFERRED
TO IN ABOVEMENTIONED PLAN:

The owner of the lot benefited is permitted to undertake construction works on the lot
burdened, but only within the site of this easement on the condition that:

- (i) the owner of the lot benefited, in exercising its rights pursuant to this
easement, shall ensure that consistent access is maintained at all times
between South Dowling Street and the land adjoining the Western boundary of
the easement; and
- (ii) the owner of the lot benefited, at the completion of the construction works,
reinstates the lot burdened to a condition satisfactory to the owner of the lot
burdened.

9. TERMS OF EASEMENT FOR SUPPORT NINTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

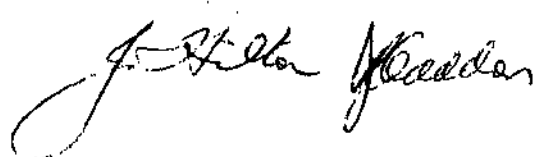
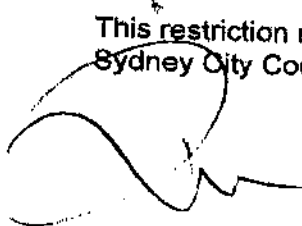
The owner of the lot burdened must provide support to the lot benefited but only within
the site of this easement provided that the owner of the lot burdened is entitled to
undertake construction works to the lot burdened on the condition that the lot
benefited is provided with support both prior to and following completion of such
construction works.

10. TERMS OF RESTRICTION ON USE TENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

The owner of the lot burdened may only use the lot burdened, but only within the site
of this restriction on use which is marked 'P' on the plan, as open space and cannot
construct or cause to be constructed any buildings over the lot burdened, but only
within the site of this restriction on use which is marked 'P' on the plan.

The owner of the lot burdened shall not restrict pedestrian and cyclist access from Lot
10 over the lot burdened, but only within the site of this restriction on use which is
marked 'P' on the plan.

This restriction may only be varied, modified or extinguished with the consent of South
Sydney City Council.



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

Sheet 6 of 7 Sheets

DP1004914

Subdivision of Lot 2 DP 1000368
covered by Council's Certificate
No. of

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

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd.)

11. **TERMS OF EASEMENT FOR ENCROACHMENTS 2 WIDE ELEVENTHLY
REFERRED TO IN ABOVEMENTIONED PLAN:**

The owner of the lot burdened shall permit the structures, services and overhangs attached to the building erected upon the lot benefited at the date of creation of this easement to remain and to be maintained by the owner of the lot benefited but only within the site of this easement.

12. **TERMS OF RESTRICTION ON USE TWELFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:**

The registered proprietor of the land burdened shall not permit the land to be used for residential purposes, other than tourist facilities, without the consent of South Sydney Council.

J. Hiltner
J. Hiltner

[Signature]

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

DP1004914

Full Name and Address
of Proprietor of the Land:

Sheet 7 of 7 Sheets

Subdivision of Lot 2 DP 1000368
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000



THE COMMON SEAL OF
MERITON APARTMENTS
WAS HEREUNTO AFFIXED
IN THE PRESENCE OF




Director


Director

Executed by the Council of the
City of South Sydney by its
Attorney JOHN ALBERT HILTON
pursuant to Power of Attorney
registered Book 3829 No. 339



WITNESS
LOCAL OFFICER

REGISTERED

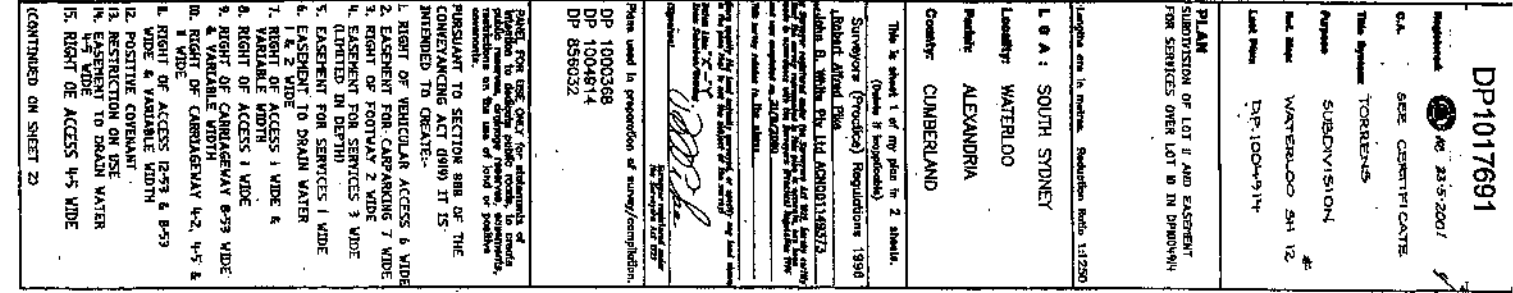


11-8-1999

ST GEORGE BANK LIMITED
P.O. BOX 513 070, by its
attorneys under power of
attorney registered No. 125
Book 4182.

07
G. Head
Circular Development Pty Limited
A.C.N. 085 208 771
Sole

TIME	BEARING	DIST.
6	278° 21' 15"	2
7	278° 21' 15"	2.5
8	278° 21' 15"	2.5
9	278° 21' 15"	2.57
10	278° 21' 15"	4.575
11	278° 21' 15"	1.04
12	355° 52' 45"	8.005
13	355° 52' 45"	0.99
14	355° 52' 45"	5.005
15	477° 20' 05"	2.575
16	477° 20' 05"	1.685



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

Lengths are in Metres

Sheet 1 of 12 Sheets

Plan

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

Full Name and Address
of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Easement firstly referred to
in the abovementioned plan:

Right of vehicular access 6 wide

Schedule of Lots Affected

Lot Burdened
107

Lot or Authority Benefited
106

2. Identity of Easement secondly referred
to in the abovementioned plan:

Easement for carparking 7 wide

Schedule of Lots Affected

Lot Burdened
107

Lot or Authority Benefited
106

3. Identity of Easement thirdly referred to
in the abovementioned plan:

Right of footway 2 wide

Schedule of Lots Affected

Lot Burdened
107

Lot or Authority Benefited
106

4. Identity of Easement fourthly referred to
in the abovementioned plan:

Easement for services 3 wide
(limited in depth)

Schedule of Lots Affected

Lot Burdened
10 in DP1004914

Lot or Authority Benefited
106 ~~and 107~~

.....
Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 2 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 1 (Cont'd.)

5. Identity of Easement fifthly referred to
in the abovementioned plan:

Easement for services 1 wide

Schedule of Lots Affected

Lot Burdened
107

Lot or Authority Benefited
106

6. Identity of Easement sixthly referred to
in the abovementioned plan:

Easement to drain water 1 and 2
wide

Schedule of Lots Affected

Lot Burdened
107

Lot or Authority Benefited
106

7. Identity of Easement seventhly referred
to in the abovementioned plan:

Right of access 1 wide and variable
width

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
South Sydney City Council

8. Identity of Easement eighthly referred
to in the abovementioned plan:

Right of access 1 wide

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
South Sydney City Council

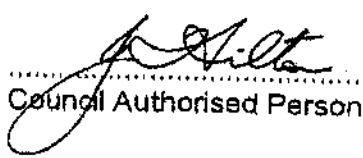
9. Identity of Easement ninthly referred to
in the abovementioned plan:

Right of carriageway 8.53 wide and
variable width

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
10 in DP1004914


Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 3 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 1 (Cont'd.)

10. Identity of Easement tenthly referred
to in the abovementioned plan:

Right of carriageway 4.2, 4.5 and 11
wide

Schedule of Lots Affected

Lot Burdened
107

Lot or Authority Benefited
10 in DP1004914

11. Identity of Easement eleventhly
referred to in the abovementioned plan:

Right of access 12.53 and 8.53 wide
and variable width

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
South Sydney City Council

12. Identity of Positive Covenant twelfthly
referred to in the abovementioned plan:

Positive Covenant

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
South Sydney City Council

13. Identity of Restriction thirteenthly
referred to in the abovementioned plan:

Restriction on use

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
South Sydney City Council


14. Identity of Easement fourteenthly
referred to in the abovementioned plan:

Easement to drain water 4.5 wide

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
Part 107 defined by points G, I, S,
Q, O, N & M on Sheet 2 of DP


Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 4 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 1 (Cont'd.)

15. Identity of Easement fifteenthly referred
to in the abovementioned plan:

Right of access 4.5 wide

Schedule of Lots Affected

Lot Burdened
107

Lot or Authority Benefited
106

16. Identity of easement sixteenthly
referred to in the abovementioned plan:

Right of carriageway 11 wide
(limited in height & depth)

Schedule of Lots Affected

Lot Burdened
10 DP 1004914

Lot Benefited
107

17. Identity of Easement seventeenthly
referred to in the abovementioned plan:

Easement for overhang 4.5 wide
(limited in height)

Schedule of Lots Affected

Lot Burdened
107

Lot Benefited
10 DP 1004914

18. Identity of Positive Covenant eighteenthly
referred to in the abovementioned plan:

Positive Covenant

Schedule of Lots Affected

Lot Burdened
106

Lot or Authority Benefited
South Sydney City Council


Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 5 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 1A

1. Identity of Easement to be released
firstly referred to in the abovementioned
plan:

Right of carriageway 11, 15 and
variable width (vide DP1004914)

Schedule of Lots Affected

Lot Burdened
Lot 11 DP1004914

Lot Benefited
Lot 10 DP1004914

2. Identity of Easement to be released
secondly referred to in the
abovementioned plan:

Easement for overhang 4.5 wide
(limited in height) (DP 1004914)

Schedule of Lots Affected

Lot Burdened
Lot 11 DP1004914

Lot Benefited
Lot 10 DP1004914

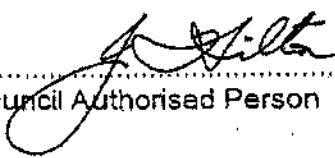
PART 2

1. TERMS OF RIGHT OF VEHICULAR ACCESS 6 WIDE FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN:

- (i) The owner of the lot benefited shall be entitled to an easement for vehicular access over that part of the lot burdened for car and vehicular access only.
- (ii) This easement will be extinguished at such time as the land comprising the site of the easement is transferred to a government authority or South Sydney City Council, or is dedicated as Public Road.

2. TERMS OF EASEMENT FOR CARPARKING 7 WIDE SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN:

The owner of the lot benefited shall be entitled to park vehicles and construct and maintain temporary carports over that part of the lot burdened until such time as that part of the lot burdened is transferred to a government authority or South Sydney City Council, or is dedicated as Public Road.


Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 6 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

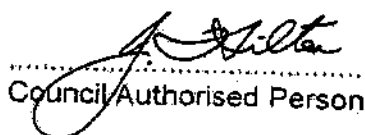
PART 2 (Cont'd.)

**4. TERMS OF EASEMENT FOR SERVICES 3 WIDE (LIMITED IN DEPTH) FOURTHLY
REFERRED TO IN ABOVEMENTIONED PLAN:**

1. The body having the benefit of this easement has the right:
 - (a) to provide services through the lot burdened, but only within the site of this easement; and
 - (b) with any materials, tools, implements, plant and equipment necessary, to enter on the lot burdened but only within the site of this easement, and remain there for any reasonable time for the purpose of constructing, inspecting, cleaning, maintaining, repairing, augmenting, renewing or replacing the services;

subject to the conditions set out in paragraph 2 below, which conditions are agreements between the registered proprietor of the lot burdened from time to time and the body having the benefit of this easement from time to time.

2. In exercising the rights created by this easement, the body having the benefit of this easement must:
 - (a) ensure that all work is done in a proper and workmanlike manner;
 - (b) ensure that there is as little disturbance or damage as possible to the lot burdened and its use and must, if there is any disturbance or damage to the lot burdened, as soon as reasonably practical and at its own costs and expense, restore the lot burdened to its original condition;
 - (c) except where urgent maintenance is required, give to the registered proprietor of the lot burdened not less than 24 hours written notice of its intention to exercise rights to carry out work under this easement; and
 - (d) except where urgent maintenance is required, only carry out work under this easement during the hours of the day or night during which work may be carried out as prescribed by the registered proprietor of the lot burdened, acting reasonably.


Council Authorised Person

88B/122413

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

Lengths are in Metres

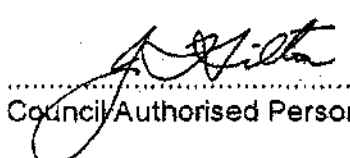
Sheet 7 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 2 (Cont'd.)

3. If the registered proprietor of the lot burdened at any time requires use of that part of the lot burdened within the site of this easement for any lawful development purpose:
- (a) the registered proprietor of the lot burdened may serve a notice on the body having the benefit of this easement, requiring any services located within the site of this easement to be temporarily or permanently relocated to an alternative site within either the lot burdened or the lot benefited, determined by the registered proprietor of the lot burdened;
 - (b) the body having the benefit of this easement must, at its own cost and expense, as soon as practicable after receiving such notice, remove all services from the site of this easement, and relocate them to the alternative site referred to in the notice, and the provisions of paragraph 2 of this easement will apply in respect of any such works;
 - (c) if the services are required to be temporarily relocated pursuant to this paragraph 3, the parties agree that:
 - (i) if the alternative site to which the services are temporarily relocated is within the lot burdened, that site will be deemed to be the site of this easement until such time as the services are restored to their original location;
 - (ii) upon completion of the works being carried out on the site of this easement, the registered proprietor of the lot burdened must serve a notice on the body having the benefit of this easement requiring the services to be relocated, at the cost and expense of the body having the benefit of this easement, to the site of this easement (being the original location of the services); and
 - (iii) the provisions of paragraph 2 of this easement will apply in respect of any works done in removing the services from the relocated site and restoring them to the site of this easement; and


Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 8 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 2 (Cont'd.)

(d) If the services are required to be permanently relocated pursuant to this paragraph 3, the parties agree that:

(i) this easement will be released; and

(ii) if the alternative site to which the services are permanently relocated is within the lot burdened, an easement in the same terms as this easement will be granted by the registered proprietor of the lot burdened in favour of the body having the benefit of this easement, within the site of that part of the lot burdened to which the services have been relocated.

4. For the purposes of this easement services means any services reasonably required for use of domestic property, and includes the supply of water, gas, electricity, telephone and television and discharge of sewerage, sullage and other fluid wastes.

7, 8. TERMS OF RIGHT OF ACCESS SEVENTHLY, EIGHTHLY AND ELEVENTHLY
& 11. REFERRED TO IN ABOVEMENTIONED PLAN:

The Authority benefited shall be entitled to an easement for access over that part of the lot burdened for general public pedestrian and cyclist access only.

10. TERMS OF RIGHT OF CARRIAGEWAY 4.2, 4.5 and 11 WIDE TENTHLY
REFERRED TO IN ABOVEMENTIONED PLAN:

Right of Carriageway within the meaning of schedule VII Part 1 of the Conveyancing Act 1919 (as amended), provided, however, that there will be no right of carriageway over that part of the lot burdened by this easement and also burdened by an easement for fire stairs while ever fire stairs remain constructed on that part of the lot burdened so as to impede its use as a right of carriageway.


Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 9 of 12 Sheets

DP1017691


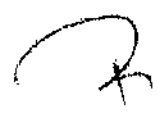
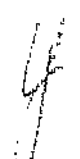
Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 2 (Cont'd.)

12. **TERMS OF POSITIVE COVENANT TWELFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:**

1. The Registered Proprietor of the lot burdened shall install and maintain as its cost, solely for the purpose of discharging stormwater, a 300 mm diameter private connection ("the private pipe") to Council's drainage pit, identified as P1 on the stormwater drainage plan D100 Issue A titled "Heritage Building Stormwater Drainage Connection" held at the offices of the South Sydney City Council. The Registered Proprietor of the lot burdened specifically acknowledges that if trade wastes are discharged through the private pipe, Council has the right to disconnect the pipe at the cost of the Registered Proprietor.
2. The Registered Proprietor of the lot burdened indemnifies Council against any responsibility for damage to any Property which might arise due to the inadequacy, blockage or surcharging of Council's drainage system in any land to which the private pipe is connected.
3. The Registered Proprietor of the lot burdened is not entitled to make any claim against Council should Council abandon or relocate the drainage pit referred to in Clause 1 of this covenant.
4. The Registered Proprietor of the lot burdened accepts full responsibility for all claims that might be made by any party as a result of the construction of or the presence of the private pipe beneath any land owned by Council and indemnifies Council against any claim that might arise from the Council having granted approval to the Registered Proprietor of the lot burdened for the connection of the private pipe to Council's stormwater drainage system".
5. The Registered Proprietor will:
 - (a) permit stormwater runoff to be temporarily detained by the system;
 - (b) at all times keep the system clean and free of silt, rubbish and debris;


.....
Council Authorised Person




88B/122413

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

Lengths are in Metres

Sheet 10 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 2 (Cont'd.)

- (c) maintain, renew and repair the whole or part of the system so that it functions at all times in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in any written notice issued by the Council;
 - (d) at no expense to the Council carry out the matters referred to in paragraphs (b) and (c);
 - (e) not make any alterations or additions to the system or its elements without the Council's prior written consent;
 - (f) permit the Council or its authorised agents upon giving reasonable notice to enter and inspect the land for compliance with the requirements of this clause;
 - (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice;
 - (h) keep and continue to possess a specification for procedures for the purpose of maintaining the system (e.g. inspect every 6 months and after storms, clear any blockage and replace geofabrics periodically and other necessary maintenance required by the specification).
6. If the Registered Proprietor fails to comply with the terms of any written notice served in respect of the matters in clause 5(c), the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the Registered Proprietor the cost of carrying out the work. If necessary Council may recover the amount due by legal proceedings (including legal costs and fees) and registration of a charge over the property under Section 88F(4) of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible, and shall make good any damage which it causes in doing such work.


.....
Council Authorised Person

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

Lengths are in Metres

Sheet 11 of 12 Sheets

DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 2 (Cont'd.)

For the purposes of this positive covenant:

"Council" means the Applicant being the Council of the City of South Sydney and any successor body;

"Property" means the land in Folio Identifier 106/ and includes each and every part of any subdivision of the Property;

"Registered Proprietor" means the registered proprietor (for the time being) of the Property and includes the body corporate of any strata scheme which may be registered in respect of the Property.

13. TERMS OF RESTRICTION ON USE THIRTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

The owner of the lot burdened may not erect any building on the lot burdened which will serve to increase the total gross floor area of the site to an area greater than 1284m².

16. TERMS OF RIGHT OF CARRIAGEWAY 11 WIDE (LIMITED IN HEIGHT & DEPTH) SIXTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

Right of carriageway within the meaning of schedule VIII Part 1 of the Conveyancing Act 1919 (as amended) together with the right to extinguish this easement, without the need to obtain the consent of any other party, if the site of the easement is required by the registered proprietor of the lot burdened for use in connection with any lawful development purpose.

17. TERMS OF EASEMENT FOR OVERHANG 4.5 WIDE (LIMITED IN HEIGHT) SEVENTEENTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

The owner of the lot benefited is permitted to erect overhanging awnings attached to the building erected upon the lot benefited but only within the site of this easement.

.....
Council Authorised Person

88B/122413

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

Lengths are in Metres

Sheet 12 of 12 Sheets



DP1017691

Subdivision of Lot 11 and easement for
services over Lot 10 in DP 1004914
covered by Council's Certificate
No. 32 of 2001

PART 2 (Cont'd.)

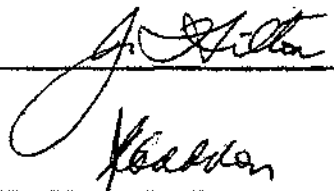
**18. TERMS OF POSITIVE COVENANT EIGHTEENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:**

The Registered Proprietor of the lot burdened is responsible for the preservation, maintenance and upkeep of the stormwater detention tank and associated drainage lines, identified respectively as SDT and DL1 and DL2 on the Council approved drainage plan D100 Issue A titled "Heritage Building Stormwater Drainage Connection" held at the offices of South Sydney City Council.

EXECUTED BY HML DEVELOPMENT PTY
LTD (ACN 083 208 711)
BY
 **D.G. ERANOWICZ** SECRETARY
 **G. HENDLER** DIRECTOR

Executed by the Council of the
City of South Sydney by its
Attorney JOHN ALBERT HILTON
pursuant to Power of Attorney
registered Book 3829 No. 339

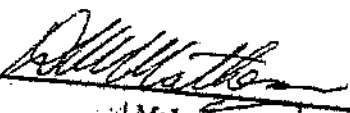
SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182



J.S. MADDOX

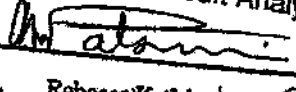


Council Authorized Person

SECRETARY


ATTORNEY
Print Name: **Malcolm Matheson**
Position Held: **Administration Manager**


ATTORNEY
Print Name: **Michael Bentley**
Position Held: **Credit Analyst**


WITNESS
Print Name: **Rebecca Kathleen Paterson**

REGISTERED

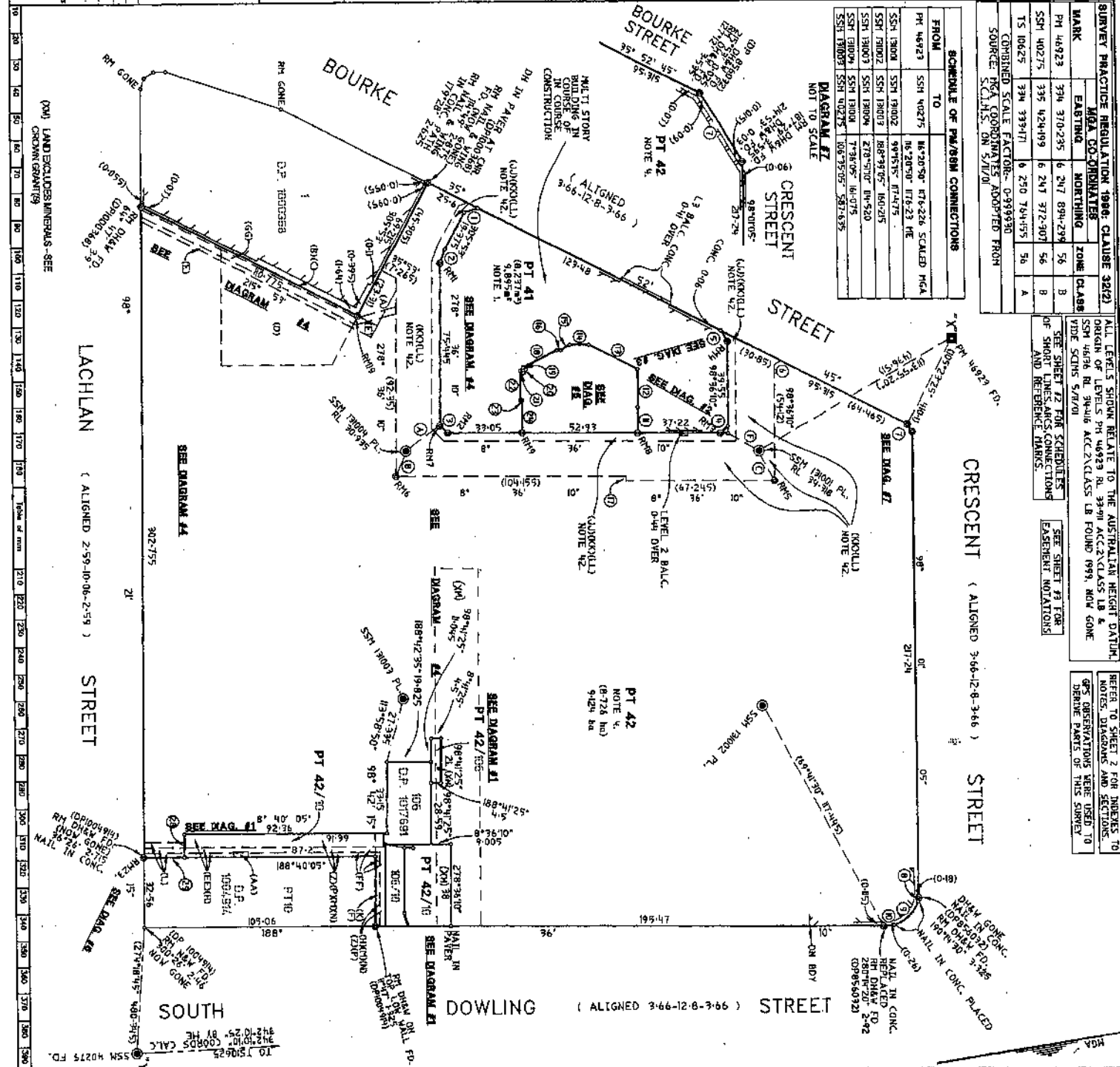


888/122413

23.5.2001

PLAN APPROVED: _____
Laid down: _____
Subdivision Certificate: _____
Locality: _____
General Authority: _____
Date of instrument: _____
Accreditation No.: _____
Signature: _____
Title: _____
Date: _____

PLAN APPROVED: _____
Laid down: _____
Subdivision Certificate: _____
Locality: _____
General Authority: _____
Date of instrument: _____
Accreditation No.: _____
Signature: _____
Title: _____
Date: _____



PLAN OF SUBDIVISION OF LOT 87 DP1035823

LOCALITY: WATERLOO
PARISH: ALEXANDRIA
COUNTY: CUMBERLAND

THIS IS SHEET 1 OF 5 SHEETS.

LEGEND: SEE CERTIFICATE
TITLE SYSTEM: TORRENS
PURPOSE: SUBDIVISION

Ref. Map: WATERLOO SH112 #
Local Plan: DP202708 #

PLAN OF SUBDIVISION OF LOT 87 DP1035823

LOCALITY: WATERLOO
PARISH: ALEXANDRIA
COUNTY: CUMBERLAND

THIS IS SHEET 1 OF 5 SHEETS.

LEGEND: SEE CERTIFICATE
TITLE SYSTEM: TORRENS
PURPOSE: SUBDIVISION

Ref. Map: WATERLOO SH112 #
Local Plan: DP202708 #

LINE	BEARING	DISTANCE
1	93°02'55"	6.505
2	231°30'20"	6.975
3	233°32'10"	4.985
4	67°34'30"	5.985
5	337°14'30"	3.445
6	66°55'45"	4.485
7	285°35'	1.655
8	181°08'	4.795
9	278°43'	12.395
10	278°43'	12.395
11	278°43'	12.395
12	278°43'	12.395
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25	278°43'	12.395
26	278°43'	12.395
27	278°43'	12.395
28	278°43'	12.395
29	278°43'	12.395

CHORD	BEARING & DISTANCE	ARC	RADIUS
9	323°20'05"	15.505	16.105
		16.105	16.965

REF. TO CORNER	MARK
RM 1	88°57'30" 7.195
RM 2	50°30'30" 17.12
RM 3	4°58' 6.835
RM 4	288°47'30" 16.46
RM 5	194°28' 0.24
RM 6	194°28' 0.24
RM 7	194°28' 0.24
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RM 99	194°28' 0.24
RM 100	194°28' 0.24

SCHEDULE OF CONNECTIONS		
A	324°28'	22.43
B	124°57'	8.79
C	71°41'	14.24
E	40°50'15"	17.44

INDEX TO SECTIONS	
SECTION#	A
SHEET#	2
SECTION#	B
SHEET#	2
SECTION#	C
SHEET#	5

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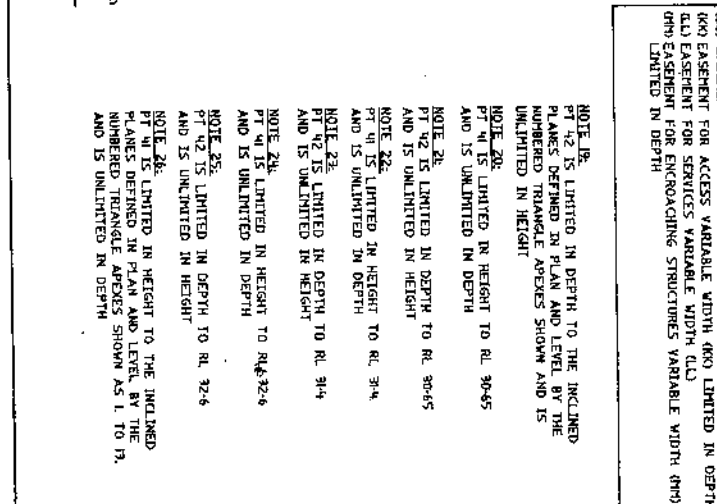
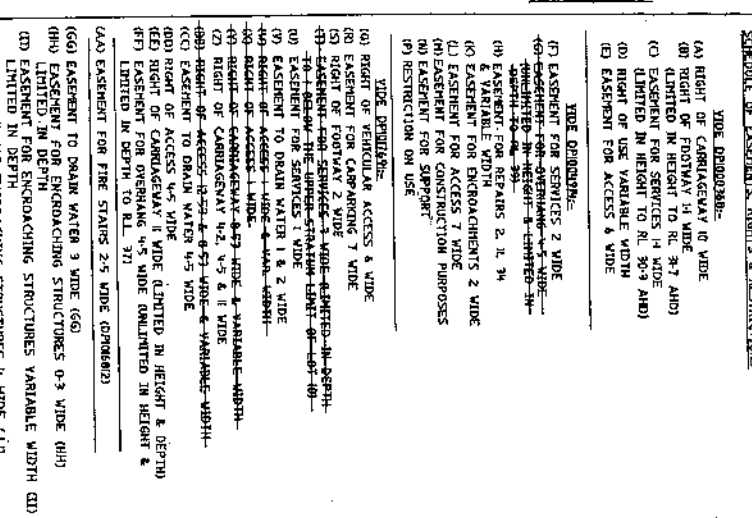
SECTION "B"-"B"

SCALE 1:300

T 105

1:00/099

PT 4



Registered: 11-12-2001

This is about 2% of my plan in 5 years?
 either? 5th November 2001

by plan in 5 steps
over 2001

for anyone. Dave - Jack

Showercap registered under SURVEYS Act 1

741r is about 90% the mass of 75
absorbance emitted by my Caudibac 66, 557nm

1

11-1-10

Environ Monit Assess (2015) 189:1123–1132

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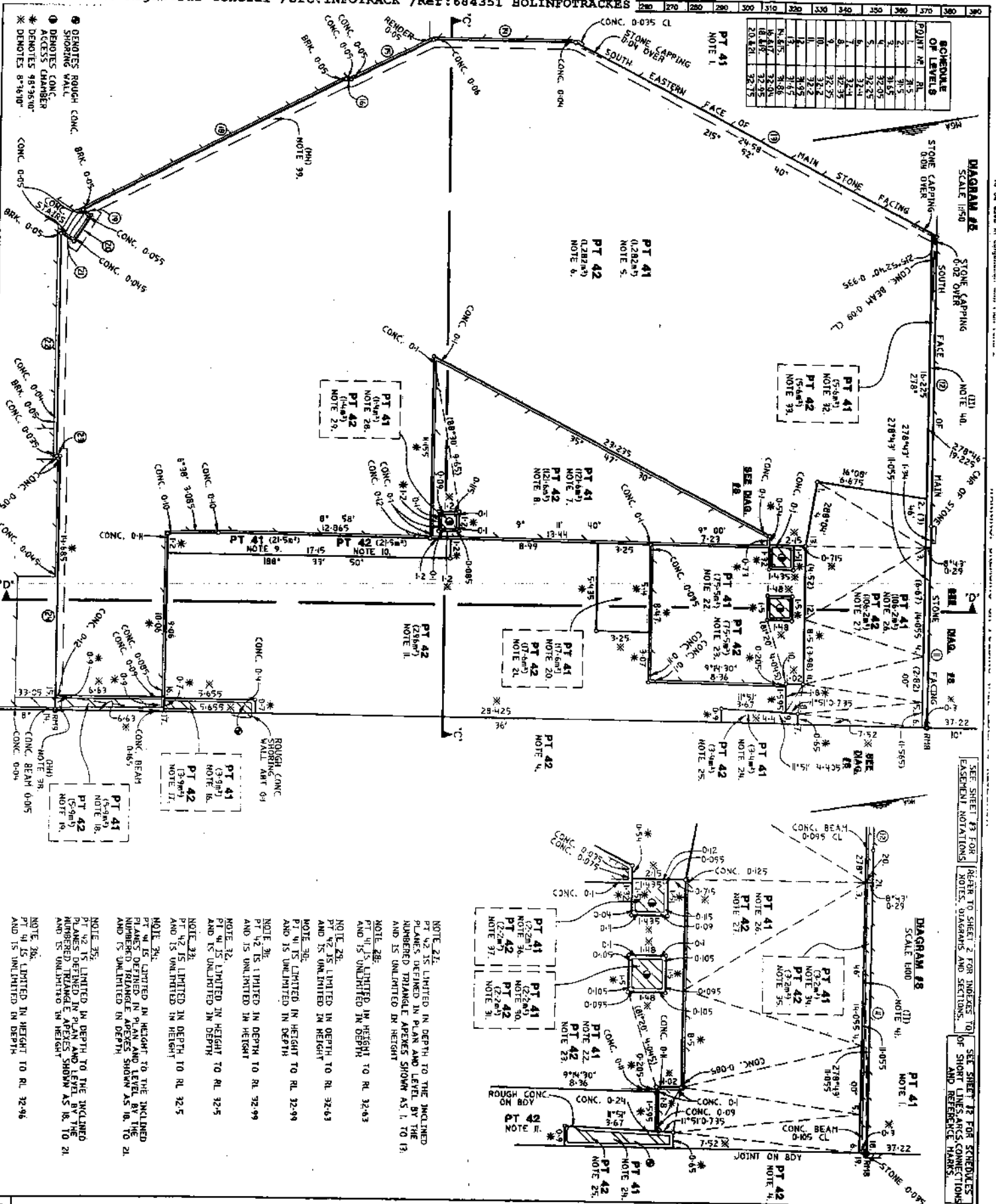
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9

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Regulation No. 1:



Reduction Ratio : 1:2

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

Sheet 1 of 6 Sheets

DP1035823

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

Subdivision of Lot 107 DP 1017691
covered by Council's Certificate
No. 87/01 of 30-11-2001

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Easement firstly referred to in
the abovementioned plan:

Easement to Drain Water 3 wide (GG)

Schedule of Lots Affected

Lot Burdened
42

Lot or Authority Benefited
41

2. Identity of Easement secondly referred
to in the abovementioned plan:

Easement for Encroaching Structures
0.3 wide (HH) limited in depth

Schedule of Lots Affected

Lot Burdened
42

Lot or Authority Benefited
41

3. Identity of Easement thirdly referred to
in the abovementioned plan:

Easement for Encroaching Structures
variable width (II) limited in depth

Schedule of Lots Affected

Lot Burdened
42

Lot or Authority Benefited
41

4. Identity of Easement fourthly referred to
in the abovementioned plan:


Easement for Encroaching Structures
4 wide (JJ)

Schedule of Lots Affected

Lot Burdened
42

Lot or Authority Benefited
41

cf



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

DP1035823

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

Sheet 2 of 6 Sheets

Subdivision of Lot 107 DP 1017691
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1 (Cont'd.)

**5. Identity of Easement fifthly referred to in
the abovementioned plan:**

Easement for Access variable width
(KK) limited in depth

Schedule of Lots Affected

Lot Burdened
42

Lot or Authority Benefited
41

**6. Identity of Easement sixthly referred to
in the abovementioned plan:**

Easement for Services variable width
(LL)

Schedule of Lots Affected

Lot Burdened
42

Lot or Authority Benefited
41

**7. Identity of Easement seventhly referred
to in the abovementioned plan:**

Easement for Encroaching Structures
variable width (MM) limited in depth

Schedule of Lots Affected

Lot Burdened
42

Lot or Authority Benefited
41

PART 2

1. **TERMS OF EASEMENT FOR ENCROACHING STRUCTURES SECONDLY,
THIRDLY, FOURTHLY AND SEVENTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

1) The owner of the lot benefited:

- (a) may insist that the parts of the structure (the encroaching structure) on the lot benefited which, existed when this easement was created or will exist by 31/12/02, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and

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2

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

DP1035823

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



Sheet 3 of 6 Sheets

Subdivision of Lot 107 DP 1017691
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd.)

- (b) must keep the encroaching structure in good repair and safe condition, and
 - (c) may do anything reasonably necessary for those purposes, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work.
- 2) In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) restore the lot burdened as nearly as is practicable to its former condition, and
 - (d) make good any collateral damage.
- 3) The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
- 4) The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
- 5) This easement, or part of this easement, shall be extinguished at such time as that part of the lot burdened is dedicated as Public Place.

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

Sheet 4 of 6 Sheets

DP1035823

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

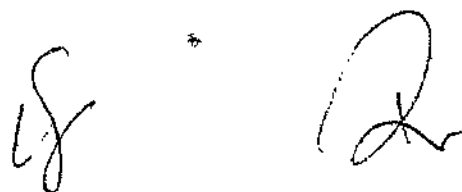
Subdivision of Lot 107 DP 1017691
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd.)

2. **TERMS OF EASEMENT FOR ACCESS FIFTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

- 1) The owner of the lot benefited may:
 - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 2) In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
- 3) This easement, or part of this easement, shall be extinguished at such time as that part of the lot burdened is dedicated as Public Place.



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

Sheet 5 of 6 Sheets

DP1035823

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

Subdivision of Lot 107 DP 1017691
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 2 (Cont'd.)

**3. TERMS OF EASEMENT FOR SERVICES SIXTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

- 1) The body having the benefit of this easement may:
 - (a) provide domestic services supplied by that body through each lot burdened, but only within the site of this easement, and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
- 2) In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
- 3) For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage, stormwater and other fluid wastes.
- 4) This easement, or part of this easement, shall be extinguished at such time as that part of the lot burdened is dedicated as Public Place.



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

Sheet 6 of 6 Sheets

DP1035823

Full Name and Address
of Proprietor of the Land:

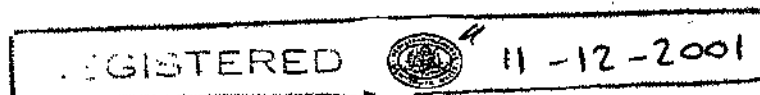
Subdivision of Lot 107 DP 1017691
covered by Council's Certificate
No. of

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000



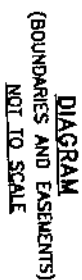

DIRECTOR


SECRETARY



SP67396

- (HH) EASEMENT FOR ENCRATCHING STRUCTURES 0-3 WIDE (HH) LIMITED IN DEPTH
- (II) EASEMENT FOR ENCRATCHING STRUCTURES VARIABLE WIDTH (II) LIMITED IN DEPTH
- (JJ) EASEMENT FOR ENCRATCHING STRUCTURE 4 WIDE (JJ)
- (KK) EASEMENT FOR ACCESS VARIABLE WIDTH (KK) LIMITED IN DEPTH
- (LL) EASEMENT FOR SERVICES VARIABLE WIDTH (LL)
- (MM) EASEMENT FOR ENCRATCHING STRUCTURES VARIABLE WIDTH (MM) LIMITED IN DEPTH



Longline are in motor

Reduction Ratio 1:700

Whisper Drive - Truck

Surveyors Registered under Surveyors Act 1929

General Manager/Advertiser: _____

SURVEYOR'S REFERENCE: 122313/2

SCHEDULE OF UNIT ENTITLEMENT

SP67396

LOT No	U.E.
90	49
91	40
92	51
93	51
94	51
95	48
96	56
97	64
98	65
99	49
100	40
101	51
102	53
103	52
104	50
105	54
106	65
107	65
108	49
109	40

LOT No	U.E.
110	51
111	53
112	52
113	51
114	55
115	65
116	65
117	50
118	42
119	53
120	55
121	55
122	53
123	58
124	66
125	66
126	50
127	42
128	55
129	56

LOT No	U.E.
130	57
131	56
132	59
133	66
134	66
135	50
136	40
137	55
138	57
139	57
140	56
141	59
142	70
143	70
144	51
145	43
146	71
147	67
148	76
149	78

LOT No	U.E.
150	86
151	39
152	49
153	51
154	49
155	49
156	56
157	72
158	72
159	14
160	128
161	87
162	83
163	96

AGG. 4,271

Reduction Ratio 1:

Lengths are in metres


Large Print Text
Small Text

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 122313/2

CARPARKING LEVEL 1

SP67396

- ⊙ DENOTES 90°
- ⊙ DENOTES VISITOR PARKING-CP
- ⊙ DENOTES STORE
- ⊙ DENOTES COMMON PROPERTY
- ⊙ DENOTES PROLONGATION OF CENTRE OF COLUMN

SHEET 5 ADDONS

- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person/Accredited Certifier

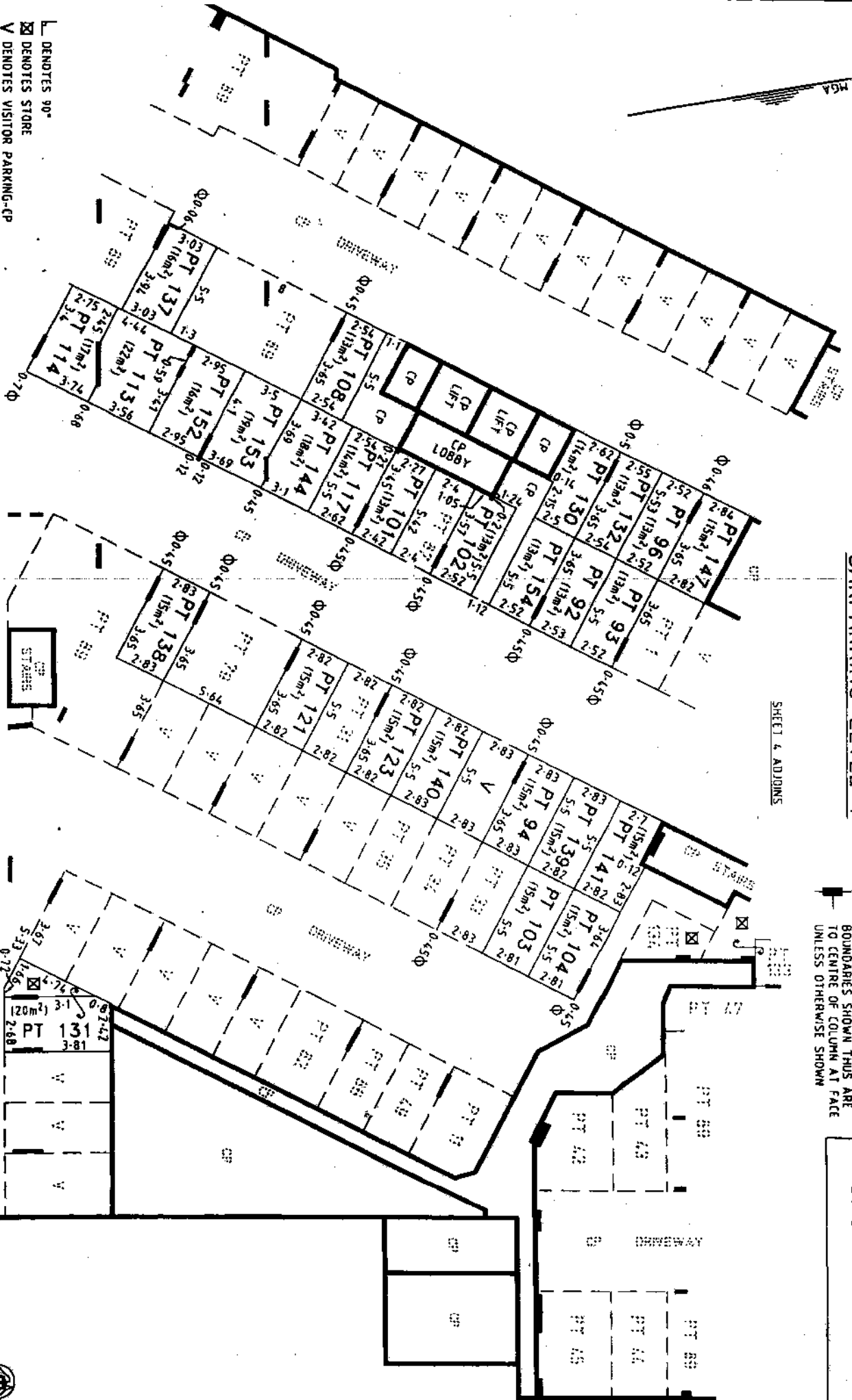


CARPARKING LEVEL 1

SHEET 4 ADJOINS

BOUNDARIES SHOWN THUS
ARE TO CORNER OF COLUMN
BOUNDARIES SHOWN THUS ARE
TO CENTRE OF COLUMN AT FACE
UNLESS OTHERWISE SHOWN

SP67396



☒ DEMOTES 90°
☒ DEMOTES STORE
☒ DEMOTES VISITOR PARKING-CP
☒ DEMOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

☒ DEMOTES PROLONGATION OF CENTRE OF COLUMN
☒ DEMOTES PROLONGATION OF FACE OF COLUMN

Reduction Ratio 1:200

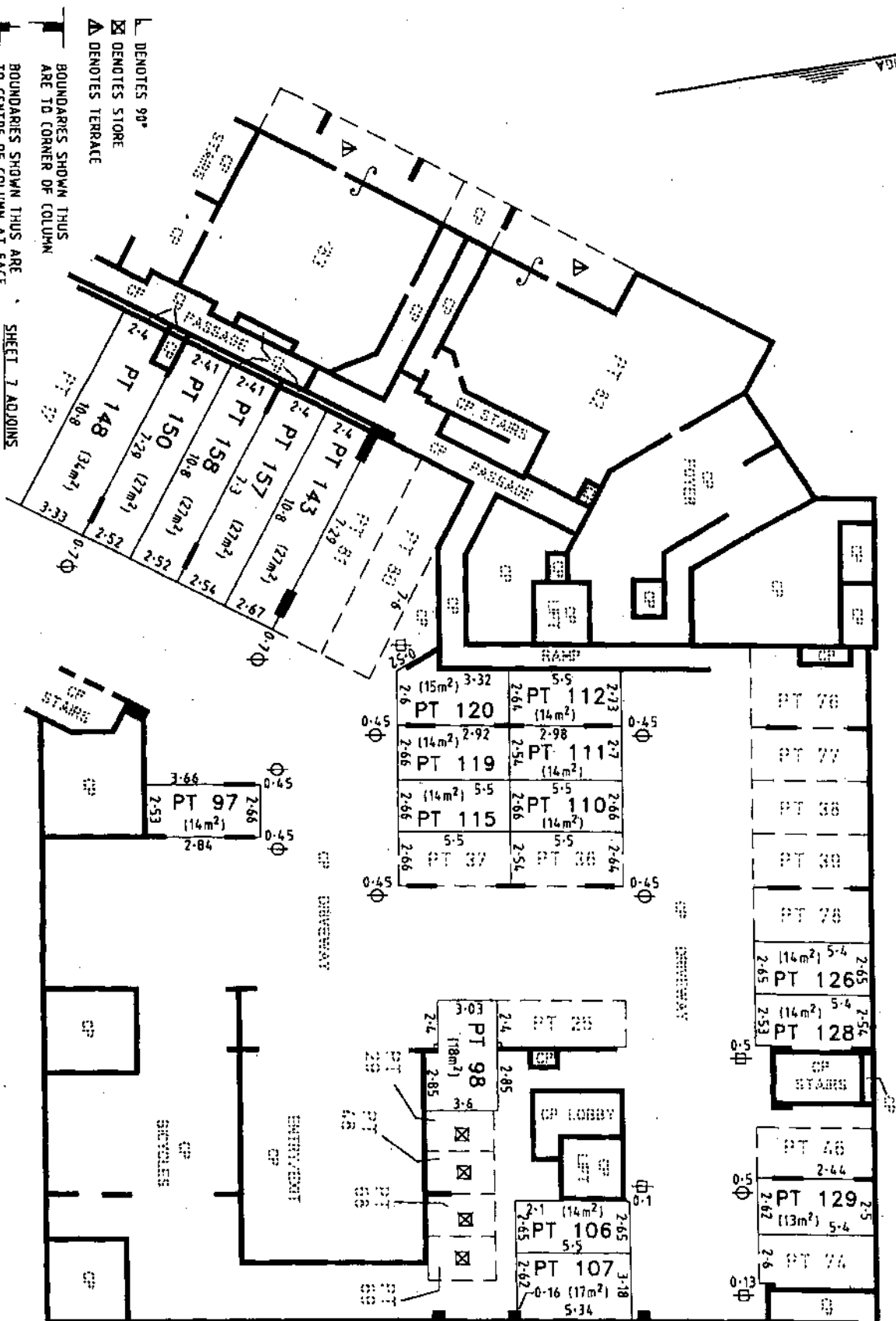
Lengths are in metres



Surveyor Registered under Surveyors Act 1920
 General Manager/Authorised Person/Accredited Certifier
 SURVEYOR'S REFERENCE: 122313/2

GROUND LEVEL

SP67396



- ⊥ DENOTES 90°
- ⊠ DENOTES STORE
- △ DENOTES TERRACE
- BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE
- UNLESS OTHERWISE SHOWN
- CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- Φ DENOTES PROLONGATION OF CENTRE OF COLUMN
- Φ DENOTES PROLONGATION OF FACE OF COLUMN

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1978

General Manager/Authorised Person/Accredited Certifier

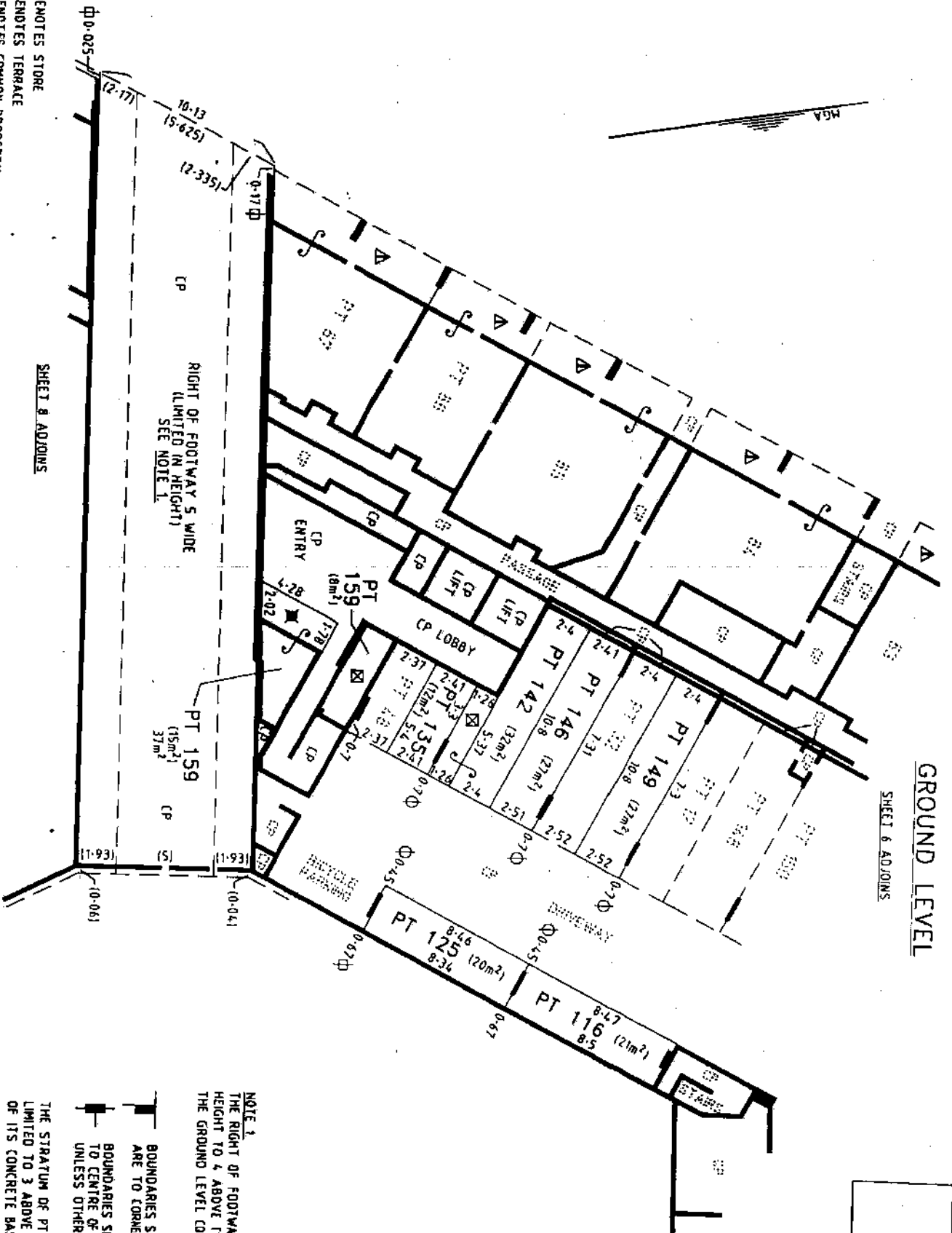


WARNING: CHEASING ON POLYUM WILL LEAD TO REGULATION

GROUND LEVEL

SHEET 6 ADJOINS

SP67396



NOTE 1

THE RIGHT OF FOOTWAY 5 WIDE IS LIMITED IN HEIGHT TO 4 ABOVE THE UPPER SURFACE OF THE GROUND LEVEL CONCRETE FLOOR

- BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN
- BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN
- THE STRUTUM OF PT 159 DENOTED IS LIMITED TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE

SHEET 8 ADJOINS

- ☒ DENOTES STORE
- ▲ DENOTES TERRACE
- CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA Schemes (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY

- Φ DENOTES PROLONGATION OF CENTRE OF COLUMN
- Φ DENOTES PROLONGATION OF FACE OF COLUMN OR WALL

Reduction Ratio 1:200

Surveyor Registered under Surveyors Act 1929

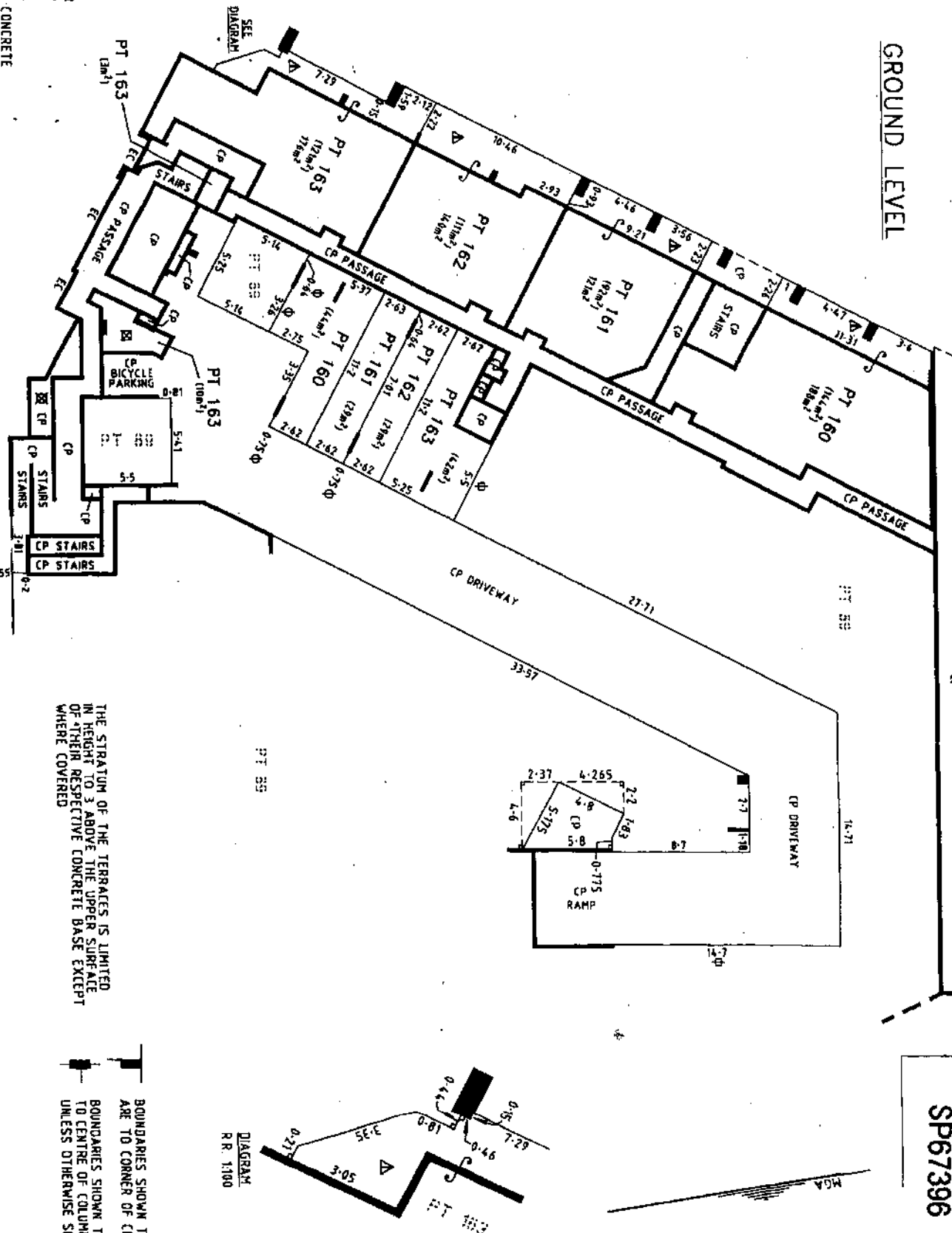
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 127111/7



TRAINING: UNLOADING ON FOLDING WILL LEAD TO REJECTION
SHEET 7 ADJOINS

GROUND LEVEL



- DENOTES 90°
- ▣ DENOTES PLANTER
- ▢ DENOTES STORE
- ▤ DENOTES TERRACE
- ▥ DENOTES EDGE OF CONCRETE
- CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

- ⊙ DENOTES PROLONGATION OF CENTRE OF COLUMN
- ⊕ DENOTES PROLONGATION OF FACE OF COLUMN

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

BOUNDARIES SHOWN THIS ARE TO CORNER OF COLUMN OR WALL BOUNDARIES SHOWN THIS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

Reduction Ratio 1:250

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Registered Certifier

Surveyor's Reference: 122313/2

MGA

LEVEL 1

SP67396

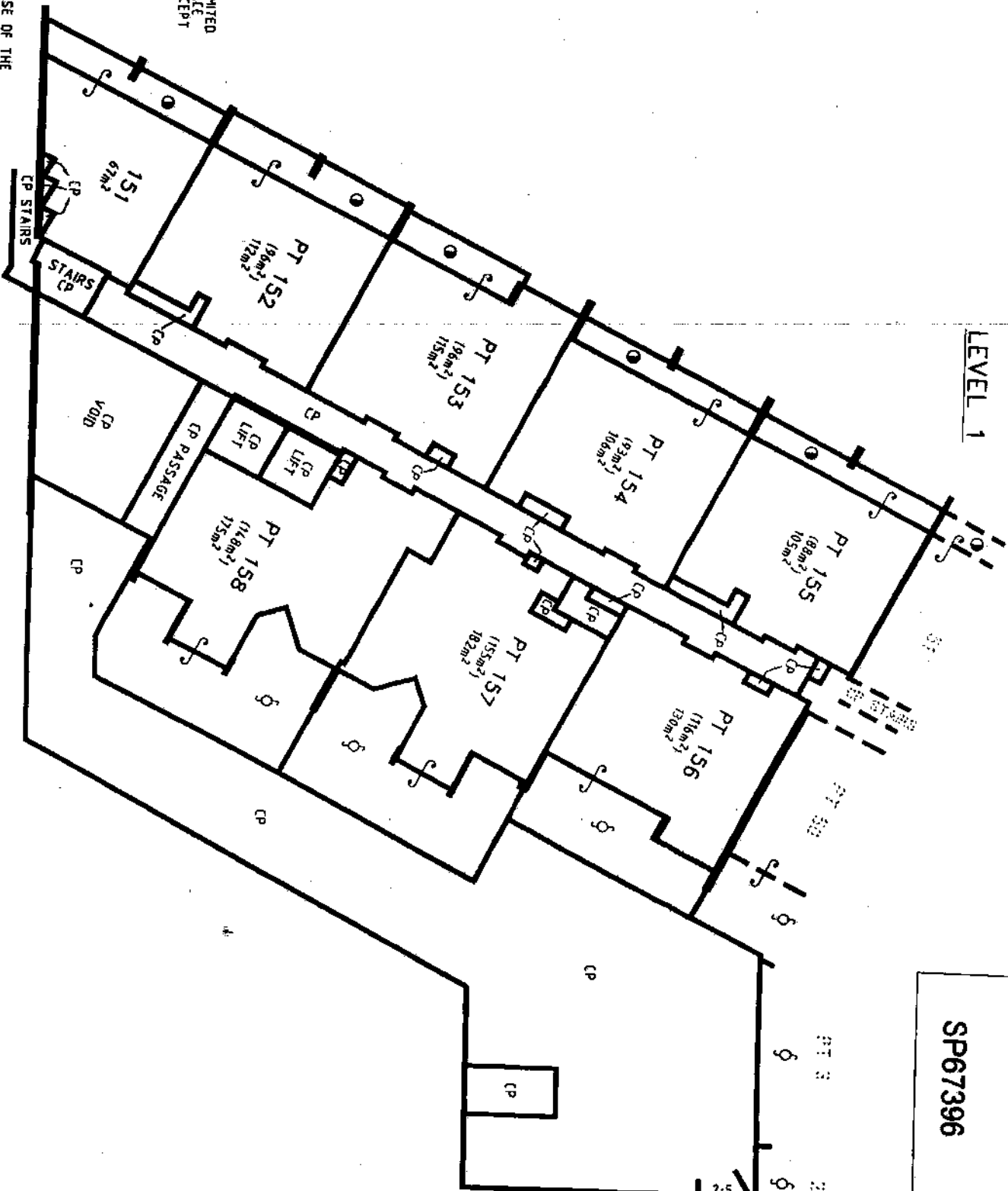
THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

○ DENOTES BALCONY (COVERED)

○ DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.



Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier

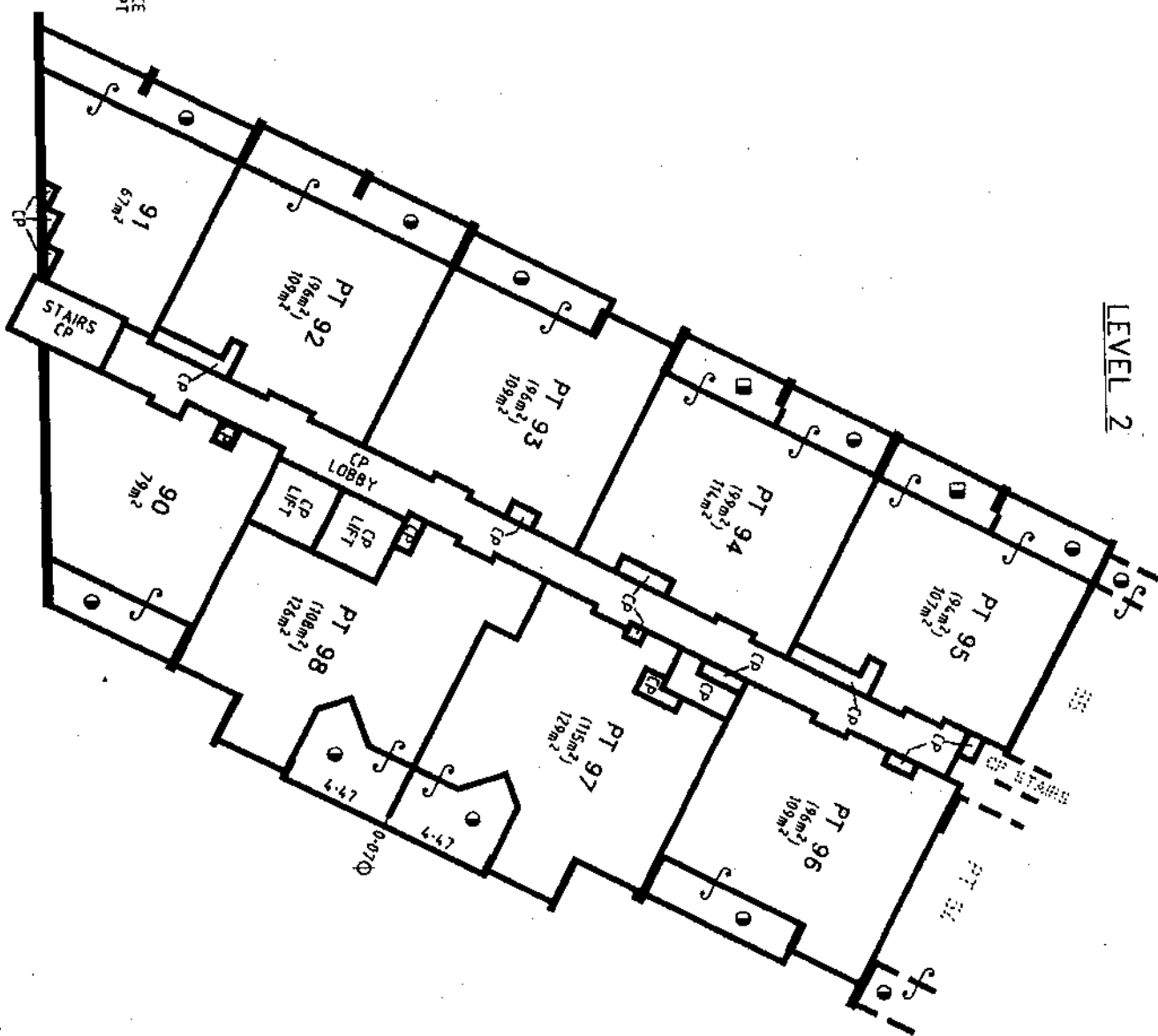


SP67396

*OFFICE USE ONLY

MDA

LEVEL 2



THE STRUTTING OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

DENDOTES ENCLOSED BALCONY

○ DENOTES BALCONY

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY

Φ DENOTES PROLONGATION OF CENTRE OF WALL

Reduction Ratio 1:200

Lengths are in meters



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Surveyor Registered under Surveyors Act 1929

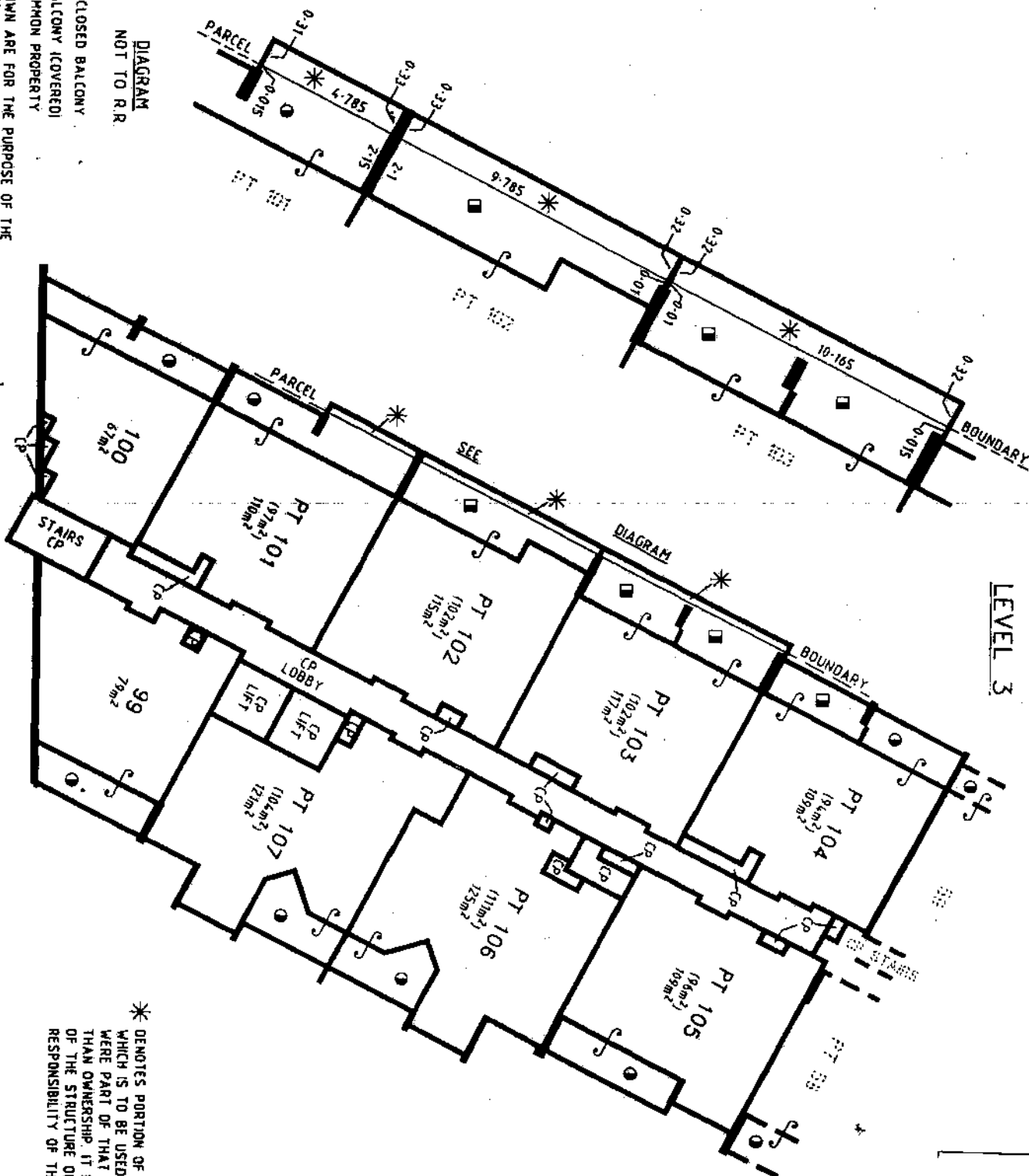
General Manager/Authorised Person/Accredited Person

ALBUQUERQUE'S OFFICIALS. 177217/77

■ DENOTES ENCLOSED BALCONY
● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

DIAGRAM
NOT TO R.R.



LEVEL 3

SP67396

* DENOTES PORTION OF BALCONY OUTSIDE PARCEL WHICH IS TO BE USED BY ADJOINING LOTS AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN OWNERSHIP. IT IS INTENDED THAT MAINTENANCE OF THE STRUCTURE OUTSIDE THE PARCEL IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person/Accredited Certifier
SURVEYOR'S REFERENCE: 122313/2

SP67396

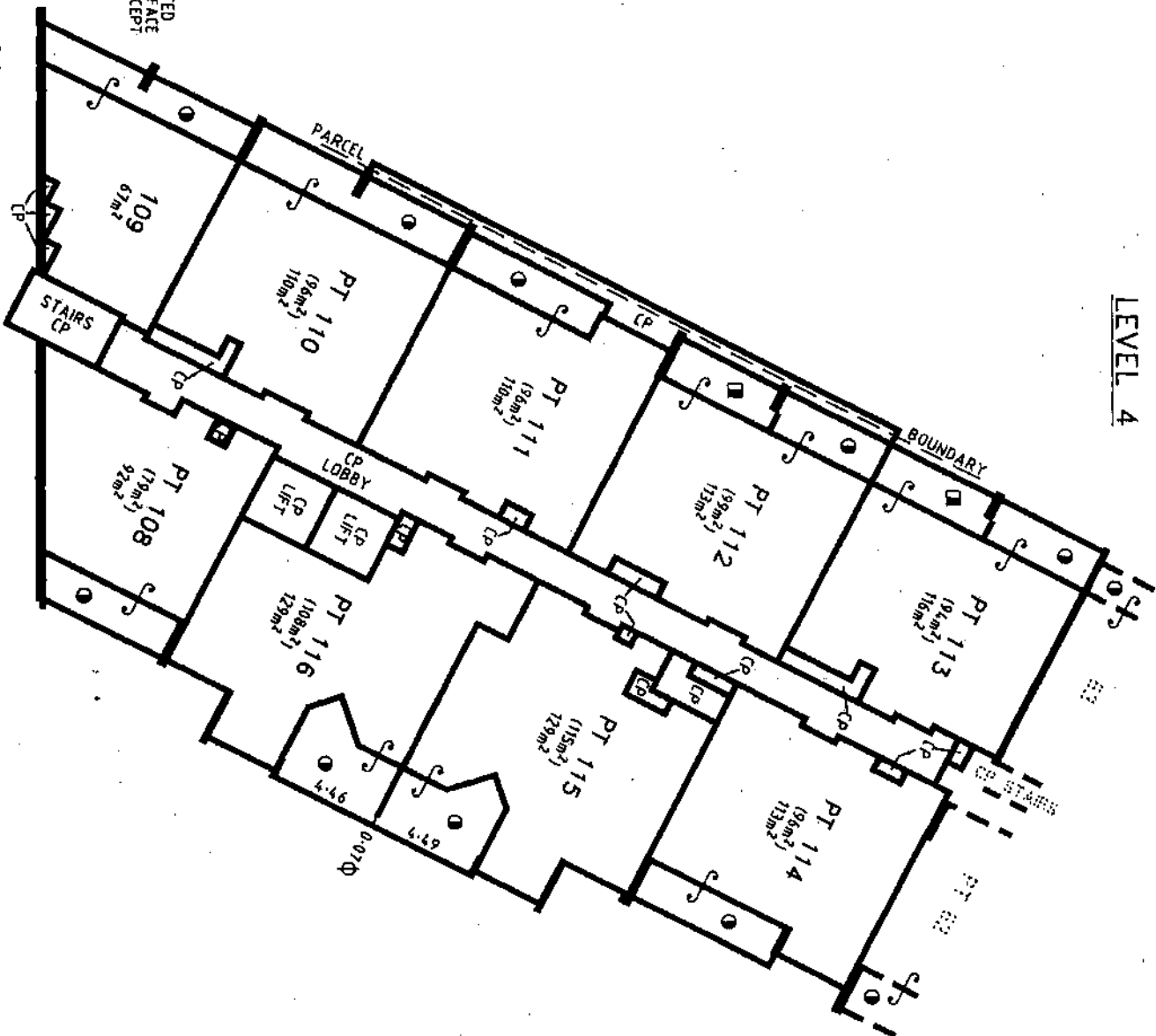
LEVEL 4

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED

■ DENOTES ENCLOSED BALCONY
● DENOTES BALCONY
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEMHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Φ DENOTES PROLONGATION OF CENTRE OF WALL



Reduction Ratio 1:200

Lengths are in metres



Alana Birrell

Surveyor Registered under Surveyors Act 1929

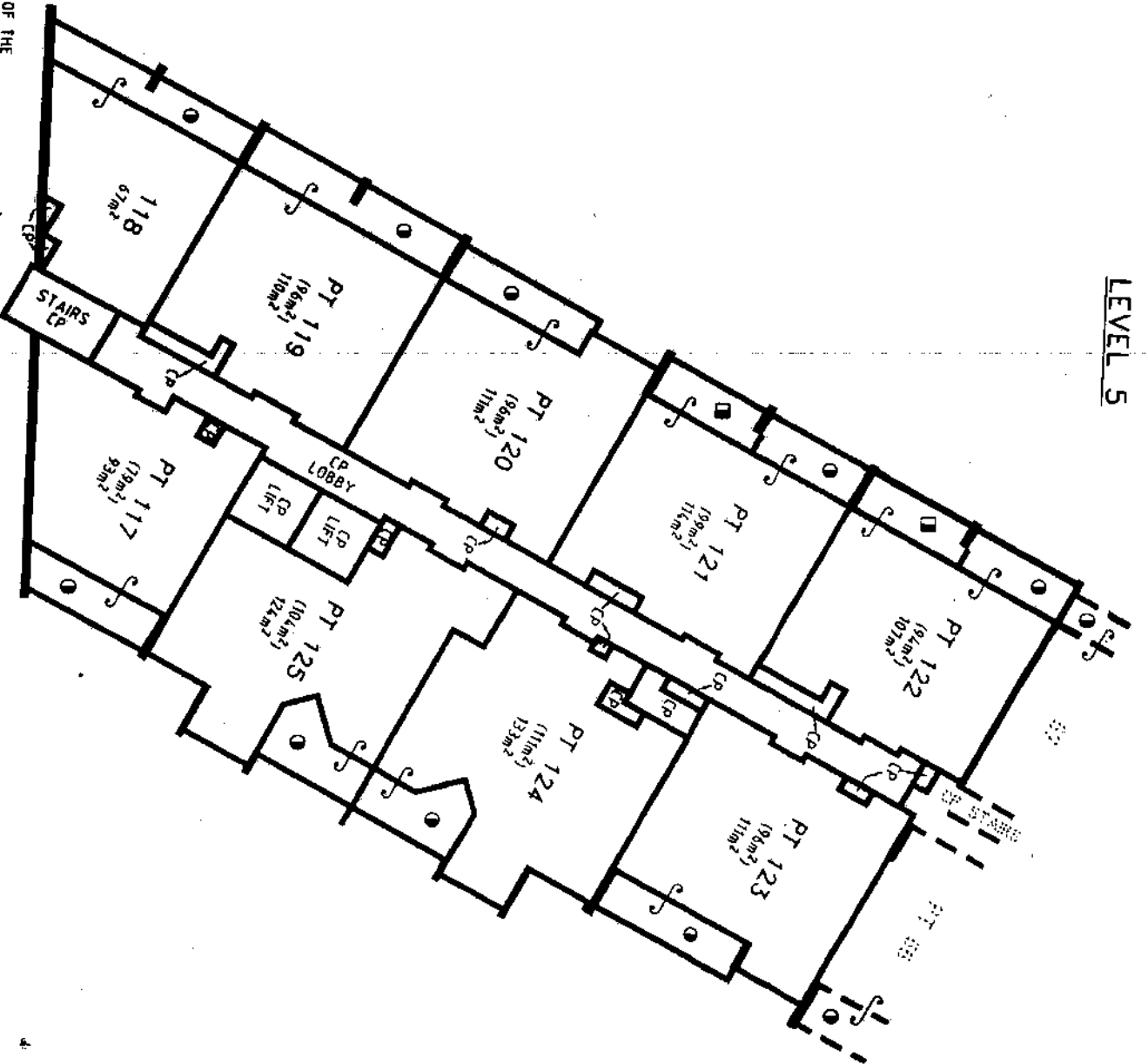
General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 197317/7

LEVEL 5

SP67396

Sheet No. 13 of 18 Sheets



■ DENOTES ENCLOSED BALCONY
○ DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1979
General Manager/Authorised Person/Accredited Certifier

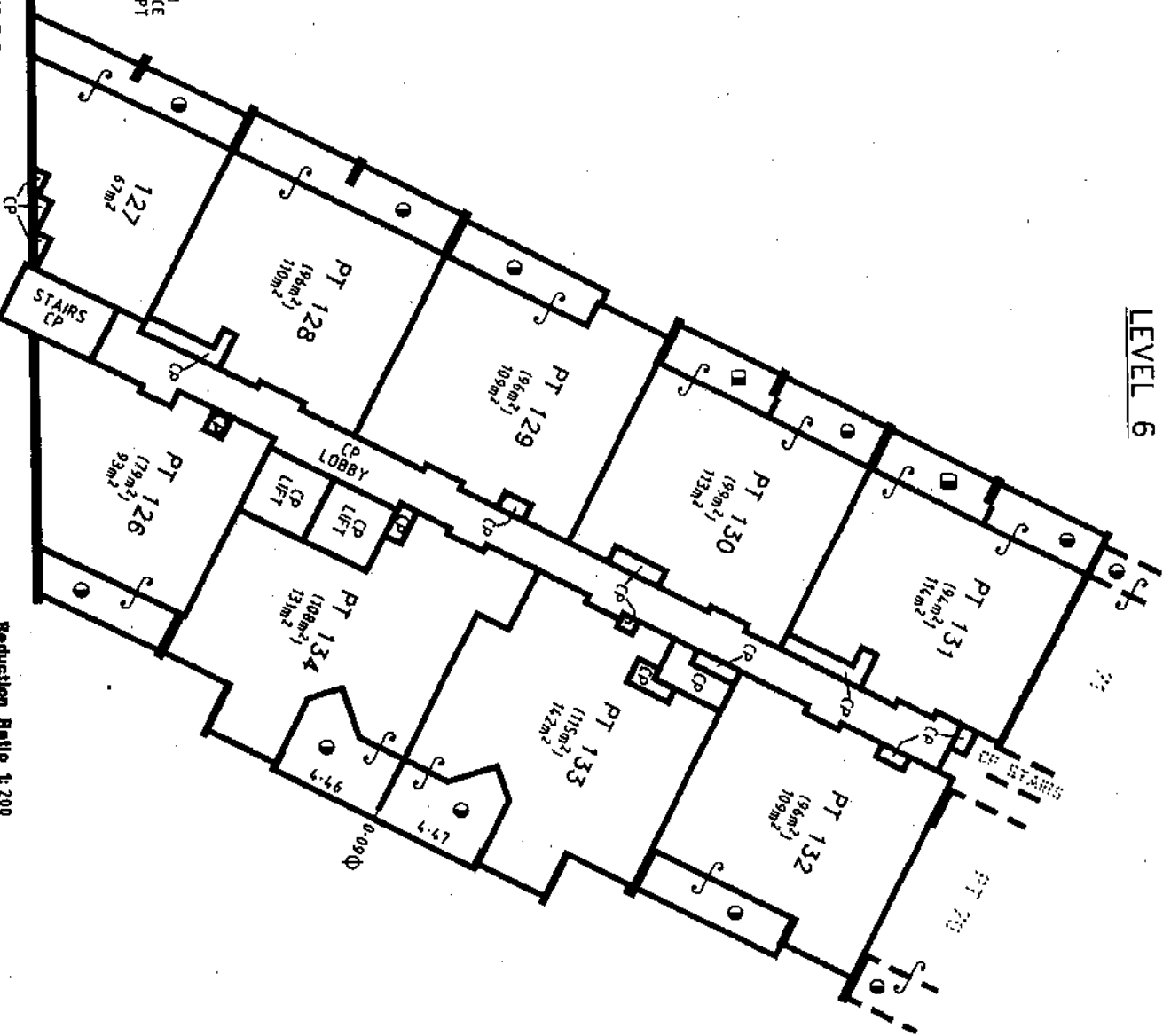


THE STRATUM OF THE BALCONIES IS LIMITED
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 OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
 WHERE COVERED
 ■ DENOTES ENCLOSED BALCONY
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 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
 AND ARE APPROXIMATE ONLY.

Φ DENOTES PROLONGATION OF CENTRE OF WALL

LEVEL 6

SP67396



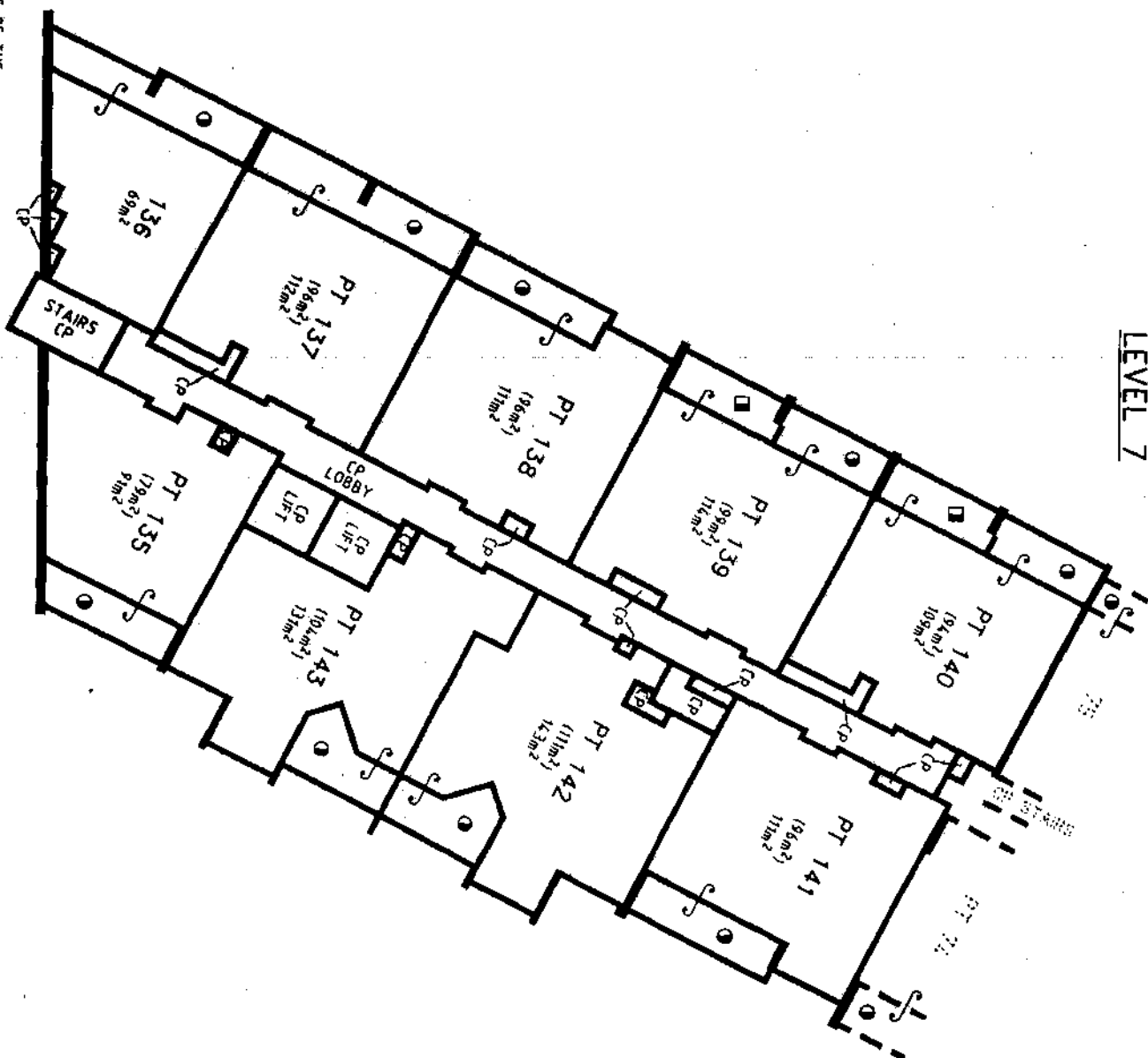
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Lengths are in metres



Surveyor Registered under Surveyors Act 1929
 General Manager/Authorised Person/Accredited Certifier
 SURVEYOR'S REFERENCE: 122313/2

LEVEL 7



■ DENOTES ENCLOSED BALCONY.
● DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

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Reduction Ratio 1:200

Lengths are in metres

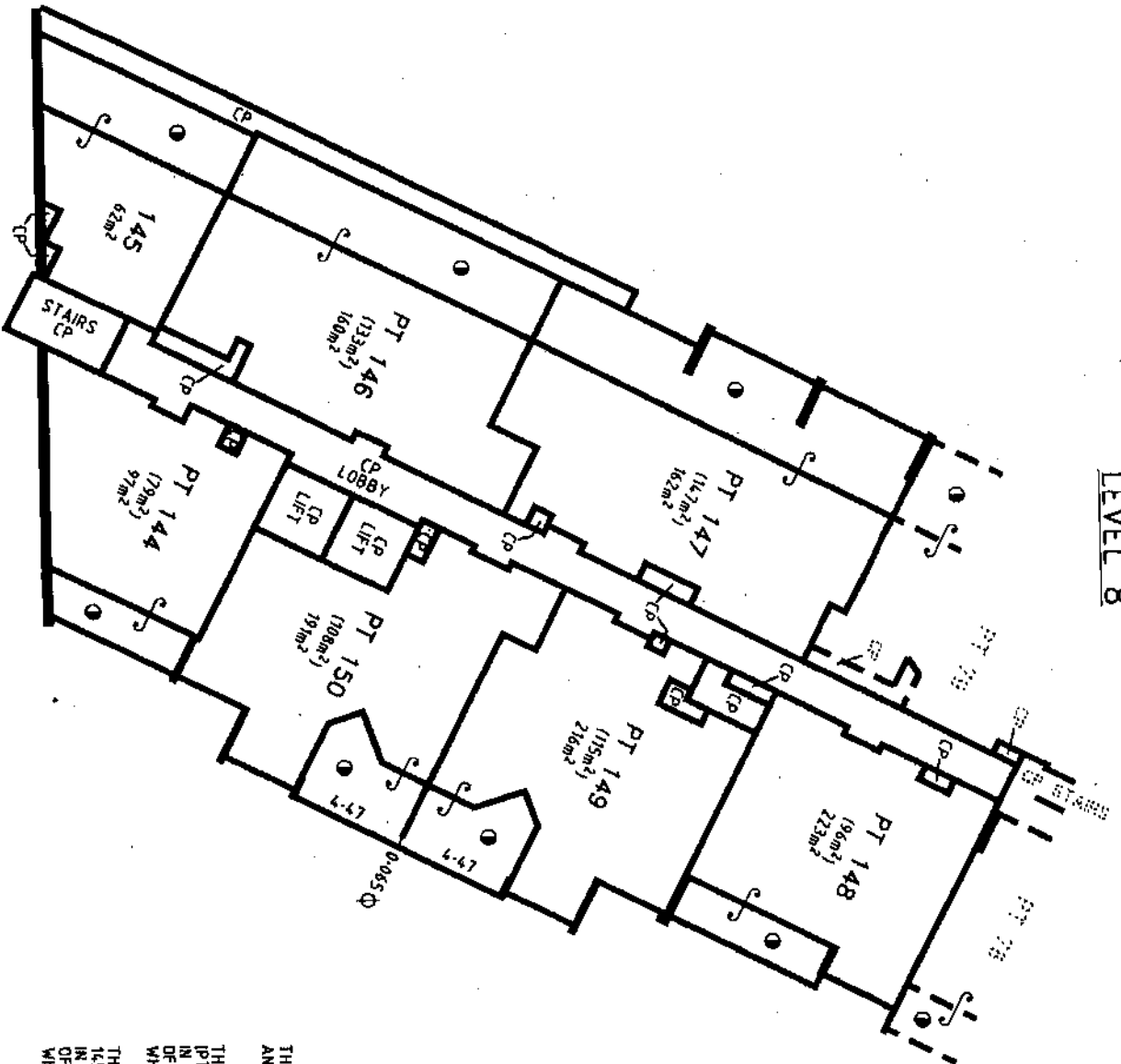


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SURVEYOR'S REFERENCE: 122313/2

General Manager/Authorised Person/Accredited Certifier

LEVEL 8

SP67396



● DENOTES BALCONY
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

○ DENOTES PENETRATION OF CENTRE OF WALL

THE STRATUM OF THE BALCONIES (PT 144, PT 145, PT 146, AND PT 147) IS LIMITED IN HEIGHT TO 5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED.

THE STRATUM OF THE BALCONIES (PT 144, PT 145, PT 146, AND PT 147) IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED.

THE CIRCULAR STAIRS WITHIN PT 148, PT 149 AND PT 150 FORM PART OF THE LOT.

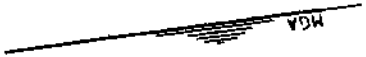
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Lengths are in metres

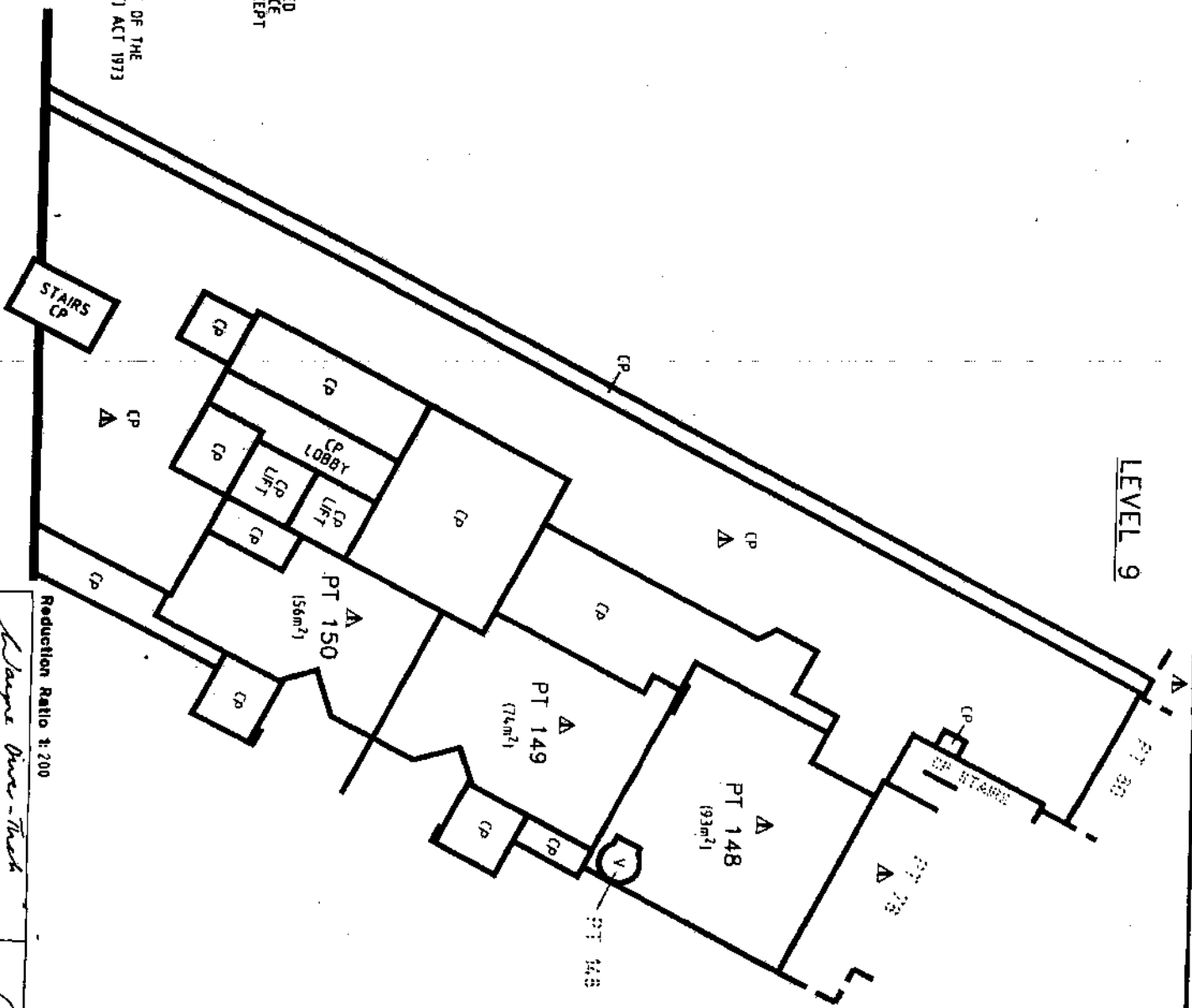


Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person/Accredited Certifier



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OF THEIR RESPECTIVE CONCRETE BASE EXCEPT
WHERE COVERED
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CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.



LEVEL 9

SP67396

Reduction Ratio 1:200

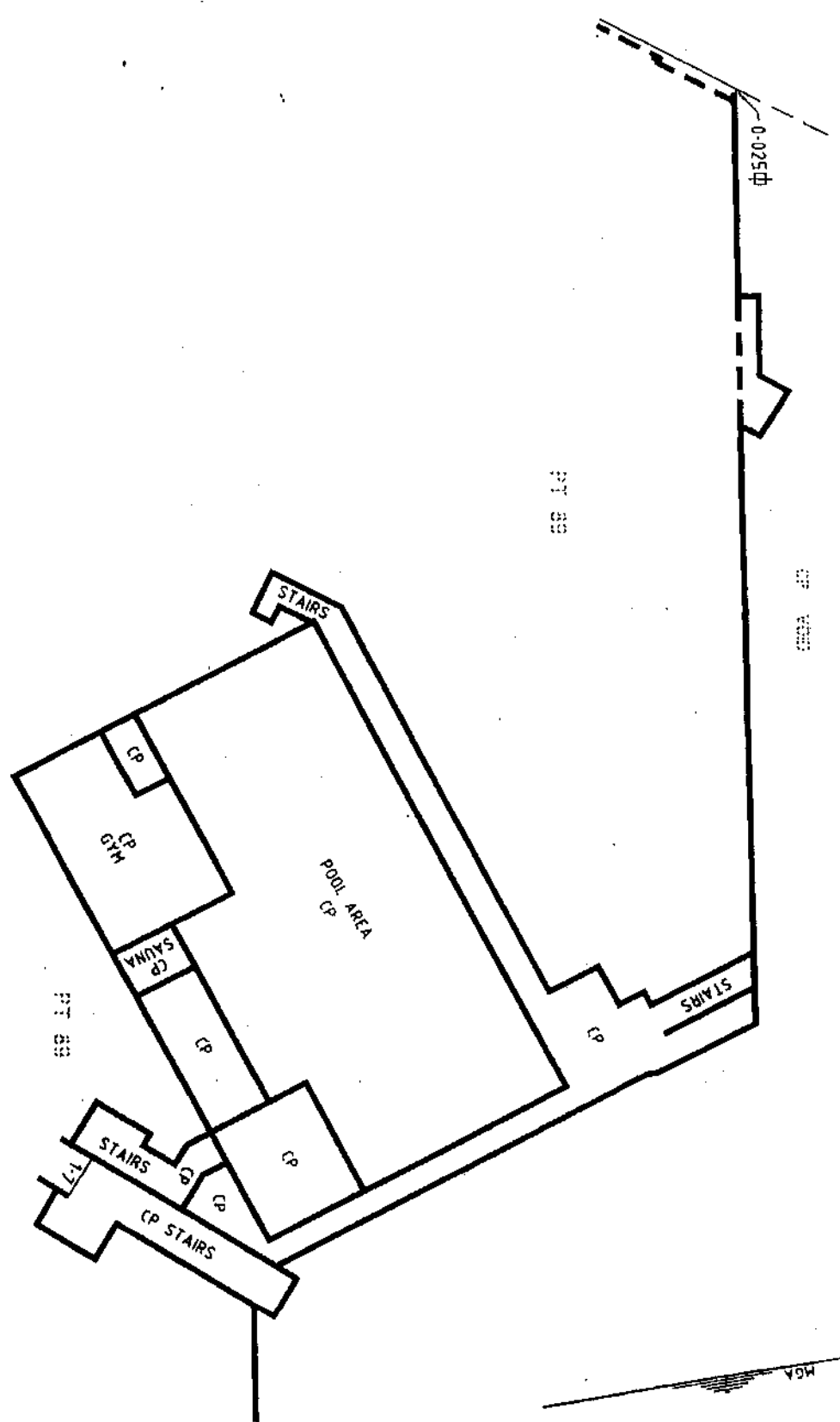
Lengths are in metres



Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person/Accredited Certifier
Supervisor's REFERENCE: 122313/2

POOL BUILDING

SP67396



PT 100

PT 100

STAIRS

CP STAIRS

STAIRS

POOL AREA
CP

CP GYM

CP SAUNA

CP

CP

CP

CP

CP 1000

0.025 CP

MGA

CP DENOTES PROLONGATION OF FACE OF WALL
CP DENOTES COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres



Surveyor Registered under Surveyors Act 1929
General Manager/Authorised Person/Accredited Certifier
Signature: *Alanya Pire-Turk*
Signature: *Q. Coll*
STANDARD FORM 6

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

SP67396

Sheet 1 of 1 Sheet

Plan of Subdivision of
Lot 88 in SP 67161

Full Name and Address of Proprietor of the Land:

Meriton Apartments Pty. Limited,
267-277 Castlereagh Street,
Sydney, NSW 2000

PART 1

1. Identity of Easement firstly referred to
in the abovementioned plan:

Right of Footway 5 wide (limited
in height)

Schedule of Lots Affected

Lot Burdened
The Common Property

Authority Benefited
South Sydney City Council

NAME OF AUTHORITY EMPOWERED TO RELEASE OR VARY OR MODIFY THE RIGHT
OF FOOTWAY REFERRED TO:

South Sydney City Council.



DIRECTOR

SECRETARY

REGISTERED  17. 2. 2002

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AM753824W

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/SP67161	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any Collection Turnbull Bowles Lawyers Box Suite 603, Level 6, 541 Kent Street, Sydney NSW 2000. Tel: 02 8272-1999 1W Reference: 11832:MA	CODE CH

- (C) The Owners-Strata Plan No. 67161 certify that a special resolution was passed on 2/5/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Laws 25 to 30 inclusive
Amended by-law No. NOT APPLICABLE
as fully set out below:
SEE ANNEXURE "A"

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

(G) The seal of The Owners-Strata Plan No. 67161 was affixed on 21 September 2017 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:

Authority:

Alex Borzilo
Strata Manager

Signature:

Name:

Authority:



**STRATA SCHEME NO 67161
788-822 BOURKE STREET, WATERLOO NSW 2017**

ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS

Special By-Law 25: Limit on occupancy

- a) An owner or occupier of a lot must not cause or permit more than two (2) adults per bedroom to reside in their lot, being a lot that is a residence.
- b) In this by-law a term defined in the *Strata Schemes Management Act 2015 (NSW)*, whether generally or for the purposes of section 137 of that Act, has the same meaning.

Special By-Law 26: Delegation to the strata committee

The owners corporation, within the meaning of section 110(6)(b) of the *Strata Schemes Management Act 2015 (NSW)*, delegates its functions, for the purposes of section 110 of that ACT, to the strata committee.

Special By-Law 27 – Lot 38 Works

1. Part 1: Introduction

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the *Strata Schemes Management Act 2015 (NSW)*.
- (2) The effect of the by-law is to grant the Owner of Lot 38 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the *Strata Schemes Management Act 2015 (NSW)* and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

2. Part 2: Definitions and Interpretation

- (1) In this by-law:
 - (a) **Approval of Council** means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
 - (b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
 - (c) **Bond** means a cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.
 - (d) **Council** means the state or local government body or planning authority with authority to determine applications under the *Environmental Planning and Assessment Act 1979 (NSW)*.

THE COMMON SEAL of THE OWNERS – STRATA PLAN NO 67161
was affixed on the 21 day of September 2017 in the presence of

Names: Alex Borgia
Signatures: B. A.

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



- (e) **Hard Surface Flooring** means any flooring that is not carpet or underlay.
- (f) **Lot 38** means Lot 38 in Strata Plan 67161.
- (g) **Owner** means the owner from time to time of Lot 38.
- (h) **Owners Corporation** means the owners corporation of Strata Plan 67161.
- (i) **Special By-Law 6** means Special By-Law 6 in registered dealing AE72785 (Works) registered in the Strata Scheme.
- (j) **Special By-Law 14** means Special By-Law 14 in registered dealing AH21946 (Amendment Special By-Law 6 "Works" in registered dealing AE72785) registered in the Strata Scheme.
- (k) **Special By-Law 19** means Special By-Law 19 in registered dealing AH887910 (Installation of Hard Surface Flooring) registered in the Strata Scheme.
- (l) **Strata Scheme** means the Strata Scheme in relation to Strata Plan 67161.
- (m) **Works** means the works to the Lot and common property described as follows:

(i) Kitchen Level 6:

- i. Completely remove old U shaped kitchen;
- ii. Replace with L shape and incorporate an island bench;
- iii. New appliances including oven, hot plates, dish washer, integrated fridge, sink, taps, hot/cold/sparkling water tap, extraction system;
- iv. Pantry built on passage way wall up to bulkhead.

(ii) Bedroom Level 6:

- i. Install a wall unit of cupboards incorporating a Vintec wine cellar;

(iii) Bathroom Level 6:

- i. Replace vanity and cupboard space;
- ii. Retain basin and taps;
- iii. Retain bath;
- iv. New shower head (rain and hand nozzle on rail) at existing end of bath;
- v. Replace sliding glass doors with swing door;
- vi. Re-grout floor tiles.

(iv) Laundry Level 6:

- i. Re-grout existing floor tiles;
- ii. Replace storage cupboards.

(v) Bathroom Level 7:

- i. Replace vanity and cupboard space;
- ii. Remove bath and sliding doors;
- iii. Replace with walk in shower and half glass wall;
- iv. New shower head (rain and hand nozzle on rail) on opposite wall;
- v. New floor and wall tiles;
- vi. New toilet system;
- vii. New towel rails.

(vi) Flooring Level 6 and 7:

- i. Re-carpet Bedroom Level 7 and Bedroom Level 6;
- ii. Re-grout Bathroom Level 6 tiles and Laundry;
- iii. New tiles in Bathroom Level 7 to walls and floor;
- iv. Install wooden floorboards comprising satin blackbutt wooden floorboards with appropriate underfelt to kitchen, lounge, stairs and entry hall.

which works are more particularly described in the following documents copies of which were **attached** to the notice of this meeting and marked with the letter "A":

(vii) 8 x Undated Plans and Specifications prepared by Andrew Wright;

(viii) Costing for New Bathroom/Laundry and Kitchen prepared by Brindabella Home Improvements dated 29 June 2016 including Appendix "A" – Specifications and Appendix "B" – Trade Works and Appendix "C" – Additional Services;

3. Part 3: Grant of Special Privilege in Respect of the Common Property

1. On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

4. Part 4: Conditions Required Before the Works Commence

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
 - (a) A copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
 - (b) A copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
 - (c) A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
 - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not:
 - a. damage the building or any part of it or affect its structural integrity directly or indirectly; and
 - b. damage or affect the integrity of waterproofing; and

- c. damage or affect the integrity of fire safety separations between the Owners lot, the other Lots and common property.
- (e) Evidence the Hard Surface Flooring which is proposed to be installed as part of the Works will be subject to Impact Sound Isolation rating in accordance with Special By-Law 19.
- (f) An itemised quotation and licence details from the tradesperson who has been retained to carry out the works.
- (g) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
- (h) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
- (i) A cheque for the sum of \$500.00 (inclusive of GST) made payable to the Owners-Strata Plan 67161 in respect of the Bond required by Special By-Law 14.
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of:
 - (a) The proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.
 - (b) The proposed location, style, design and type of any Hard Surface Flooring which is proposed to be installed as part of the Works.

5. Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner must ensure:
 - (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
 - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
 - (c) That appropriately qualified and licenced tradespeople are engaged.
 - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 16 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.
- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday Inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

6. **Part 6: Requirements following completion of the Works.**

- (1) After completion of the Works, the Owner must provide the Owners Corporation with:
 - a. a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979; and
 - b. a copy of a certificate from a duly qualified structural engineer addressed to the Owners Corporation certifying that the Works have been carried out in accordance with the procedures approved by the structural engineer.

7. **Part 7: Maintenance of the Common Property**

1. The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
2. Subject to clause 7.1 and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

8. **Part 8: Indemnity and Costs**

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation

against any liability or expense for damage to the improvements installed in the course of the Works.

- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

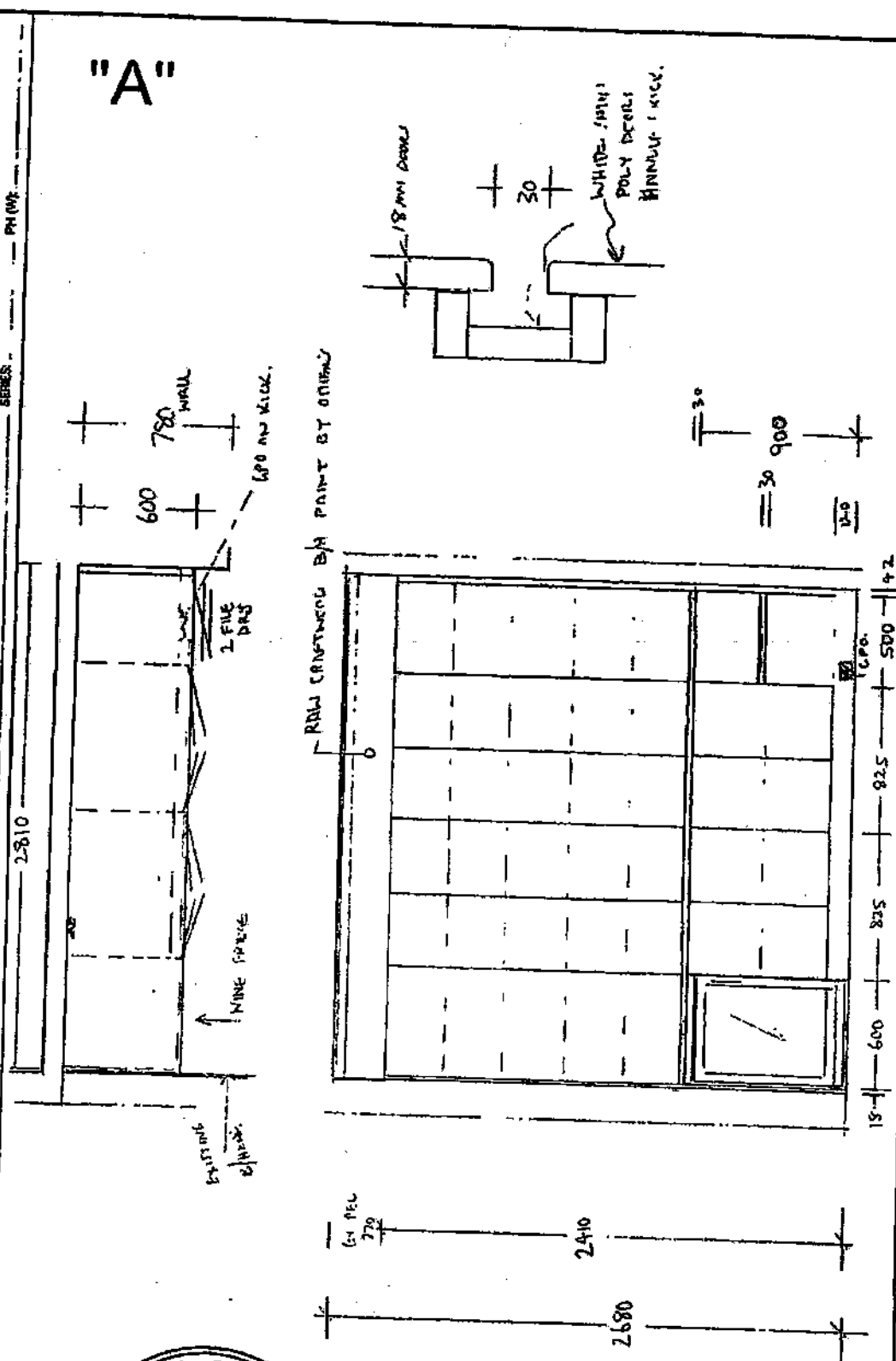
9. Part 9: Breach of a Term of the By-Law

1. If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
2. Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 38 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
3. Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
5. The Owners Corporation may apply the Bond towards the costs incurred by the Owners Corporation to carry out that work.

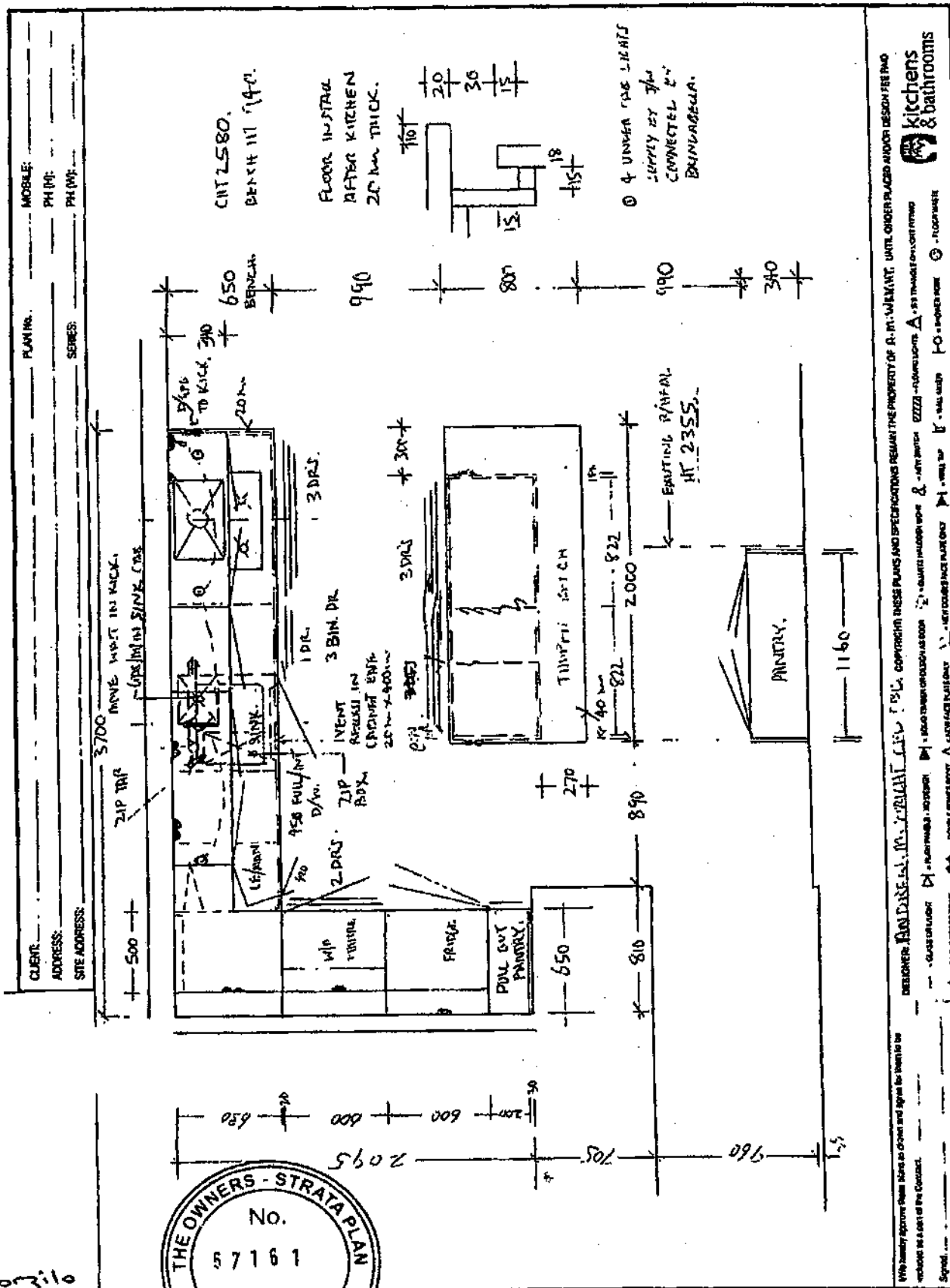
10. Part 10: Existing By-Laws

- (1) The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.

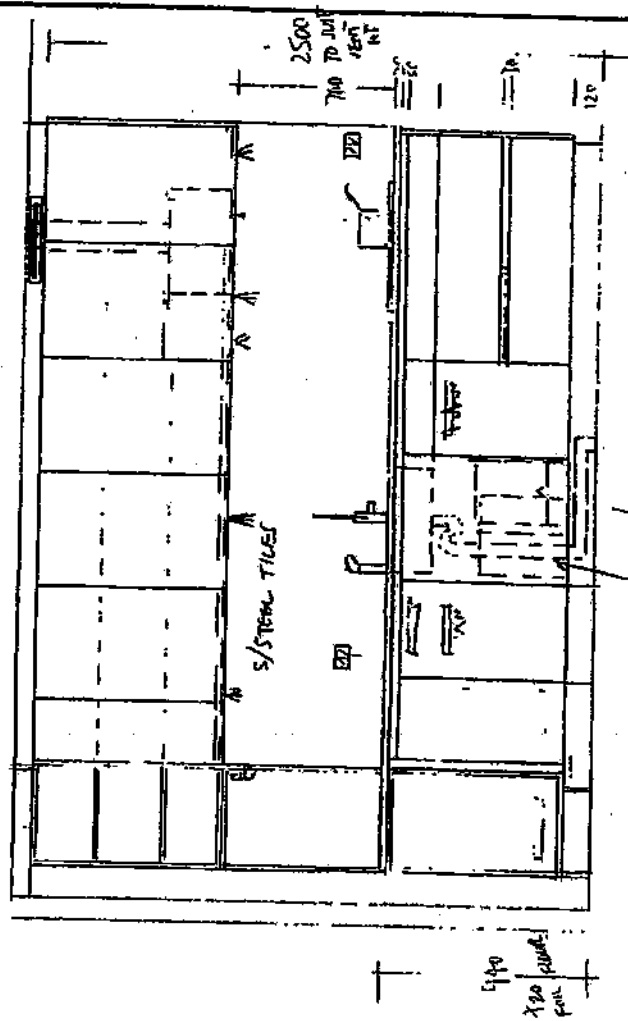
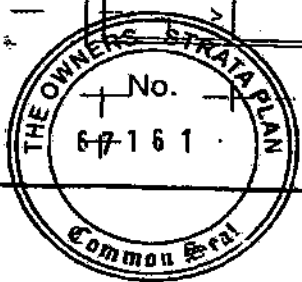
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Alex Borzillo
B. [Signature]
21/09/2017



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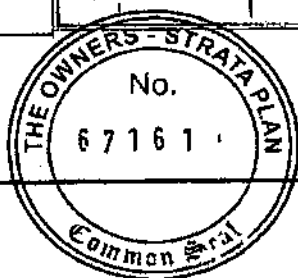
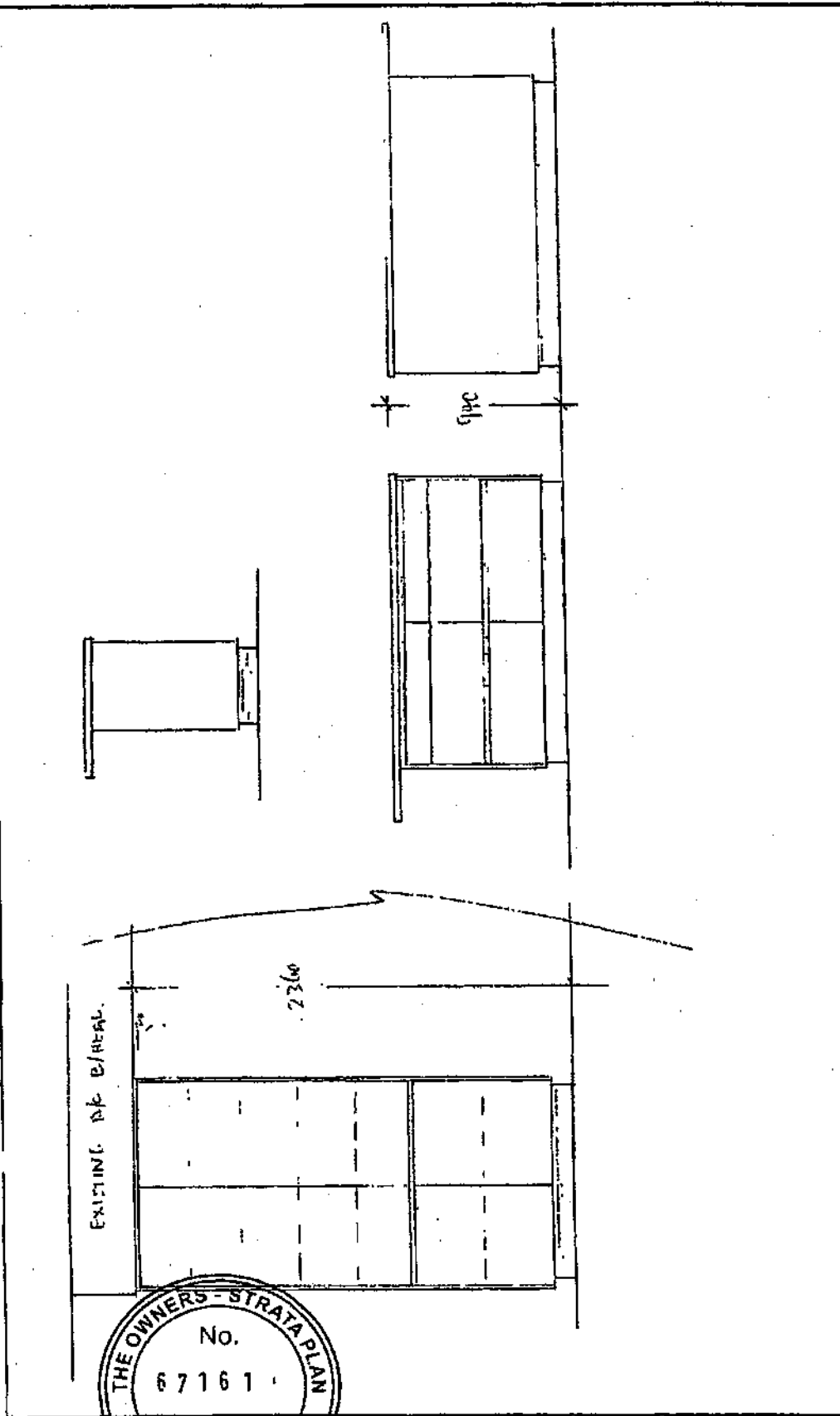


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Alex Borzillo
 P. [Signature]
 21/09/2017

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 SITE ADDRESS: _____ SERIES: _____ PH (M): _____



DESIGNER: [Signature] NO. [Signature] CND. [Signature] UNTIL ORDER PLACED ANOTHER DESIGN FEE PAID

THIS DRAWING IS THE PROPERTY OF [Signature] AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF [Signature]

Legend:

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Sign: _____ Date: _____

A circular stamp with the text "THE OWNERS - STRATA PLAN" around the top inner edge and "Common Seal" around the bottom inner edge. In the center, it says "No. 67161".

Alex Gargilo
B. *[Signature]*
21/09/2017

CLIENT: _____ ADDRESS: _____ SITE ADDRESS: _____	PLANING: _____ SERIES: _____	MOBILE: _____ PH (P): _____ PH (M): _____
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BATHROOM 2 LOWER FLOOR

REMOVE SHOWER SCREEN & CLEAN UP SILICON

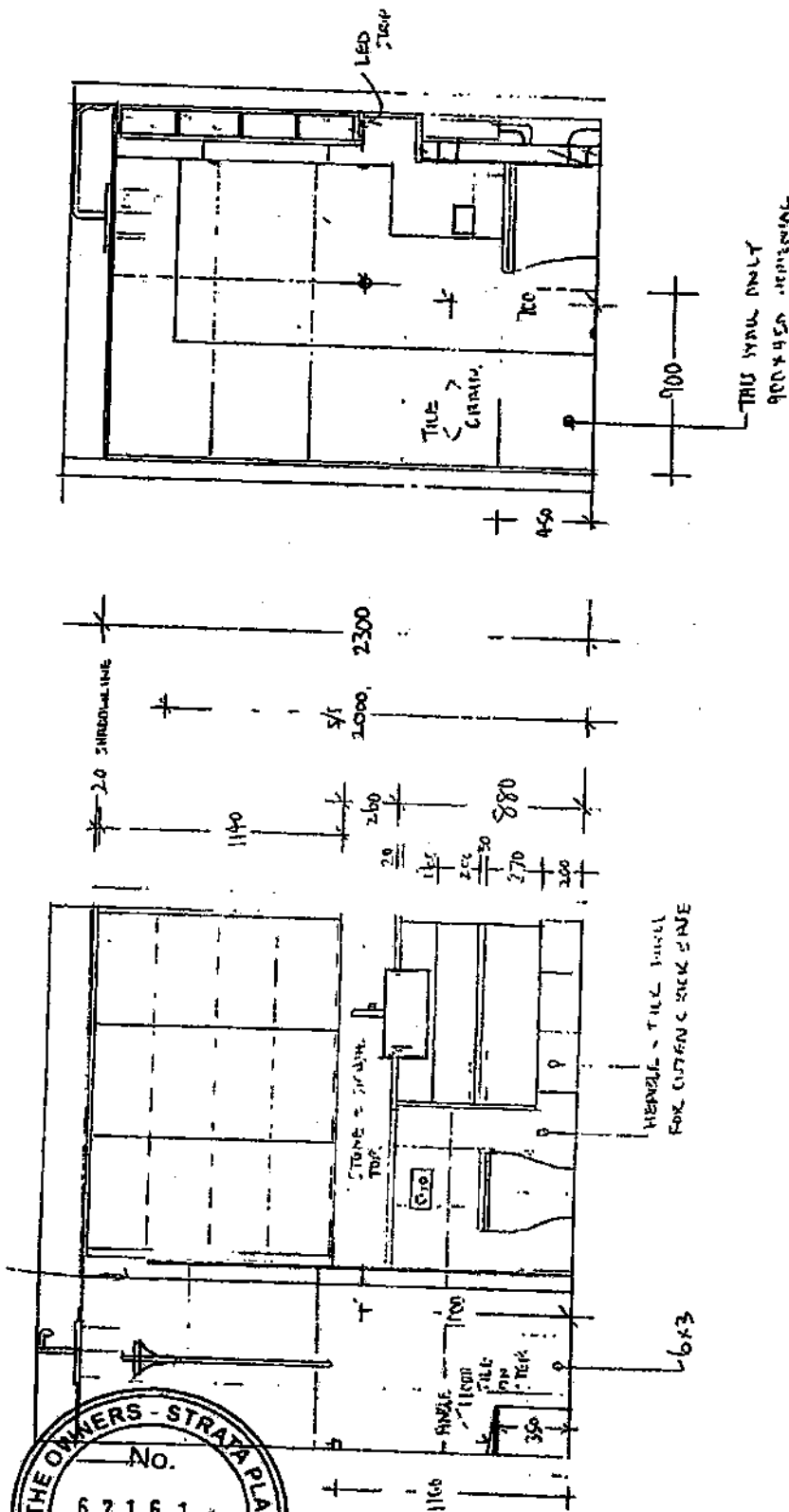

2) INSTALL NEW SHOWER PANEL

3) RE-GROUT TUB

LAUNDRY

REMOVE EXISTING WASH & DRY ONLY

--- Nitrate die fettpolale Carbons

[illegible]

**Kitchen
& Bath**

Page 14 of 141



JOIN AN AWARD WINNING TEAM

Winner HIA NSW 2014 Bathroom Design of the Year
 Winner HIA NSW 2014 Bathroom of the Year/Large Bathrooms over 5sqm
 Finalist HIA NSW 2014 Bathroom Design of the Year/Renovations Additions Project under \$200,000
 Finalist RBDI 2014 Designer Awards - Large Bathroom NSW/Design Space
 Finalist HIA 2012 Australian Housing Awards - Bathroom Design of the Year
 Winner HIA NSW 2011 - Bathroom Design of the Year
 Finalist HIA 2009 Australian Housing Awards - Bathroom Project of the Year
 Finalist RBDI 2009 Designer Awards - Small Bathroom NSW/Large Bathroom NSW
 Winner HIA NSW 2008 Kitchen & Bathroom Awards - Bathroom Project of the Year/Small Bathroom under 5sqm
 Winner HIA NSW 2007 Kitchen & Bathroom Awards - Small Bathroom under 5sqm
 Winner HIA NSW 2005 Kitchen & Bathroom Awards - Best Bathroom Designed to a Specific Theme (Traditional)
 Finalist 2004 HIA NSW 2004 Kitchen & Bathroom Awards - Small Bathroom Project
 Finalist 2003 HIA NSW 2003 Kitchen & Bathroom Awards - Large Bathroom Project
 Winner HIA NSW 2002 Kitchen & Bathroom Awards - Large Bathroom Project over 5sqm

COSTING For your new bathroom/Laundry and Kitchen:

This quotation is based on plans and specifications as discussed.

MATERIALS AND LABOUR	(Appendix A)	\$59,850
PRIME COST ITEMS (May vary due to selections)	(Appendix B)	\$ -
SUB TOTAL		\$59,850
GST		\$5,985
TOTAL INVESTMENT (inc GST)		\$65,835

Quotation Date 29/06/2016

Quotation valid until 27/07/2016



Alex Borgilo
 B. H.
 21/09/2017

BRINDABELLA HOME IMPROVEMENTS - ABN: 59118548897
 BUILDERS LICENCE NUMBER: 184211C
 Email: info@brindabellahomeimprovements.com.au
 Web: www.brindabellahomeimprovements.com.au
 Telephone: 1300 794 488 Fax: (02) 8674 3533
 ©Brindabella Home Improvements 2014



APPENDIX A – SPECIFICATIONS

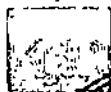
A. PRELIMINARY DESIGN & SELECTIONS

1. APPOINTMENTS

- a. Initial two-hour in-house appointment with the designer/builder to De Brief
- b. Second two-hour in-house if required with designer/builder to view detailed plans and elevations, and discuss bathware selection.

2. CHECK MEASURE

- a. Comprehensive check measure appointment with designer, project manager and assistant to attend.
 - i. All selections are checked and documented including
 - Water mains and water pressure
 - Floor condition in work area
 - Driveway condition
 - Allocated rubbish area
 - Dust prevention
 - Safety switch/power disconnection
 - Keys and access
 - Existing floor level
 - Other aspects specific to the individual project



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B. A. [Signature]
21/09/2017



3. ADMINISTRATION SUPPORT

- a. Full office support to manage any administration issue including account reconciliation, management of payment schedule, checking orders etc...
- b. Supplied documentation includes:
 - i. Progress payments – amounts and due dates
 - ii. Specifications and selections – itemised pricing
 - iii. Schedule and timeline – from start to finish

4. COMPREHENSIVE PLANS & ELEVATIONS

By others

B. TRADE WORKS

5. ROOM PREPARATION

- a. Walls and Floor: Strip walls to ceiling and strip floor to structural sub floor (to retain minimal step up into the bathroom and laundry) and kitchen and laundry cabinetry.
- b. Ceiling and P50 shadow line: Replace ceilings to bathroom, kitchen, dining and lounge
- c. Supply and install approx. 15Lm of 90mm cove cornice.



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6. WALL PREPARATION (automatic inclusion)

- a. Straighten timber studs to reduce bows prior to lining
- b. Replace minor wet rot, dry rot and termite-damaged studs
- c. Assess loose/missing bricks and repair
- d. Level ceiling joist if ceiling removed

7. LINING/RENDERING

- a. Walls lined to strip-out height with 6mm villoboard nailed at 400mm centres
- b. Quality render used with special additives to improve the quality

8. PLUMBING/DRAINAGE

- a. Renew plumbing/drainage to accommodate new sanitary items
- b. Layout as per plan and limited to 11 x water moves and 2 x drainage move
- c. Fitting of all taps (mixers or standard), toilet and shower rose
- d. Installation washer and kitchen/laundry mixer

9. ELECTRICAL (standard inclusions unless otherwise noted on plan)

- a. Power: 3 x double power point
- b. Ventilation: TBC
- c. Lights:
 - i. General: 20 LED down lights
 - ii. Specific: TBC
 - iii. Basic kitchen
- d. Heating: TBC



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10. CARPENTRY

- a. Trim existing door and adjust existing lock/handle
- b. Refit new solid timber trim work as required (double rebate)
- c. Construct hob dwarf wall and blade wall as required
- d. Install all fittings (towel rail, soap holder, toilet roll holder etc...)
- e. Minor associated works

11. FLEXIBLE SEALANT

- a. Applied to all internal tiled corners and where tiles meet a foreign service

12. WATERPROOFING (Davco K10 or Davco K11 brand)

- a. Davco K10 or Davco K11 brand used – environmentally friendly and non-toxic
- b. Includes subterranean, primers, screed, additives, waterproof membranes, glues, sealers and grout in accordance with Australian Standards AS3740 and AS4858
- c. Australian Standards require two coats; we apply three coats as standard

13. TILING

- a. Walls: Ceramic, Vitrified or Rectified to 23m²
- b. Floors: Natural stone or Vitrified to 8m²
- c. Feature: TBA
- d. Chronographic test: to detect radical free ions if required

14. PAINTING: By Others



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Alex Borzilo
D. J. P
21/09/2017



C. ADDITIONAL SERVICES

15. CLEANING

- a. The entire bathroom/ensuite is cleaned to a spotless finish ready for handover

16. GENERAL

- a. Rubbish: All rubbish is removed from site on strip out day and thereafter stockpiled for removal before completion
- b. On-site Supervisor: Allocated for the duration of your project
- c. Dust control: Tarps, dust sheets, painter's tape etc...
- d. Bathroom Specification Sheet: You will be provided with a detailed list of all work to be completed and all bathroomware items included (including A3 Plans – see point 4 above)
- e. Project Manager: Owner and principal designer John Spiteri project manages every project
- f. Written Schedule: You will be provided with a full, written schedule shortly after check measure

17. INSURANCE/WARRANTIES

- a. Home Warranty Insurance: For all work valued at more than \$20,000 we include the cost of Warranty Insurance as required by Department of Fair Trading
- b. Five Year Customer Service & Maintenance Plan: For up to five years after completion, our plan protects you from unexpected maintenance issues and repairs separate to your Product Manufacturer's Warranty and Builder's Warranty



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B. A. 21/09/2017



18. GUARANTEE

- a. Workmanship guarantee as per guidelines from Department of Fair Trading –
6 years for structural defects/2 years for non-structural defects
- b. PC Items covered by Manufacturer's Warranty

19. CONTRACT

- a. We use a standard Housing Industry Association contract which is a
requirement for all work where the labour cost exceeds \$1000.00

20. EXCLUSIONS

- a. Gas relocation
- b. Safety switches: as required by law – if a licenced electrician is required an
extra charge will apply
- c. Structural floor construction
- d. New circuit
- e. Kitchen bulk head
- f. Stone tops



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Alex Borzilo
B. [Signature]
21/09/2017

Special By-Law 28: Lot 216 Works

1. Part 1: Introduction

- (1) This is a by-law made under the provisions of Sections 141 and 108 of the Strata Schemes Management Act 2015 (NSW).
- (2) The effect of the by-law is to grant the Owner of Lot 216 in Strata Plan 67161 permission to perform the Works, all subject to the conditions specified herein.
- (3) So far as the Works involve any alteration, improvement or enhancement of the common property, this by-law records the approval of the Owners Corporation in terms of Section 108 of the Strata Schemes Management Act 2015 (NSW) and the obligation of the Owner, subject to this by-law, to maintain those works in a state of good and serviceable repair.

2. Part 2: Definitions and Interpretation

- (1) In this by-law:
 - (a) **Approval of Council** means any approval that the Owner is required to obtain for the Works, if any, from all relevant statutory bodies, including Council.
 - (b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
 - (c) **Council** means the state or local government body or planning authority with authority to determine applications under the Environmental Planning and Assessment Act 1979 (NSW).
 - (d) **Hard Surface Flooring** means any flooring that is not carpet or underlay.
 - (e) **Lot 216** means Lot 216 Strata Plan 67616 which is a sub division of Lot 89 in Strata Plan 67161.
 - (f) **Owner** means the owner from time to time of Lot 216.
 - (g) **Owners Corporation** means the owners corporation of Strata Plan 67161.
 - (h) **Strata Scheme** means the Strata Scheme in relation to Strata Plan 67161.
 - (i) **Works** means the works to the Lot and common property described as follows:
 - (i) Remove existing kitchen floor tiles as per Demolition Plan;
 - (ii) Remove all associated rubbish from site;
 - (iii) Supply and install Regupol 4515 9mm underlay to comply with building requirements;
 - (iv) Supply and install adhesive with 10mm Polished Porcelain Marble tiles;
 - (v) Tiles to be Cremo Delicato Lappatto supplied by Alexandria Tiles and Flooring.

3. Part 3: Grant of Special Privilege in Respect of the Common Property

- (1) On the conditions set out in this by-law, the Owner shall have a special privilege to undertake and maintain the Works and have exclusive use and duty to maintain the common property thereby affected upon completion of the Works.

4. Part 4: Conditions Required Before the Works Commence

- (1) Before commencing the Works, the Owner must provide the Owners Corporation with:
- (a) If applicable, a copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
 - (b) If applicable, a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning and Assessment Act 1979.
 - (c) If applicable, a copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989.
 - (d) A copy of a certificate of a duly qualified structural engineer addressed to the Owners Corporation certifying, if required, that the Works will not damage or affect the integrity of the waterproofing.
 - (e) A certificate of currency of insurance for the works of Contractors' All Risks Insurance Cover taken out with a reputable insurer incorporating cover of at least ten million dollars (\$10,000,000), against public risk in respect of claims for death, injury, accident and damage in the course of or by reason of the Works.
 - (f) A certificate currency of insurance for any additional Insurance required to be obtained in accordance with Special By-Law 6 including insurance required under the Home Building Act 1989 (if applicable).
- (2) Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) of the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

5. Part 5: Performance of the Works

- (1) In carrying out the Works, the Owner must ensure:
- (a) That all requisite approvals (including the terms of any approval given by the Owners Corporation and any Approval of Council) and all other relevant legislation are complied with.
 - (b) That the works comply with the National Construction Code (formerly the Building Code of Australia), the Home Building Act 1989 and relevant Australian Standards.
 - (c) That appropriately qualified and licenced tradespeople are engaged.
 - (d) That the structural integrity and the integrity of waterproofing of the relevant portion of the building are maintained.
- (2) Subject to any extension necessitated by reasons beyond the Owner's control (such as bad weather or other exception provided for in the building contract), the Owner must, unless authorised in writing by the Owners Corporation (which authorisation shall not be unreasonably withheld) complete the Works within 2 weeks of commencement.
- (3) The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation (which approval shall not be unreasonably withheld) and if applicable, the Approval of Council.

- (4) In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (5) The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to other lots or their occupiers and owners.
- (6) The Owner shall ensure that none of the Works encroaches onto an adjoining lot or an adjoining property.
- (7) The Owner must maintain all areas of common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state while the Works are being carried out.
- (8) The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the common property and services to the building, to the property of the Owners Corporation and to the property of the owner or occupier of another lot in the strata scheme.
- (9) The Owner must not perform the Works or allow them to be carried out except between the hours of 8.00 AM and 4.00 PM Monday to Friday inclusive, Saturday 9.00 AM to 2.00 PM (excluding, in each case, public holidays) or during such other times as may be approved in writing by the Owners Corporation.
- (10) The Owner must comply with the terms and conditions set out in Special By-Law 6, Special By-Law 14 and Special By-Law 19.

6. Part 6: Requirements following completion of the Works.

- (1) After completion of the Works, the Owner must provide the Owners Corporation with:
 - (a) If applicable, a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979.

7. Part 7: Maintenance of the Common Property

- (1) The Works and all associated additions and alterations, and all parts of the common property directly in contact with the Works, ancillary fittings and fixtures must be maintained by the Owner in a state of good and serviceable repair. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.
- (2) Subject to clause 7.1 and to any special resolution under s106(3) of the Strata Schemes Management Act 2015, the Owners Corporation remains responsible for the maintenance and repair of all common property in the strata scheme.

8. Part 8: Indemnity and Costs

- (1) The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another lot because of performance of the Works or the maintenance, renewal, repair or replacement of the Works.
- (2) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the maintenance, renewal, repair or replacement of the Works or the keeping of the Works.
- (3) Should the Owners Corporation be required to carry out work as specified in Section 122 of the Strata Schemes Management Act 2015 (NSW), the Owner indemnifies the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.

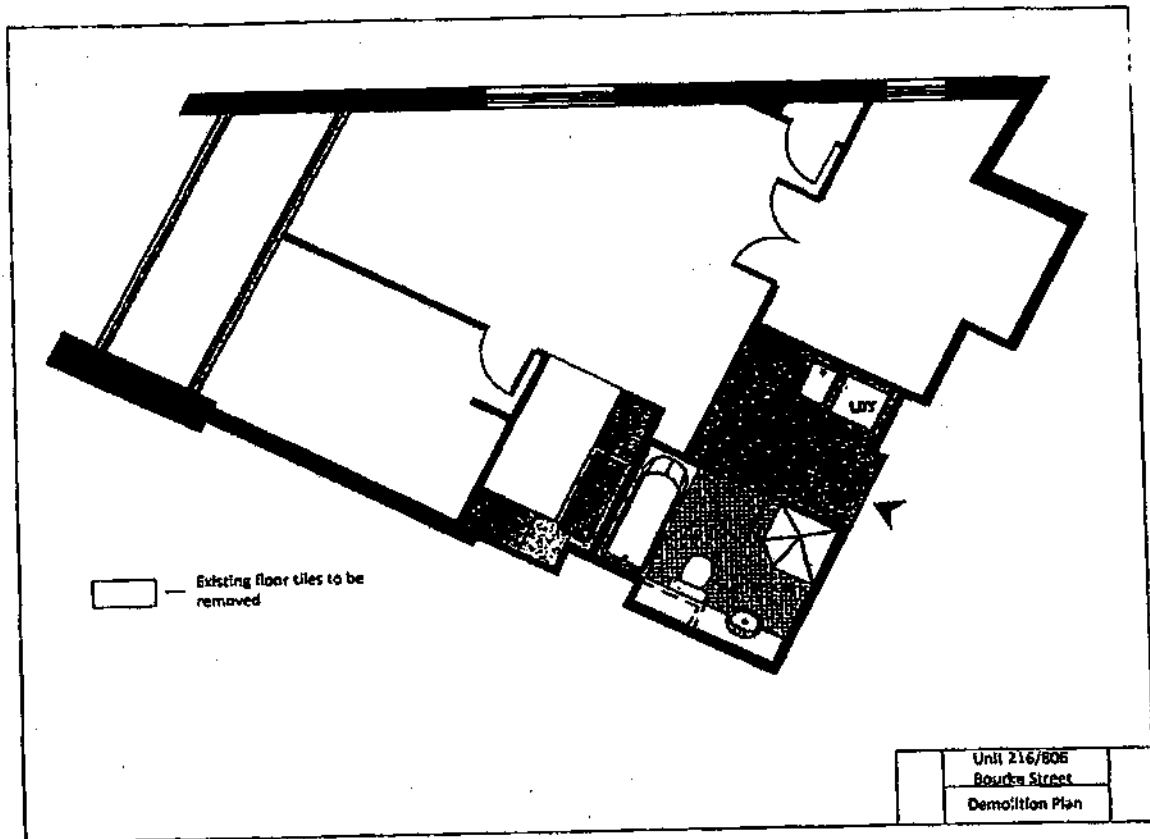
- (4) The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this by-law, including reasonable legal costs.

9. Part 9: Breach of a Term of the By-Law

- (1) If the Owner fails to carry out their obligations under this by-law, the Owners Corporation may, in writing, request the Owner to comply with the terms of it.
- (2) Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may, in accordance with the provisions of the Strata Schemes Management Act 2015 (NSW), enter upon any part of Lot 216 or the common property for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the cost of fulfilling such conditions as a debt from the Owner.
- (3) Such costs, if not paid at the end of one (1) month after becoming due and payable, bear simple interest at a rate of ten percent (10%) per annum until paid.
- (4) The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after such costs become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

10. Part 10: Existing By-Laws

- (1) The terms of this by-law are additional to the requirements of the existing by-laws registered against Strata Plan 67161 and in particular Special By-Law 6, Special By-Law 14 and Special By-Law 19.



Alex Borgilio
[Signature]
 21/09/2017

Special By-Law 29: Lot 333 Works

(a) DEFINITIONS

- i. In this by-law, unless the context indicates otherwise, the following terms and expressions are defined to mean:
 - (A) "**Act**" means the Strata Schemes Management Act 2015 (NSW);
 - (B) "**Authority**" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot;
 - (C) "**Insurance**" means before and during the removal, repair or replacement of the Works, the licensed contractor has in place:
 - (aa) a Construction Liability Insurance policy providing cover for:
 - Physical loss or damage occurring to the Works whilst in the course of construction to their full value by events such as earthquake, storm, fire, lightning, theft including cover for the removal of debris;
 - The contractor and all sub-contractors against the risk of liability for death, personal injury, accident and property damage to at least \$10 million in respect of any one claim occurring in the course of carrying out the Works (commonly called "public liability risk insurance").
 - (bb) Workers' compensation insurance for employees of the contractor;
 - (cc) Home building insurance for the works pursuant to the Home Building Act 1989 (NSW).
 - (D) "**Lot**" means the lot number referred to in the Schedule;
 - (E) "**Owner**" means the owner for the time being of the Lot including successors in title;
 - (F) "**Works**" means the installation of the Works listed in the Schedule.
- ii. Where any terms are used in this by-law are defined in the Act they will, unless the context indicates otherwise, have the same meaning as those words have in the Act.

(b) RIGHTS

The Owner of the Lot is conferred with the special privilege in respect of the common property to retain the Works SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

i. REQUIREMENT TO PROVIDE

- (A) The Owner must:
 - (i) If required by the local Council, obtain a s 149A-E building certificate from the Council to validate the construction of the Works and comply with any conditions imposed by the Council; and
 - (ii) indemnify the Owners Corporation in respect of the reasonable costs incurred by the Owners Corporation, if any in dealing with such a request of the Council.

ii. INDEMNITY AND INSURANCE

At all times, the Owner shall indemnify the owners corporation against the following:

- (A) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works;
- (B) any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 122 of the Act or in exercising the power of entry for the purposes of or related to such works.

iii. COMMON PROPERTY MAINTENANCE

At all times, the Owner must maintain and repair all common property in contact with or affected by reason of the installation of the Works.

iv. APPEARANCE

The Owner must not keep or allow to be kept upon the Works anything which when viewed from outside the Lot is not in keeping with the rest of the building.

v. OWNER'S FIXTURES

At all times:

- (A) the Works shall be and remain Owner's fixtures;
- (B) the Owner must maintain:
 - the Works; and
 - the fibreglass roof sheeting of the pergola over the two rooms being the study and the rumpus room

in a state of good and serviceable repair and for this purpose, renew and replace them whenever the owners corporation may reasonably require, as they become worn out, damaged, defaced or inoperable.

vi. DAMAGE

- (A) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the maintenance and keeping in a state of good and serviceable repair of the common property;
- (B) The Owner is liable and remains liable for any damage caused to any part of the common property or to any other lot in the strata scheme as a result of the removal of part or all of the Works;
- (C) The Owner must take all steps necessary to make good damage within a reasonable time after it has occurred.

vii. BEFORE REPAIR OR REPLACEMENT OF THE WORKS

Before repair or replacement of part or all of the Works may occur, the Owner must:

- (A) obtain all necessary approvals from any Authorities and provide a copy to the owners corporation;
- (B) provide a complete copy of the development application and/or complying development certificate application (as applicable) to the owners corporation in order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);
- (C) provide a complete copy of the construction certificate application to the owners corporation in order to obtain its written consent to lodge such application (such consent not to be unreasonably withheld or delayed);
- (D) provide a final copy of the construction certificate plans stamped by the local council or private certifier to the owners corporation;
- (E) ensure that they and/or their contractors (as applicable) effect and maintain Insurance and provide a copy to the owners corporation;
- (F) obtain the owners corporation's approval (not to be unreasonably withheld or delayed) for the proposed employees, contractors and agents to be used to perform the Works and to facilitate that approval, the Owner must provide the owners corporation with:

(aa) details of all employees, contractors and agents that the Owner proposes to use to perform the repair or replacement works, including name, contact details and licence number together with a copy of their licence;

(bb) evidence that each employee, contractor and agent has in place the Insurances.

viii. DURING REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS

Whilst part or all of the Works are being removed, repaired or replaced, the Owner must:

- (A) use only duly licensed employees, contractors or agents approved by the owners corporation to conduct the removal, repair or replacement of the Works and supply their contact details (including telephone number) before each of them commences their work;
- (B) ensure any removal, repair or replacement of the Works is conducted in a proper and workmanlike manner and complies with the current National Construction Code of Australia and the Australian Standards and the law;
- (C) use reasonable endeavours to cause as little disruption as possible;
- (D) only perform any removal, repair or replacement of the Works during the times of 7am to 5pm Monday to Friday or such other times as reasonably approved by the owners corporation;

- (E) transport all construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - (F) protect all affected areas of the building outside the Lot from damage relating to the repair or replacement of the Works or the transportation of construction materials, equipment and debris;
 - (G) keep all affected areas of the building outside the Lot clean and tidy and remove all debris from the building;
 - (H) allow a representative of the owners corporation (including contractors and advisers appointed by the owners corporation) to inspect the Lot during the course of such removal, repairs or replacement;
 - (I) ensure that the removal, repair or replacement of the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this bylaw and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
 - (J) not vary the repair or replacement of the Works without first obtaining the consent in writing from the owners corporation.
- ix. **AFTER REMOVAL, REPAIR OR REPLACEMENT OF THE WORKS**
 After the Works have been removed, repaired or replaced, the Owner must without unreasonable delay:
- (A) notify the owners corporation that the removal, repair or replacement of the Works has been completed;
 - (B) notify the owners corporation that all damage, if any, to any lot and common property caused by the removal, repair or replacement of the Works and not permitted by this bylaw has been rectified;
 - (C) provide the owners corporation with a copy of any certificate or certification required by an Authority to certify the removal, repair or replacement Works; and
 - (D) provide the owners corporation with proof that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this bylaw.
- x. **INDEMNITY**
 The Owner must keep the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property or other property or person insofar as such injury, loss or damage arises out of:
- (A) the failure to maintain and keep in a state of good and serviceable repair the common property; and
 - (B) the removal, repair or replacement of part or all of the Works.
- xi. **REASONABLE EXPENSES**
- (A) The owner must pay the following reasonable expenses of the owners corporation:
 - if necessary to be engaged, the lawyer of the owners corporation to review Annexure "A" and this by-law up to a maximum total of \$550.00;
 - those of the strata managing agent for the owners corporation up to a maximum of \$330.00;
 - if no review is done by the lawyer, the registration of this bylaw at the Registrar General's Office up to a maximum total of \$450.00;
 - the costs of the owners corporation and the strata managing agent to update the by-law records of the owners corporation in order to achieve a consolidated version thereof up to a maximum total of \$220.00.
 - (B) If each of the above expenses are not paid by the owner within 28 days of receiving an itemised tax invoice as to the expenses claimed, the owners corporation may recover the expenses from the owner under the Act as if it were an amount of unpaid contributions.
- xii. **BY-LAW DEFAULT**
 Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 122 of the Act carry out such condition, may enter upon any part of the parcel and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

SCHEDULE

LOT NO.

333 in SP 68677 (which strata plan is a strata plan of subdivision registered in respect of Lot 261 in SP67616) shown on sheets 19 & 20 thereof and marked "A1"

DESCRIPTION OF WORKS**(1) Level 9 - Rumpus room (W side) - works done internally**

- (a) removal of 2 x glass panel doors separating the rumpus room and terrace lobby and replace with:
 - 2 x fixed timber panels; and
 - one timber sliding door.
- (b) installed vertical 6"(w) gyprock bracket on the (N) side of the rumpus room entrance doorway from where glass panels were taken out (for appearance purposes);
- (c) Installed wooden tiles on top of one existing column for appearance;
- (d) installed new light switch and 2 x wall light fittings at the top of the wooden tiles;
- (e) installed new gyprock ceiling below the existing fibreglass sheeting pergola roof which fibreglass remains and is above the new gyprock ceiling;
- (f) installed 4 x panels of floor to ceiling aluminium bi fold doors at (S) side of rumpus 3.580m(L) for enclosure thereof;
- (g) laid new floor tiles throughout this room on top of existing floor tiles;
- (h) installed 2 sets of built-in wardrobes and shelves on each side of (c) above;
- (i) installed internal unit of a split system air conditioner to existing internal (W) wall (and condenser unit at (W) side of open terrace);
- (j) installed roller blinds.

(2) Level 9 - Study room (E side) - works done internally

- (a) installed a floor to ceiling aluminium framed glass window 2.66m(L) for enclosure thereof;
 - (b) installed new gyprock ceiling below the existing fibreglass roof of the pergola;
 - (c) installed light switch and ceiling light fitting;
 - (d) laid new floor tiles on top of existing floor tiles;
 - (e) installed built-in sliding 3 panel wardrobe and shelves;
 - (f) installed roller blinds
- whereby in respect of items 1(f) and 2(a) are annexed the following documents:
- the architect plans of NK Architect of October 2016 marked "A2"; and
 - the structural integrity engineering certificate of Boulos Haykal of November 2016 marked "A3".

- (3) **Level 9 - Water Feature:** Installed a small water feature on the terrace of level 9 located on the (E) side of the column separating the Rumpus Room and Study room which includes a vertical wooden

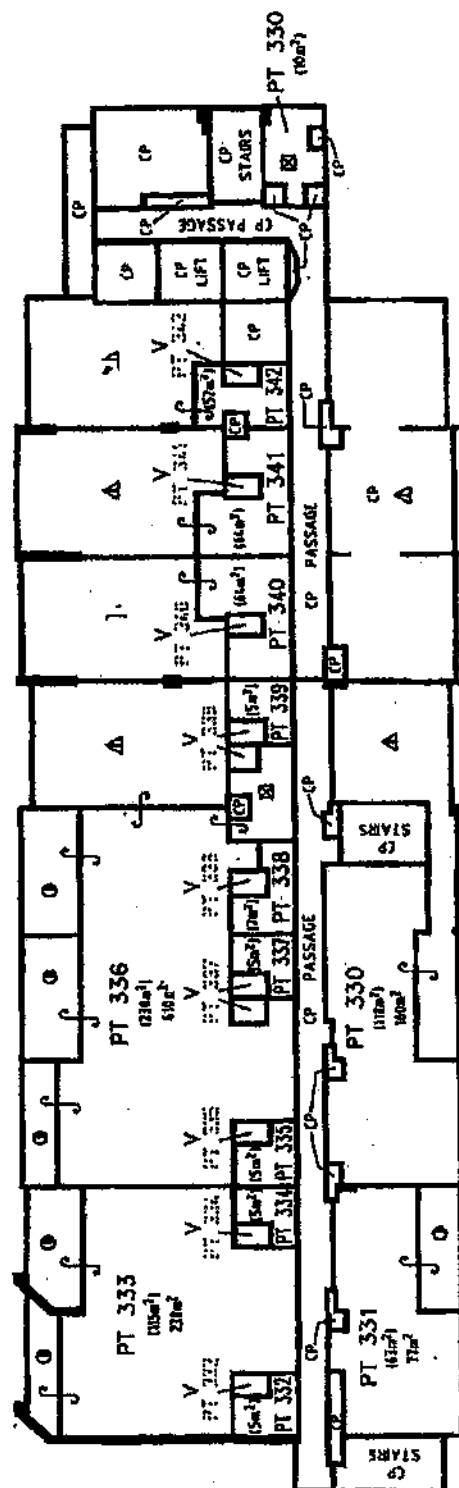
timber frame 2m(H) x 1m(W);
(4) Level 8 - Media Room: Removal of the 3
sided glass panels that enclosed the small
area.

LIST OF ANNEXURES

- "A1" - Sheets 19 and 20 of SP 68677;
- "A2" - Plan of NK Architect of October 2016;
- "A3" - Engineering Certificate of Boulos Haykal of November 2016.

BUILDING 2
LEVEL 8

SP68677



THE STRATUM OF THE TERRACE IS LIMITED
IN HEIGHT TO THE TOP OF THE SURFACE
OF THE TERRACE. THE TERRACE SHALL
BE COVERED WITHIN THIS HEIGHT LIMIT
WHERE COVERED WITHIN THIS HEIGHT LIMIT

V₁ DENOTES VOID
Δ DENOTES TERRACE
⊗ DENOTES STORE
⊗ DENOTES BALCONY (COVERED)
⊗ DENOTES COMMON PROPERTY
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
AND ARE APPROXIMATE ONLY.

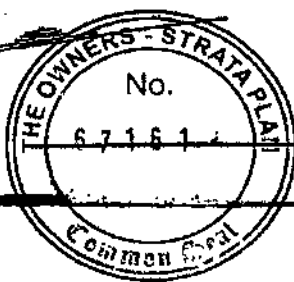
Reduction Ratio 1:200

Lengths are in metres

Walter N. Ford

Philip J. Morris

Surveyor Registered under Surveyors Act 1928 General Manager/Authorised Person/Registered-Code



Alex Burgillo
21/09/2017

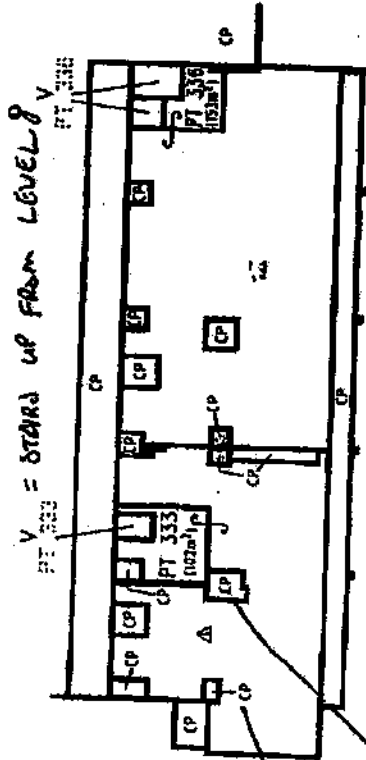
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 28 of 20 Sheets

SP68677

**BUILDING 2
LEVEL 9**



Alex Borgilo
B. [Signature]
21/09/2017



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

V DENOTES VOID
 Δ DENOTES TERRACE
 CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SIGNIFICANCE (PRELIMINARY DEVELOPMENT) ACT 1913 AND ARE APPROXIMATE ONLY.

Reduction Ratio 1:100

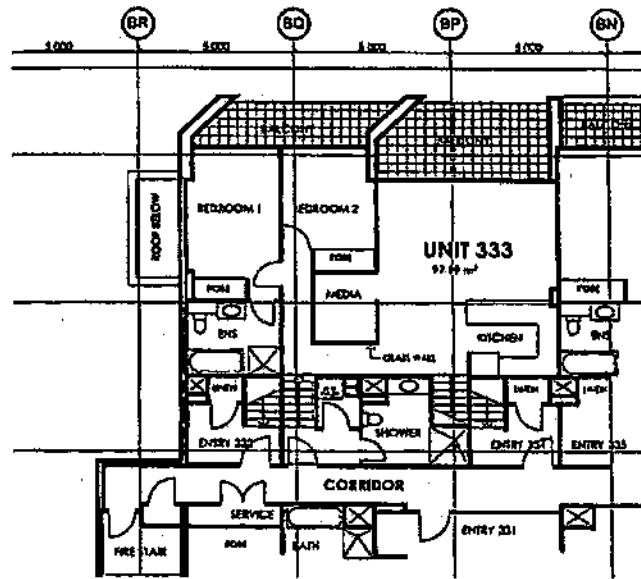
Lengths are in metres

Walter Price-Turner

Surveyor Registered under Surveyors Act 1920

Concept-Manager/Authorised Person/Approved-Certifier

BUILDING COMPLIANT - UNIT 333/9 CRYSTAL ST, WATERLOO,



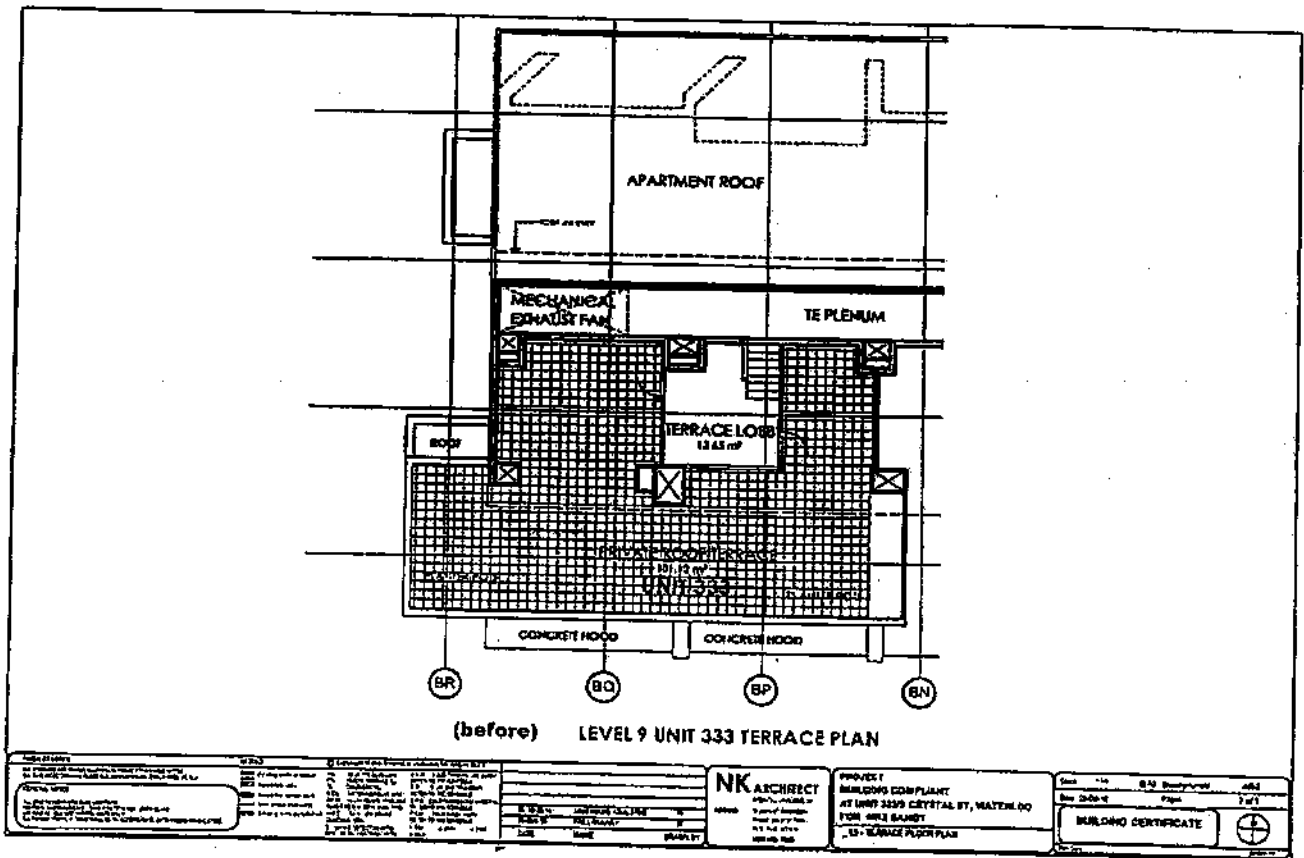
"A 2"

(before) LEVEL 8 UNIT 333 FLOOR PLAN

PROJECT NAME BUILDING COMPLIANT - UNIT 333/9 CRYSTAL ST, WATERLOO CLIENT MRS. SANDY	DATE 2017-09-21	PROJECT BUILDING COMPLIANT AT UNIT 333/9 CRYSTAL ST, WATERLOO FOR MRS. SANDY - 12 - FLOOR PLAN	Map #1 Page 1 of 1 BUILDING CERTIFICATE
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Alex Bergilo
 B. *[Signature]*
 21/09/2017

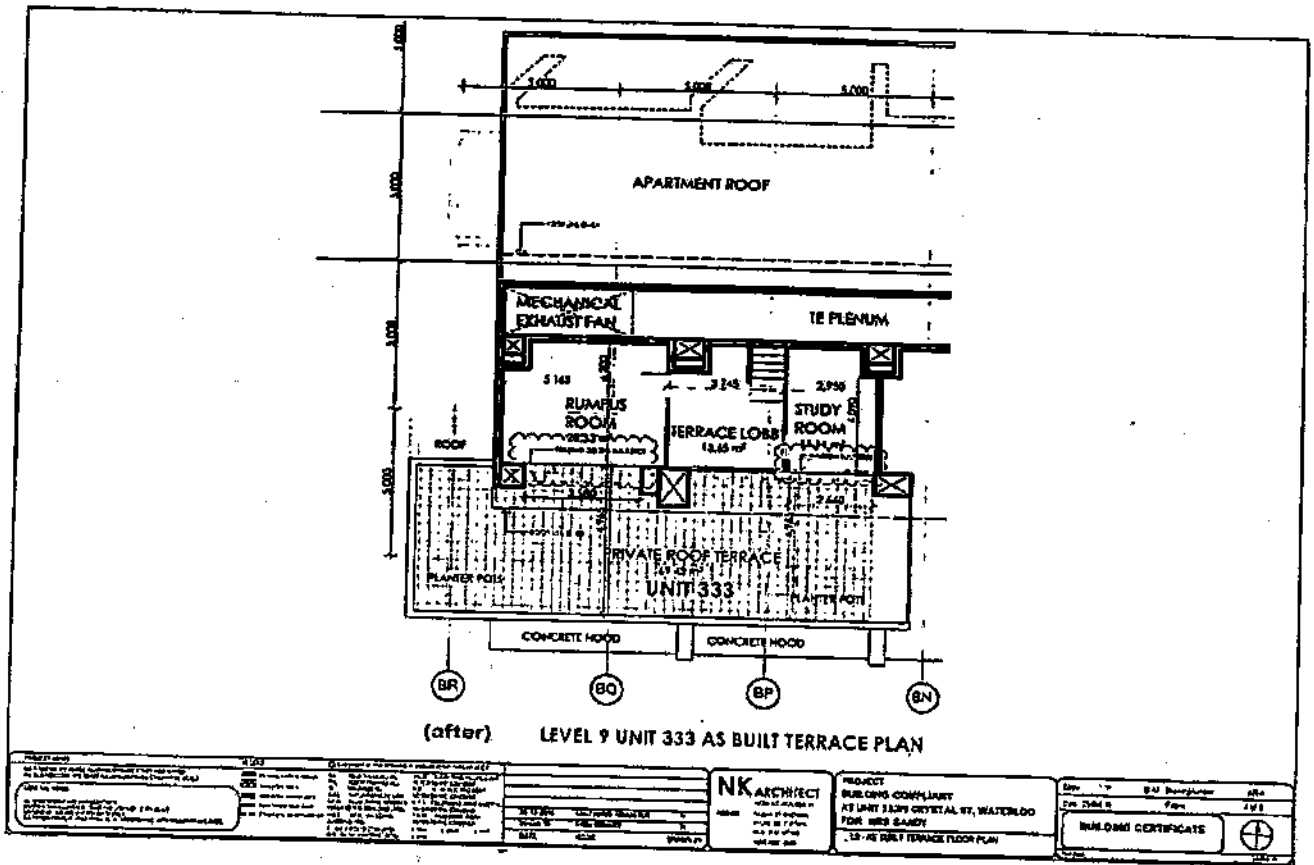


Alex Borgilo
 B. [Signature]
 21/09/2017


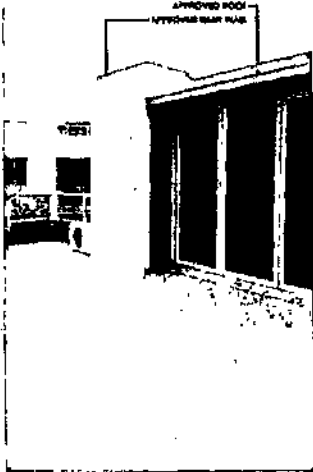




A circular stamp with the text "THE OWNERS - STRATA PLAN" around the top inner edge and "Common Seal" around the bottom inner edge. In the center, it says "No. 67161".

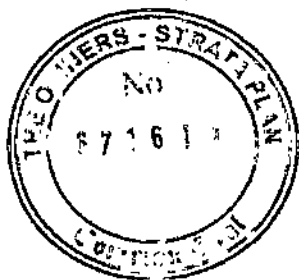
Page 37 of 141



Alex Borzilo
D. J. [Signature]
21/09/2017

	Rumpus Room	Study Room
		
VIEW FROM POTTER STREET (south side)	VIEW OF TERRACE (south side)	VIEW OF TERRACE (south side)

PROJECT BUILDING COMPLIANT AS UNIT 205 CRYSTAL ST, WATERLOO FOR MR. KANDY	NK ARCHITECT 1000 10th Ave S Waterloo, ON N2L 2G1 Tel: 519-885-1111 Fax: 519-885-1112 Email: info@nkarchitect.com	Date: 21/09/2017 Page: 141 BUILDING CERTIFICATE 
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Alex Burgio
 B. H. H.
 21/09/2017

"A 3"

Boulos Haykal

Consultant Civil Engineer, Building & Urban Organisation

Boulos Haykal
B.E, MIEAust CPEng, NPER
ACCREDITED CERTIFIER
M/N 761897
25 Langtry Avenue
AUBURN 2144
(02) 9702 3400

04 November 2016

To Whom It May Concern:

**RE: Structural certificate of unauthorised building works:
Additions glazing walls to both rooms at the upstairs level 9 of the existing unit.
At number 333/9 Crystal Street, WATERLOO NSW**

Dear Sir/Madam

I certify that inspection was made by us at the above-mentioned address the installation of the items below:

- Aluminium framed and Glazed bifold doors for rumpus room
- Aluminium framed and Glazed window for study room

I am satisfied that the installation of all items above comply with the structural loading requirements of AS 1170.1-2002 and they are placed and fixed adequately to carry the proposed load and they are all structurally adequate. We are satisfied that the proposed addition of the glazing walls are not load bearing and will not affect the structural integrity of the building.

This certificate shall not construe as relieving any other persons of their legal and contractual obligations.

Kind Regards,

lp

Boulos Haykal



Alex Barz, 10
A. Barz
21/09/2017

Special By-Law 30 – Raising Terrace Boundary Walls (Lot 148)

Definitions

1. In this by-law, the following terms are defined to mean:

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

"Lot" means Lot 148 within the Strata Scheme constituted upon registration of strata plan 67161.

"Owner" means the Owner from time to time of the Lot.

2. Where any terms used in this by-law are defined in the Act they will have the same meaning as those words are attributed under that Act.

Authority and Consent

3. The owner is authorised to add to, to alter and to erect additional brickwork to common property:

- (a) by the erection of additional brickwork on the northern and southern boundary walls forming the terrace within the Lot; and,
- (b) by carrying out works in accordance with the drawings, specifications and schedule of finishes annexed to and forming part of the minutes for the meeting at which this by-laws was created ("the Works").

4. The Owner shall be responsible at his own expense:

- (a) to maintain in a state of good and serviceable repair (and to repair and to replace when necessary for this purpose) the alterations, additions and new structures and all ancillary components, services and fixings;
- (b) to comply with any reasonable requirements of the Owners Corporation as to the manner of maintenance, repair or replacement;
- (c) to indemnify the Owners Corporation against any expense, liability or claim for any damage or injury arising out of the Works or the installation, use, condition, maintenance, repair, renewal, replacement or removal of the additional, alterations and new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Act;
- (d) to comply at their own expense with any requirement, notice or order concerning the Works or the additions, alterations, or new structures, issued by the local Council or other statutory authority or any Court or Tribunal having jurisdiction;
- (e) to pay or to reimburse all reasonable expenses of the Owners Corporation incurred in relation to the authorization of owners to undertake the works referred to in this by-law, the registration of this by-law, and the enforcement of this by-law or the conditions of authorization;

Schedule of Conditions

In this Schedule the alterations of and additions to the common property, and the erection of new structures on the common property, are referred to as "the Works".

The Works

5. In carrying out the Works the Owners must:

- (a) use reputable and experienced contractors;

(b) carry out the Works in a proper manner, in compliance with all pertinent codes and standards, and according to the conditions of any development consent or applicable development standards;

(c) ensure that the Works are completed within eight (8) weeks of their commencement (subject to any delay occurring for reasons beyond the reasonable control of the Owners).

6. The Owners must procure, and shall be responsible for, compliance by their consultants and contractors with the requirements of this authorization.
7. The Owners must not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles.
8. The Owners must protect all areas of the building from damage by the Works or by the transportation of building materials, equipment and debris.
9. The Owners must keep all areas of the building clean and tidy throughout the performance of the Works.
10. The Owners must ensure that the Works are only carried out according to the requirements of the Council, and otherwise between the hours of 7.00 am and 4.30 pm on Monday to Saturday and are not performed outside those hours or on the weekend without the written permission of the Strata Committee. No work is to be performed on public holidays.
11. The Owners must remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out.
12. The Owners must not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

Damage

13. The Owners must repair promptly at their own expense and in accordance with any reasonable requirements of the Owners Corporation any damage caused or contributed to by:

(a) the Works; or

(b) the use, maintenance, repair, renewal or replacement of the alterations, additions or new structures,

including, without limitation, damage to the property of the Owners Corporation or the property of the owner or occupier of another lot in the strata scheme.

Indemnity

14. The Owners must indemnify and keep indemnified the Owners Corporation against any liability or expense relating to the Works or the additions, alterations or new structures, including any liability of the Owners Corporation of the sort referred to in s.122(6) of the Strata Schemes Management Act 2015.

Breach of these Conditions of Authorization

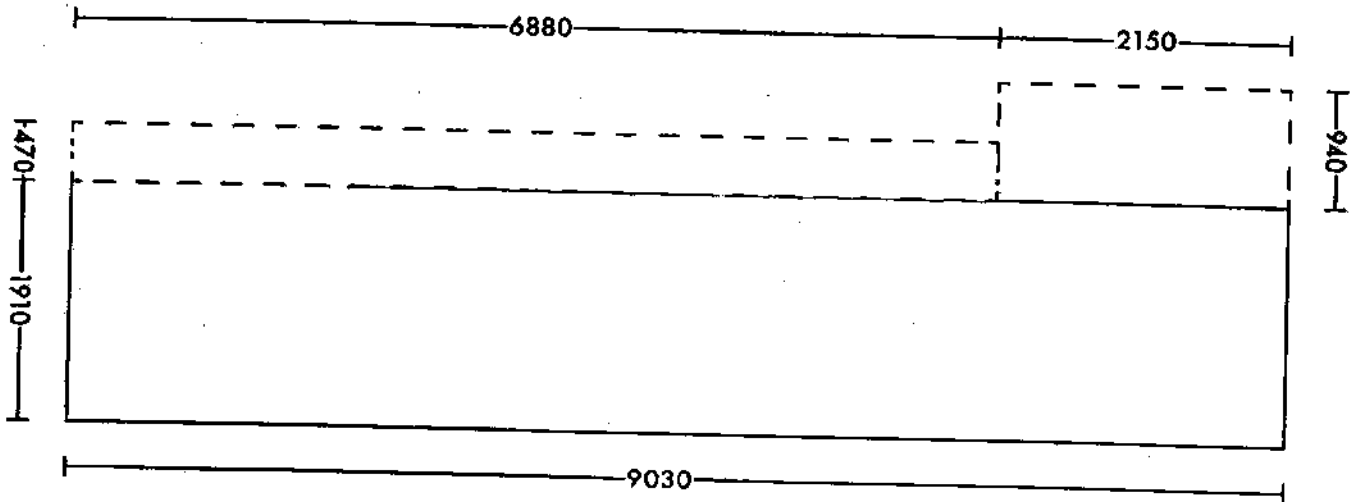
15. If the Owners breach any of these conditions and fail to rectify the breach within thirty (30) days of service of a written notice from the Owners Corporation requiring rectification, the Owners Corporation may rectify the breach and may recover the reasonable costs of the rectification and expenses of the Owners Corporation reasonably incurred in recovering those costs, as a debt due from the Owners.

Costs

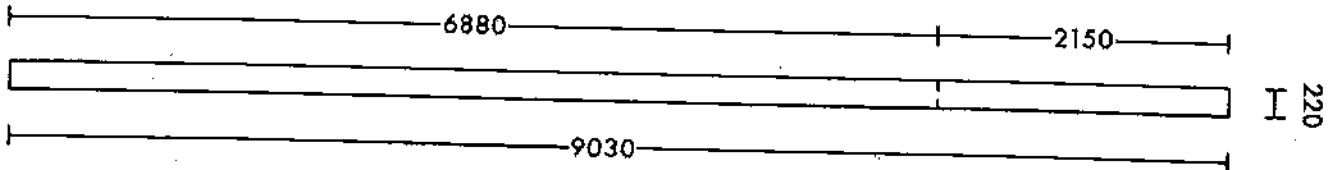
16. The Owners must meet all reasonable expenses of the Owners Corporation incurred in relation to the negotiation, preparation, making and registration of this by-law.

SOUTHERN WALL

Side View



Top View



Alex Borzilo
B. A.
21/09/2017



1mm = 55mm



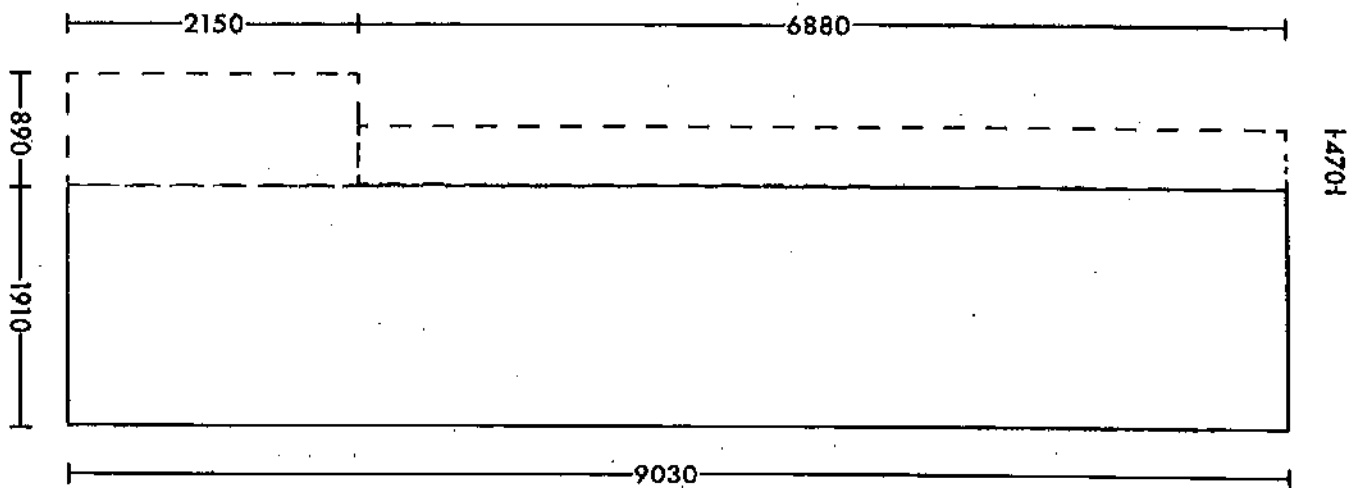
- Current Dimensions



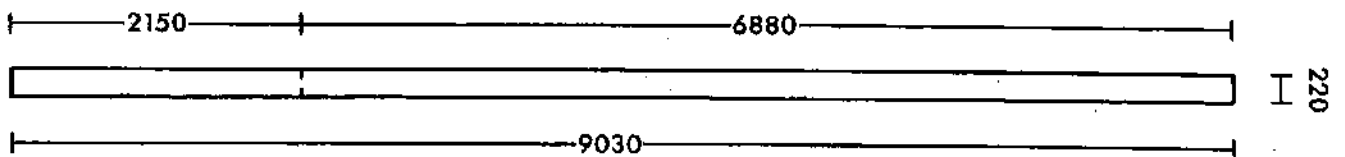
- Proposed Dimensions

NORTHERN WALL

Side View



Top View



Alex Borgilo
B. *[Signature]*
21/09/2017



1mm = 55mm



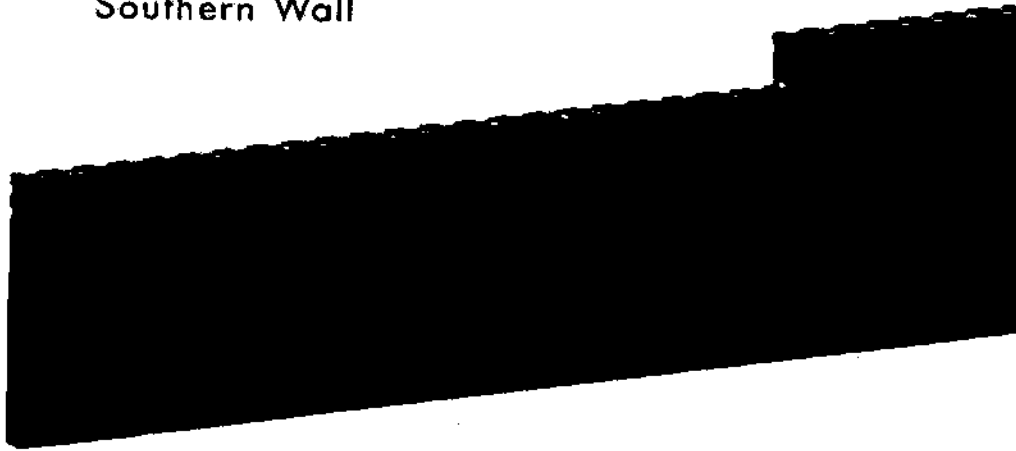
- Current Dimensions



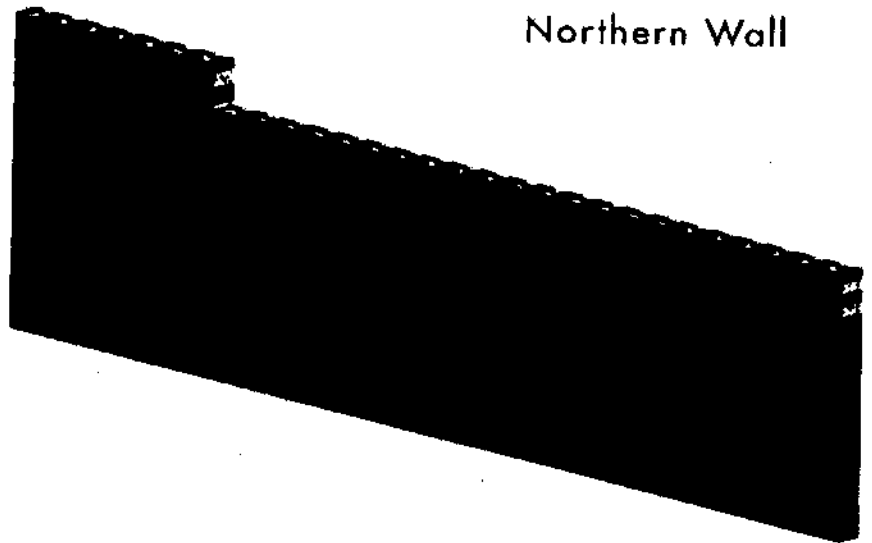
- Proposed Dimensions

PERSPECTIVE VIEW

Southern Wall



Northern Wall



Alex Borzila
B. Borzila
21/09/2017



- Current Wall



- Proposed Wall

STRATA SCHEME NO 67161
788-822 BOURKE STREET, WATERLOO NSW 2017

ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS

BY-LAWS FILED WITH THE STRATA PLAN

1. Noise

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

2. Repealed (pursuant to Special By-Law 3 in Dealing AC875426).

3. Obstruction of the common property

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

4. Damage to lawns and plants on the common property

An Owner or occupier of a Lot must not:

- i. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common property, or
- ii. use for his or her own purposes as a garden any portion of the common property.

5. Damage to the common property

- 1) An Owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- 3) This By-Law does not prevent an Owner or person authorised by an Owner from installing:
 - a) any locking or other safety device for protection of the Owner's Lot against intruders, or
 - b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - c) any structure or device to prevent harm to children.
- 4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner, in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- 5) Despite Section 62, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the Lot.

6. Behaviour of Owners and occupiers

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

7. Children playing on the common property in the building

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

8. Behaviour of invitees

An Owner or occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or any person lawfully using the common property.

9. Depositing rubbish and other material on the common property

An Owner or occupier of a Lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or of any person lawfully using the common property.

10. Drying of laundry items

An Owner or occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11. Cleaning windows and doors

An Owner or occupier of a Lot must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is the common property.

12. Storage of inflammable liquids and other substances and materials

- 1) An Owner or occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 2) This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or the material in a fuel tank of a motor vehicle or internal combustion engine.

13. Moving furniture and other objects on or through the common property

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

14. Flooring (as amended by Special By-Law 7 in Dealing AE72785).

Refer to Special By-Law 7 in Dealing AE72785 for amended wording.

15. Garbage Removal

An Owner or occupier of a Lot:

- a) must maintain within the Lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected, and
- d) when the garbage has been collected, must promptly return the receptacle to the Lot or other area referred to in paragraph (a),
- e) must not place any thing in the receptacle of the Owner or occupier of any other Lot except with the permission of that Owner or occupier, and
- f) must promptly remove any thing which the Owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16. Animals (repealed and replaced with Special By-Law 2 in Dealing AC875426).

17. Appearance of a Lot

The Owner or occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building. This includes the illumination of a Lot to a noticeably higher level than that which exists in the rest of the building.

18. Notice Board

The Owners Corporation must cause a Notice Board to be affixed to some part of the common property.

19. Change in use of a Lot to be notified

An occupier of a Lot must notify the Owners Corporation if the occupier changed the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

20. Provision of amenities or services

- 1) The Owner and the occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and, without limiting the generality of this By-Law, shall clean the filters of any range hood installed in the Lot of grease at least every 3 months.
- 2) For the purpose of inspecting the Lot, the Owners Corporation may by its agents, servants or contractors enter the Lot at any reasonable time on notice given to any occupier of the Lot.

21. Use of lifts

The Owner or occupier of a Lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

22. Repealed (pursuant to Special By-Law 12 In Dealing AH21946)**23. The Pool**

- 1) In this By-Law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.
- 2) The Owner or occupier of a Lot shall not use nor allow the use of the pool between 10PM and 6AM.
- 3) The Owner or occupier of a Lot shall not allow the use of the pool by his invitees, except when accompanied by the Owner or occupier.
- 4) An Owner or occupier of a Lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.
- 5) The Owners Corporation may make rules regarding the pool.
- 6) The Owner or occupier of a Lot shall not do any of the following, nor allow them to be done, in the pool:
 - a) smoking, eating or drinking,
 - b) consuming alcohol,
 - c) using bottles or glass,
 - d) running, jumping or diving,
 - e) using balls, boogie boards or large inflated objects,
 - f) using soap, bubble bath or shampoo,
 - g) be inadequately clothed, and
 - h) nude bathing.

24. Air-Conditioning

- 1) The Owner of a Lot shall maintain any Air-Conditioning facilities or equipment that are within the Lot and do not form part of the common property, in a state of good and serviceable repair and for this purpose shall renew or replace them whenever necessary.
- 2) Without limiting the generality of this By-Law, the Owner shall have any such facilities or equipment regularly serviced by a duly qualified contractor and the filters of any such facilities or equipment cleaned every 6 months.

25. Facilities

Any registered Owner of a Lot, who is not an occupier of a Lot, shall not be entitled to use any of the facilities of the Owners Corporation.

26. Commercial Signs

- 1) The registered Owner or occupier of a commercial premises in the development shall be entitled to place 1 only sign advertising the availability of the commercial premises for lease or sale.
- 2) All commercial signage in the development must be of identical size and dimensions.
- 3) The Owners Corporation shall have the right to remove any signage that does not comply with this By-Law.

27. Consent to use

- 1) The Owners Corporation must grant consent to the use of any of the retail or commercial premises in the Strata Plan, provided that the proposed use is lawful and all relevant statutory approvals have been obtained.
- 2) The Owners Corporation must sign and execute all documents that are reasonably required by a proprietor to give full effect to this By-Law.

28. Caretaker

- 1) In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an Agreement with a Caretaker to provide management, leasing, security, cleaning and operational services for the Strata Scheme.
- 2) The Caretaker's duties may include:
 - a) caretaking, supervising and servicing the common property to a standard consistent with use of Lots in the Scheme as high class residential apartments,
 - b) supervising the cleaning, repair, maintenance, renewal or replacement of the common property and any personal property vested in the Owners Corporation,
 - c) providing services to the Owners Corporation, Owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non-alcoholic drink service,
 - d) providing a letting, property management and sales service,
 - e) supervising Owners Corporation employees and contractors,
 - f) providing security services to the Owners Corporation,
 - g) providing cleaning, pool cleaning and gardening services to the Owners Corporation,
 - h) supervising the Strata Scheme generally, and
 - i) anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.
- 3) The Caretaker must comply with instructions from the Owners Corporation about performing its duties.
- 4) The Owners Corporation must not, without the written consent of the Caretaker, enter into more than one Agreement under this By-Law at any one time or revoke this By-Law without the written consent of the Caretaker.
- 5) Any Agreement entered into by the Owners Corporation pursuant to paragraph (1) of this By-Law, will provide for the payment by the Owners Corporation to the Caretaker of remuneration, fees or other consideration for providing the services and undertaking the duties in Schedule 2 of the Agreement.
- 6) The Caretaker may, at the Caretaker's expense erect or procure the erection of all reasonable signs in or about the common property for the purpose of promoting the letting, property management and sales service of the Caretaker, subject to the consent of the Owners Corporation, which will not be unreasonably withheld.
- 7) The Owners Corporation has the power to enter into any Agreement with a financier of the Caretaker, so that the financier's rights pursuant to any security arrangement between the Caretaker and the financier can be enforced.

29. Interfere with or obstruct the Caretaker

The Owner or occupier of a Lot must not:

- a) interfere with or obstruct the Caretaker from performing the Caretaker's duties under the Agreement referred to in By-Law 28, or
- b) interfere with or obstruct the Caretaker from using any part of the common property designated by the Owners Corporation for use by the Caretaker.

30. Letting Businesses

The Owner or occupier of every Lot, except Lots 41 and 159, must not on any Lot or the common property, except with the written consent of the Owner of Lots 41 and 159, conduct or participate in the conduct of:

- a) the business of a letting agent, or
- b) the business of a pooled rent agency, or
- c) the business of on site Caretaker, or
- d) any other business activity that is either:

- i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in By-Law 28 and/or any Agreement, and/or
- ii) an activity identical or substantially identical with any of the services provided to Owners and occupiers of Lots referred to in By-Law 28 and/or any Agreement, and/or
- iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in By-Law 28 and/or any Agreement.

31.Repealed (pursuant to Special By-Law 13 in Dealing AH21946).

32.Repealed (pursuant to Special By-Law 16 in Dealing AH21946).

33.Balconies

- 33.1 An Owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their Lot only if it:
- a) Will not cause damage, or is not likely to cause damage, or is not dangerous or a nuisance or a hazard.
- 33.2 The Owners Corporation may require an Owner or occupier, at its expense, to remove items from the balcony or terrace, if the appearance of the Lot is not keeping with the rest of the building.
- 33.3 If there are planter boxes on or within a terrace or balcony of a Lot, the Owner or occupier must:
- (a) properly maintain the soil and plants in the planter boxes, and
 - (b) when watering the plants or planter box, make sure that no water enters the common property or another Lot.

34.Building Safety

A registered Owner or an occupier of a Lot must not do or permit anything which may prejudice the security or safety of the building and in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

35.Mechanical duties to the vehicle

An Owner, occupier or an invitee of an Owner or occupier must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on the common property. This By-Law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the strata plan.

36.Commercial waste

All Owners and occupiers of commercial and retail Lots within the Strata Scheme must dispose of their waste and rubbish in the commercial waste bins.

37.Government charges

Should any Government authority impose any rate, tax, charge or levy on the collection of commercial or retail waste, the Owners and/or occupiers of the commercial and retail Lots shall be responsible for the payment of such contributions.

38. Enclosed balconies

The Owner or occupier of a Lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the Lot.

39. Lot 151 – Convenience store

The Owner or occupier of Lots 152, 153, 154, 155 & 156 must not on any Lot or the common property, except with the consent of the Owner of Lot 151, conduct or participate in the conduct, as the principal use of the Lot, of a Convenience store.

SPECIAL BY-LAWS

Special By-Law 1 – Keys and Charges (9629313)

Repealed (pursuant to Special By-Law 17 in Dealing AH21946).

Special By-Law 2 – Animals (AC875426)

- 1) By-Law 16 is repealed.
- 2) Subject to Section 49(4) of the Strata Schemes Management Act 1996, no animal may be kept in a Lot, except in accordance with conditions set out in this By-Law.
Conditions:
 - a) An Owner or occupier of a Lot in the Scheme ("Owner/occupier") must not keep an animal on the Lot, except with prior written Executive Committee consent, such consent applying only to that animal and not its replacement, the animal must be a:
 - i) cat,
 - ii) dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998),
 - iii) caged bird, or
 - iv) fish kept in an aquarium, andother than fish, no more than one animal may be kept on any Lot.
 - b) An Owner/occupier granted consent to keep a cat or dog must ensure that, that cat or dog is vaccinated and micro chipped, registered with the local Council and its registration number given to the Executive Committee prior to keeping the cat or dog on the Lot.
 - c) The Owner/occupier must ensure that:
 - i) the animal is carried, leashed, caged or otherwise kept under control when on the common property,
 - ii) the animal is prevented from fouling the external Lot or the common property and that any such fouling is immediately removed,
 - iii) the animal does not interfere with the peaceful enjoyment of another Owner/occupier, or damage the common property or the property of another Owner/occupier and any such damage caused must immediately be made good at no cost to the Owners Corporation.
- 3) If 3 or more substantiated complaints about the animal are made within a period of 60 days by another Owner/occupier, the Executive Committee shall be entitled to rescind its consent by way of written advice to the Owner/occupier, following which, the animal must be removed from the Scheme within the next 7 days.

Special By-Law 3 (AC875426)

By-Law 2 of the by-laws contained in the Form 27 – Vehicles is repealed.

Special By-Law 4 – Vehicles (AC875426)

Part 1: Preamble-Introduction:

This is a By-Law made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996 that enables the Owners Corporation, for the purpose of the control, management, administration, use or enjoyment of the Lots and the common property, to make By-Laws. The need for the By-Law arises from the uncontrolled use of visitor car spaces and wash bays that has resulted in there being no Visitor Parking available for use by visitors. The effect of the By-Law is to regulate parking, to provide for the installation of bollards and to provide a system, monitored by the Caretaker, for the allocation of Visitor Parking.

Part 2: Definitions & Interpretation:

In this By-Law:

- 1) "Administration fee" means the non-refundable portion of a key deposit (such administration fee being \$2.20 per night at the date this By-Law is made).
- 2) "Caretaker" means the Caretaker appointed by the Owners Corporation.
- 3) "Key" means a key to operate a lockable bollard.
- 4) "Key deposit" means any deposit, non-refundable portion of a key deposit, administration fee and/or replacement fee, as determined from time to time by the Owners Corporation (such key deposit being \$25.00 at the date this By-Law is made).
- 5) "Occupier" means a person whose principal place of residence is within a Lot.
- 6) "Owner" has the meaning given to it in the Strata Schemes Management Act 1996.
- 7) "Visitor" means a caller, guest or invitee, but does not include occupiers.
- 8) All parts of this By-Law, including the Preamble-Introduction, are to be considered in the interpretation of the By-Law.

- 9) Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.

Part 3: Powers:

The Owners Corporation shall have the following powers, authorities, duties and functions:

- 1) The power and authority to install lockable bollards on Visitor Parking area and wash bays.
- 2) The power and authority to designate and allocate, by signage, bollard, barrier or other means, portions of the parking area for Visitor Parking and/or to affix or place other necessary or desired signage to regulate and control the passage and parking of motor vehicles and/or the safe and orderly use of the common property.
- 3) The power and authority to determine from time to time the charges payable and other contributions for the issue and use of keys by Owners and occupiers of Lots.
- 4) The authority to restrict the issue of keys to the Owners and occupiers of Lots to those who have complied with conditions determined from time to time by the Owners Corporation.
- 5) The power and authority to make Agreements and arrangements with the Caretaker to administer and regulate the use of Visitor Parking area and wash bays, such administration and regulation to include:
 - a) Provision of a Visitor Parking and wash bay application forms.
 - b) The issue of keys.
 - c) The taking of key deposits.
 - d) The retention of administration fees.
 - e) The provision of keys on a first come first served basis saving that the Caretaker shall monitor usage and give preference to the occupiers of Lots with less usage.
 - f) The authority to allocate use of Visitor Parking and car wash bays.
- 6) The power and authority to engage consultants and contractors for these purposes.
- 7) The power and authority to apply the funds of the Owners Corporation to these purposes.

Part 4: Terms:

- 1) An Owner or occupier of a Lot must not park any motor vehicle on that part of the common property designated as "Visitor Parking".
 - 2) An Owner or occupier of a Lot must not park or stand any motor vehicle on the common property (other than the Visitor Parking area, parking upon which is prohibited by paragraph (1), except with the written approval of the Owners Corporation.
 - 3) An occupier of a Lot shall not permit a visitor of the occupier to park or stand a motor vehicle on the common property, other than the Visitor Parking area.
 - 4) An occupier of a Lot, who wishes to have a visitor use a Visitor Parking space, shall:
 - a) Make written application to the Caretaker on the form provided for that purpose.
 - b) Pay the key deposit.
 - c) Agree to forfeit the administration fee.
 - d) Accept the Caretaker's decision on the allocation of Visitor Parking as final.
 - 5) An occupier of a Lot shall not permit a visitor of the occupier to park or stand a motor vehicle on the Visitor Parking area for longer than the time permitted by the Caretaker.
 - 6) An occupier of a Lot, who wishes to use a wash bay, shall make written application to the Caretaker on the form provided for that purpose.
 - 7) An Owner, occupier or an invitee of an Owner or occupier must not under any circumstances, wash or perform any mechanical duties to his motor vehicle on the common property. This By-Law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the registered strata plan.
 - 8) An occupier of a Lot issued with a key shall immediately notify the Caretaker if that key is lost or misplaced.
 - 9) An occupier to whom any key is given shall exercise a high degree of caution and responsibility in the use of the key and ensure the return thereof.
 - 10) Keys remain the property of the Owners Corporation.
- Neither By-Law 32 of the By-Laws registered with the Strata Plan nor Special By-Law 1 in registered dealing 9629313T apply to the provision of a key under the terms of this By-Law.

Special By-Law 5 – Works Lot 288 (AE72785)

Part 1: Preamble-Introduction:

This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Owner of Lot 288 special privileges in respect of the common property to perform work or make alterations, all subject to the

conditions specified in the By-Law.

Part 2: Definitions & Interpretation:

In this By-Law:

1. "approval of Council" means any approval the Owner is required to obtain for the Works from all relevant statutory bodies, including Council.
2. "drawings" means the plan under Part 10 of this By-Law.
3. "Owner" means the Owner from time to time of Lot 288.
4. "Works" means the relocation of the aluminium framed sliding door that leads to the rooftop courtyard as depicted in the drawings.
5. All parts of this By-Law, including the Introduction, are to be considered in the interpretation of the By-Law.

Part 3: Grant of special privilege in respect of the common property:

On the conditions set out in this By-Law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

Part 4: Conditions required before the Works commence:

Before commencing the Works, the Owner must provide the Owners Corporation with:

1. A copy of any requisite approval of Council, including all drawings, specifications, conditions and notes.
2. A Certificate of Currency for the duration of and for a period of no less than 12 months, following completion of the Works, of contractors' all risks insurance cover taken out with a reputable insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works), to which the Owners Corporation is named as an insured party.

Part 5: Performance of the Works:

1. In carrying out the Works, the Owner undertakes that the Owner will, and the Owner must ensure that the contractor also undertakes to the Owners Corporation that it will:
 - a) Comply with all conditions and requirements of any requisite approval of Council.
 - b) Comply with the terms of approval given by the Owners Corporation under this By-Law.
 - c) Comply with the Building Code of Australia and relevant Australian Standards.
2. Subject to any extension necessitated by reasons beyond his control (such as bad weather), the Owner must complete the Works within three weeks of commencement.
3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
4. The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
5. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.

6. The Owner must not perform the Works or allow them to be carried out except between the hours of 8AM and 5PM Monday to Friday inclusive (excluding public holidays) and 8AM and noon Saturday or during such other times as may be approved by the Owners Corporation.

Part 6: Requirements following completion of the Works:

After completion of the Works, the Owner must provide the Owners Corporation with a copy of any requisite Compliance Certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979.

Part 7: Maintenance of the common property:

1. Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of the property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must maintain the Works and all associated additions in a state of good and serviceable repair. The Owner must also maintain those parts of the common property that represent a point of contact between the Works and the balance of the common property.
3. The Owner must renew or replace the Works and all associated additions whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.

Part 8: Indemnity & Costs:

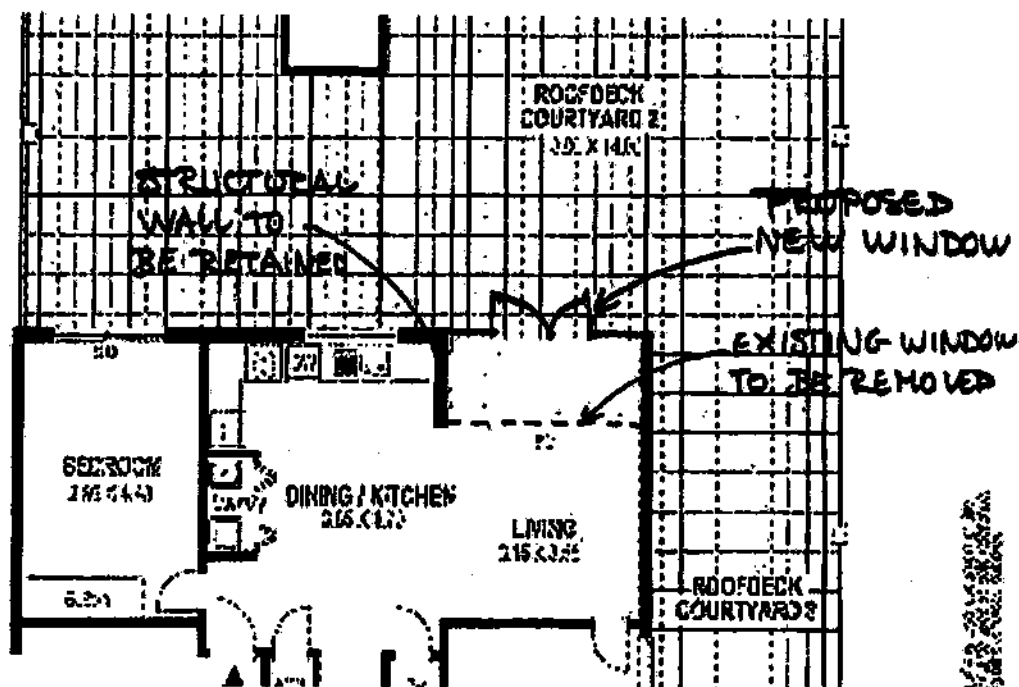
1. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another Lot, because of performance of the Works or the renewal, repair or replacement of the Works.
2. The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.
3. Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996, the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
4. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this By-Law.

Part 9: Breach of a term of the By-Law:

1. If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the Lot, have the necessary work performed and recover the costs of such work from the Owner, or any subsequent Owner of the Lot.
3. Such costs, if not paid at the end of one month after becoming due and payable, bear until paid simple interest at an annual rate of 10%.

4. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Part: 10 Drawings:



Alex Barzilo
B. J. P.
21/09/2017

Special By-Law 6 – Works (AE72785) (as amended by Special By-Law 14 in Dealing AH21946)

Part 1: Grant of right:

Notwithstanding By-Law 5 of the Strata Schemes By-Laws filed with the Strata Plan, the Owner has the right to carry out the Works at its own cost, subject to Part 3 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 the Works installed prior to this By-Law being made.

Part 2: Definitions and Interpretation:

In this By-Law, unless the context otherwise requires or permits:

- a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) **Building** means the building located at 788-822 Bourke Street, Waterloo NSW 2017, known as "Tiara".
- c) **Bond** means a cheque in an amount for the sum of \$500.00 (inclusive of GST) made payable to The Owners – Strata Plan No.67161.
- d) **Insurance** means:
 - i. contractors all risk insurance;
 - ii. public and product liability insurance;
 - iii. insurance required under the Home Building Act 1989 (if applicable); and
 - iv. workers compensation insurance.
- e) **Lot** means any Lot in Strata Plan No.67161.
- f) **Owner** means the Owner of the Lot.
- g) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan registration No.67161.
- h) **Strata Scheme** means the Strata Scheme relating to Strata Plan No.67161.
- i) **Works** means any construction, renovation, alteration or addition to the common property floors, walls, or ceilings within the Strata Scheme.

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) reference to legislation includes references to amending and replacing legislation.

Part 3: Conditions:

Part 3.1 – Before commencement

Before commencement of the Works the Owner must:

- a) obtain approval for the location, type, size and method of construction of the Works from the Owners Corporation, such approval not to be unreasonably withheld;
- b) obtain all necessary approvals from any Authority having jurisdiction over the Works and provide a copy to the Owners Corporation;
- c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;
- d) effect and maintain Insurance and provide a copy of the Insurance Certificate of Currency to the Owners Corporation;
- e) provide the Bond to the Owners Corporation which:
 - i. the Owners Corporation's Strata Managing Agent will deposit into an interest bearing account in a bank defined in the Banking Act 1959, the Reserve Bank or State bank; and
 - ii. which can be used by the Owners Corporation in whole or in part, together with any interest earned to comply with any of the Owner's obligation under this By-Law if the Owner unreasonably refuses or delays in complying.

Clauses 3.1(a), (c), (d) and (e) of this Part 3.1 do not apply to the Works already installed at the time of this By-Law being made.

Part 3.2 – 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 Building Code of Australia and/or other applicable Australian 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 one (1) Month from their commencement or such other period as reasonably approved by the Owners Corporation;
- f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h) ensure that the Works do not interfere with or damage the common property or the property of any other Lot Owner, other than as approved in this By-Law and if this happens, the Owner must rectify that interference or damage within a reasonable period of time at its own cost;
- i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

Part 3.3 – After construction

After the Works have been completed, the Owner must without unreasonable delay:

- a) notify the Owners Corporation that the Works have been completed;
- b) notify the Owners Corporation that all damage, if any, to Lot and the common property caused by the Works and not permitted by this By-Law has been rectified;
- c) provide the Owners Corporation with a copy of any Certificate or Certification required by an Authority having jurisdiction over the Works;
- d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this By-Law or any consents provided under this By-Law;
- e) the Owners Corporation's right to access the Lot arising under this By-Law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

Within one (1) Month of the completion of paragraphs (a) to (e) immediately above, the Owners Corporation must return the Bond or balance remaining to the Owner. Clauses 3.3(a) and (d) of this Part 3.3 do not apply to the Works installed prior to this By-Law being made.

Part 3.4 – Enduring rights and obligations

The Owner:

- a) must maintain, replace and keep in good and serviceable repair the Works installed by them;
- b) must maintain and upkeep those parts of the common property in contact with the Works;
- c) remains liable for any damage to the Lot or the common property arising out of the Works; and
- d) must indemnify the Owners Corporation against any costs or losses arising out of the Works.

For clarity, this Part 3.4 applies to all Works installed prior to and after this By-Law being made.

Special By-Law 7 – Installation of Hard Surface Flooring (AE72785) (amended by Special By-Law 19 in Dealing AH887910)

See Special By-Law 19 in Dealing AH887910 for amended wording.

Special By-Law 8 – Works Lot 83 (AE72785)

Part 1: Preamble-Introduction:

This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Owner of Lot 83 Special Privilege in respect of the common property, to perform work and make alterations in the fit-out of the Lot, all subject to the conditions specified in the By-Law.

Part 2: Definitions & Interpretation:

In this By-Law:

- 1. "approval of the Council" means the approval the Owner has obtained (and any approval the Owner is required to obtain) for the Works from the Council.
- 2. "Owner" means the Owner from time to time of Lot 83.
- 3. "Works" means fitting out the Lot for use as a restaurant, incorporating alterations to ductwork and vents relating to the existing mechanical air handling & ventilation system, installation of bi-fold doors, attachment of a blade sign under the awning advertising the business, connection to the grease trap, installation of a split-system air conditioner with the compressor and the motors to

service the freezer, cool-room and cold-bar, to be situated on the common property at location specified on the plan in Part 10 of this By-Law.

4. Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
5. All parts of this By-Law, including the Introduction, are to be considered in the interpretation of the By-Law.

Part 3: Grant of Special Privilege in respect of the common property:

On the conditions set out in this By-Law, the Owner shall have a Special Privilege in respect of the common property to carry out and thereafter to maintain the Works.

Part 4: Conditions required before the Works commence:

1. Before commencing the Works, the Owner must provide the Owners Corporation with:
 - (a) A copy of Construction Certificate 27427 and any other requisite approval from the Council.
 - (b) A Certificate of Currency for the duration of and for a period of no less than 12 months following completion of the Works, of contractors' all risks insurance cover taken out with a reputable insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works), to which the Owners Corporation is named as an insured party.
2. Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably), to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

Part 5: Performance of the Works:

1. In carrying out the Works, the Owner undertakes that the Owner will and the Owner must ensure that the contractor also undertakes to the Owners Corporation that it will:
 - a) Comply with all conditions and requirements of any requisite approval of the Council, including the terms of Construction Certificate 27247,
 - b) Comply with the terms of approval given by the Owners Corporation under this By-Law, and
 - c) Comply with the Building Code of Australia and relevant Australian Standards.
2. Subject to any extension necessitated by reasons beyond his control (such as bad weather), the Owner must complete the Works within six weeks of commencement.
3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
4. In performing the Works, the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
5. The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
6. The Owner must maintain all areas of the common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state, while the Works are being carried out.
7. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of

another Lot in the Strata Scheme.

8. The Owner must not perform the Works or allow them to be carried out except between the hours of 8AM and 5PM Monday to Saturday inclusive (excluding Sunday and public holidays) or during such other times as may be approved by the Owners Corporation.
9. Condensation and run-off from the air conditioning and plant are to be piped to the existing drainage.

Part 6: Requirements following completion of the Works:

After completion of the Works, the Owner must provide the Owners Corporation with a copy of any requisite Compliance Certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979.

Part 7: Maintenance of the common property:

1. Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, not to maintain a particular item of the property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must maintain the Works and all associated additions and alterations, ancillary fittings and fixtures in a state of good and serviceable repair. The Owner must also maintain those parts of the common property that represent a point of contact between the Works and the balance of the common property.
3. The Owner must renew or replace the Works and all associated additions and alterations, ancillary fittings and fixtures whenever necessary and must repair promptly any damage caused or contributed to by such work including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.

Part 8: Indemnity & Costs:

1. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works for damage to any part of the common property or another Lot, because of performance of the Works or the renewal, repair or replacement of the Works.
2. The Owner must indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the Works, the renewal, repair or replacement of the Works or the keeping of the Works.
3. Should the Owners Corporation be required to carry out work as specified in Section 65 of the Strata Schemes Management Act 1996, the Owner must indemnify the Owners Corporation against any liability or expense for damage to the improvements installed in the course of the Works.
4. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making and registration of this By-Law.

Part 9: Breach of a term of the By-Law:

1. If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms, the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Strata Schemes Management Act 1996, to enter upon the

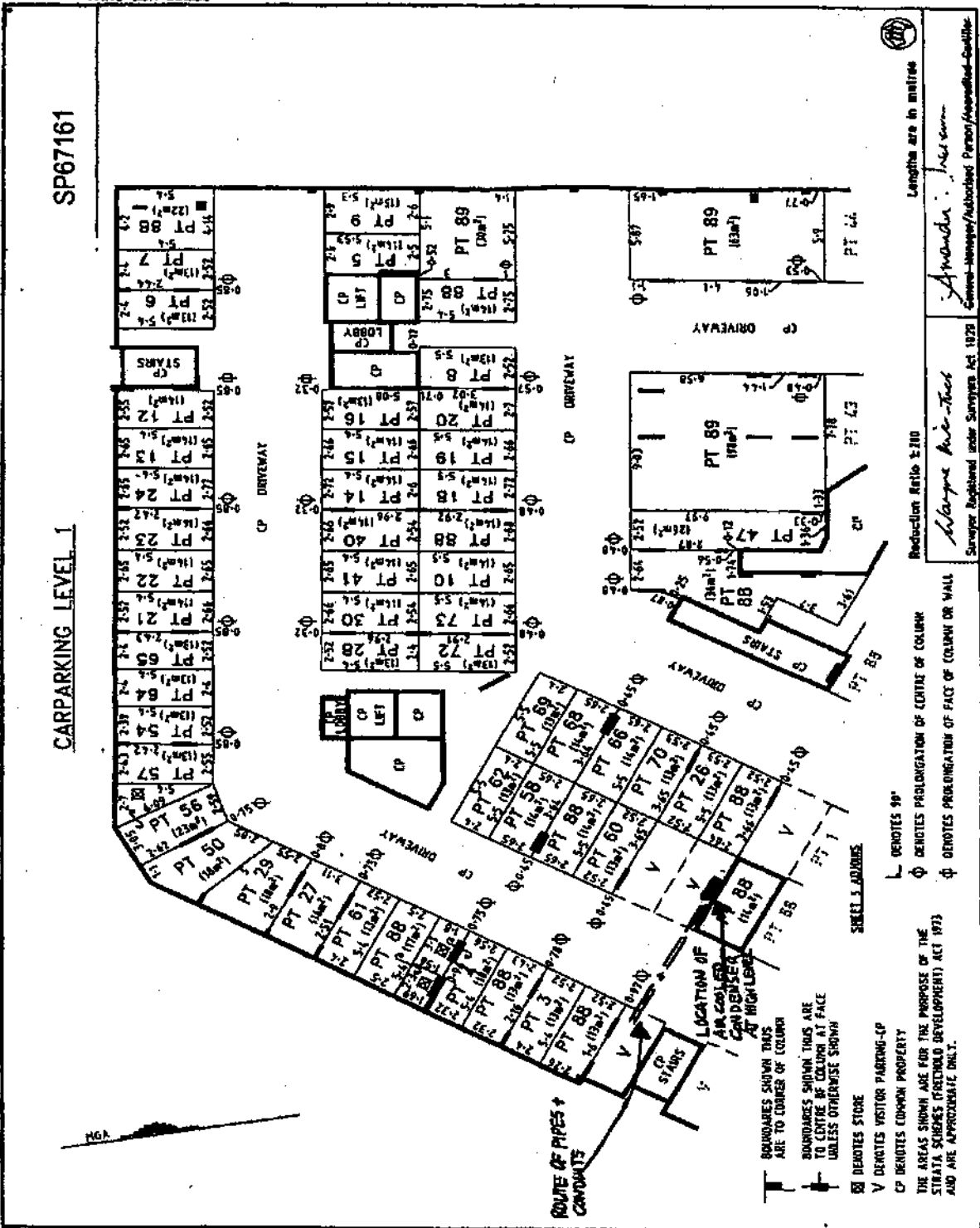
Lot, have the necessary work performed and recover the costs of such from the Owner, or any subsequent Owner of the Lot.

3. Such costs, if not paid at the end of one month after becoming due and payable, bear until paid simple interest at an annual rate of 10%.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

OFFICE USE ONLY

STRAYA PLAN FORM 2

CARPARKING LEVEL 1



L'Espresso

1/16111 - ZACHRY'S SUPPLEMENTS

02 20 of 20



Alex Borgilo
B. Friend
21/09/2017

Special By-Law 9 – Management of Security Arrangements (AE246589)

Part 1: Preamble / Introduction:

- 1) The Owners Corporation has statutory functions that include the principal authority for the management of the Scheme, the administration of the Scheme and the management and control of the common property.
- 2) The Owners Corporation has the statutory duty to manage the finances of the Scheme.
- 3) The Owners Corporation wishes to ensure that the security services are provided to the Owners Corporation and the Owners of Lots within the Strata Scheme as effectively and cost effectively as possible.
- 4) The Strata Scheme forms part of the development bounded by Lachlan, Bourke, Crescent and South Dowling Streets (the Precinct).
- 5) The Owners Corporation may resolve to enter into security arrangements jointly with other entities to take advantage of the efficiencies of service and cost saving that are anticipated by joint engagement of a security company or security and monitoring companies and the shared use of equipment.
- 6) The Owners Corporation may enter into a Deed of Agreement with other bodies corporate and Meriton Apartments Pty. Limited (the developers of Stages 7 and 8 in the Precinct).

Part 2: Definitions & Interpretation:

In this By-Law:

- 1) "Equipment" means electronic equipment such as computers and radios, cameras, a motor vehicle or other form of conveyance and such other equipment as is required for the provision of security for the Strata Scheme and the occupants therein and the other entities.
- 2) "Other entities" means other bodies corporate within the Precinct, Meriton Apartments Pty. Limited (and includes in the case of Stages 7 and 8 legal entities created by registration of plans of subdivision).
- 3) "Outgoings" means the cost of security arrangements, insurance, maintenance, storage, replacement and sharing of equipment.
- 4) "Security arrangements" means the management of the provision of security to the Owners Corporation and includes:
 - a) The execution of necessary deeds, agreement and contractual documents with the other entities.
 - b) The execution of necessary contracts with security providers to provide security services to the Owners Corporation and the other entities.
 - c) The purchase and maintenance of equipment to be used by the Owners Corporation, the other entities and service providers, or by the Owners Corporation in conjunction with other entities and/or service providers.
 - d) Contributions to outgoings.
 - e) Sharing the use of equipment with other entities and making arrangements for the use and storage of equipment.
- 5) "Security Deed" means a Deed which the Owners Corporation Strata Plan 67161, other Owners Corporations and other entities may enter into for the provision of the security arrangements.

- 6) All parts of this By-Law including the Preamble / Introduction are to be considered in the interpretation of this By-Law.

Part 3: Terms:

In addition to the functions conferred or imposed on the Owners Corporation by the Strata Schemes Management Act 1996 or other Act, the Owners Corporation shall have the following powers, authorities, duties and functions:

- 1) The power and authority to enter into security arrangements.
- 2) The power and authority to purchase equipment and pay outgoings.
- 3) The power and authority to purchase equipment and pay outgoings in conjunction with other entities.
- 4) The power and authority to hold equipment and to share equipment with other entities.
- 5) The power and authority to engage consultants and contractors for these purposes.
- 6) The power and authority to apply the funds of the Owners Corporation to these purposes.

Special By-Law 10 - Works Lot 149 (AF496587)

Part 1: Preamble Introduction:

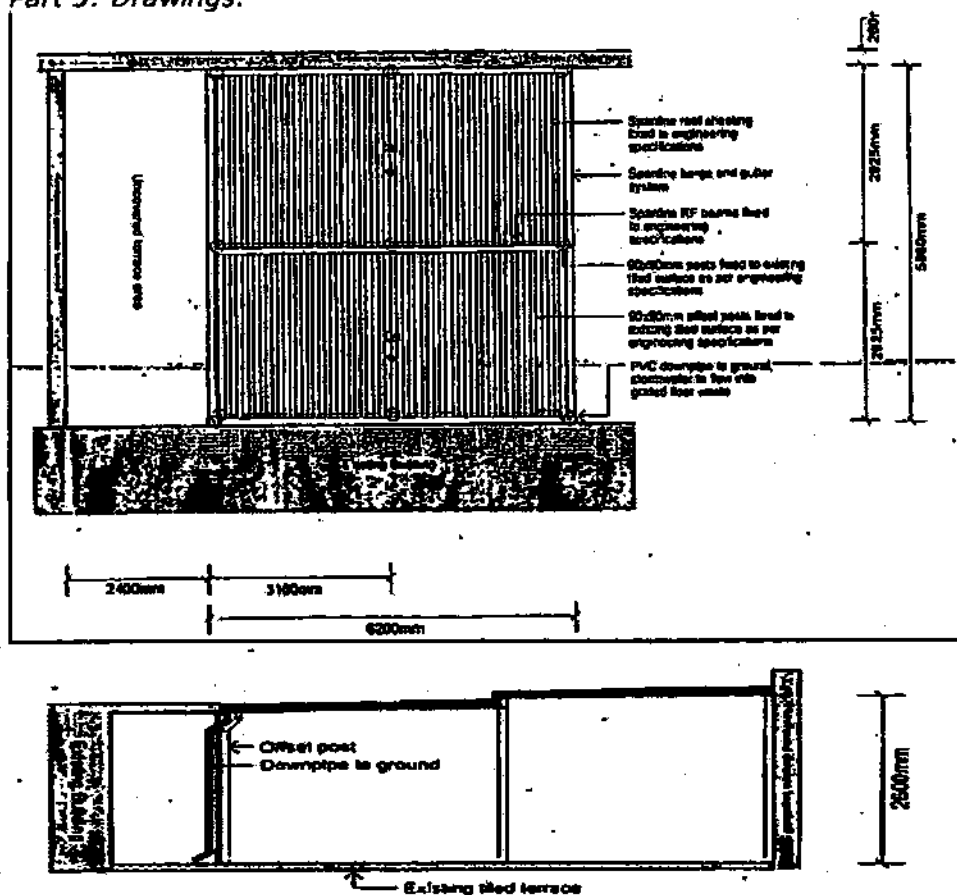
1. This is a By-Law made under the provisions of sections 52 and 65A of the Strata Schemes Management Act 1996.
2. The effect of the By-Law is to grant the Owner of Lot 149 permission to perform work to construct a steel framed patio on the terrace of the Lot, subject to the conditions specified in the By-Law.
3. So far as the works involve any alteration, improvement or enhancement of the common property, this By-Law records the approval of the Owners Corporation in terms of section 65A and the obligation of the Owner to maintain those works in a state of good and serviceable repair.

Part 2: Definitions and Interpretation:

In this By-Law:

1. "Approval of the Council" means any approval the Owner is required to obtain for the Works from all relevant statutory bodies, including the Council.
2. "Drawings" means the drawings forming Part 3 of this By-Law.
3. "Owner" means the Owner from time to time of Lot 149.
4. "Works" means the work to construct a 5860 x 6200 x 2400 high steel framed patio roof on the terrace area of Lot 149 on Level 9 (as depicted in the registered strata plan) attached to the wall at one end and free standing at the other and incorporating 150 x 60 and 200 x 60 main support beams, three 90 x 90 steel posts with off sets for support beams and guttering with the roof sheets, beams and posts to be finished in "Spanline" Classic Cream baked paint finish and generally as shown in the Drawings.
5. Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
6. All parts of this By-Law, including the Preamble Introduction, are to be considered in the interpretation of the By-Law.

Part 3: Drawings:



SIDE ELEVATION



Alex Borzilo
B. [Signature]
21/09/2017

Part 4: Grant of special privilege in respect of the common property:

On the conditions set out in this By-Law, the Owner shall have a special privilege in respect of the common property to carry out and thereafter to maintain the Works.

Part 5: Conditions required before the Works commence:

1. Before commencing the Works, the Owner must provide the Owners Corporation with:
 - (a) A copy of any requisite approval of the Council, including all drawings, specifications, conditions and notes.
 - (b) A copy of any requisite Certificate of Insurance relating to performance of the Works under section 92(2) of the Home Building Act 1989.
 - (c) A Certificate of Currency for the duration of and for a period of no less than 3 months following completion of the Works, of Contractors' All Risks insurance cover taken out with a reputable insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works), to which the Owners Corporation is noted as an interested party.
2. Before commencing the Works, the Owner must obtain from the Owners Corporation its written approval (which shall not be withheld unreasonably) to the proposed means of entering and leaving the building for tradesmen, building materials, tools and debris.

Part 6: Performance of the Works:

1. In carrying out the Works, the Owner undertakes that the Owner will and the Owner must

- ensure that the contractor also undertakes to the Owners Corporation that it will:
- a) Comply with all conditions and requirements of any requisite approval of the Council.
 - b) Comply with the terms of approval given by the Owners Corporation under this By-Law.
 - c) Comply with the Building Code of Australia and all relevant Australian Standards.
 - d) Maintain the integrity of waterproofing of the floor of the terrace.
2. Subject to any extension necessitated by reasons beyond his control (such as bad weather or other exception provided for in the building contract), the Owner must complete the Works within two weeks of commencement.
 3. The Owner may not vary the Works except in accordance with the written approval of the Owners Corporation and if applicable, the Council.
 4. The Owner must ensure that the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their occupiers and Owners.
 5. The Owner must maintain all areas of the common property adjacent to the Works, or used for or in relation to the Works, in a clean and tidy state, while the Works are being carried out.
 6. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.
 7. The Owner must not perform the Works or allow them to be carried out except between the hours of 8:00 AM and 5:00 PM Monday to Friday inclusive, Saturday 8:00 AM to Noon (excluding in each case public holidays) or during such other times as may be approved by the Owners Corporation.

Part 7: Requirements following completion of the Works:

After completion of the Works, the Owner must provide the Owners Corporation with a copy of any requisite Compliance Certificate for the Works under part 4A of the Environmental Planning & Assessment Act 1979.

Part 8: Maintenance of the common property:

1. The Owner must maintain the Works and all associated additions in a state of good and serviceable repair.
2. The Owner must renew or replace the Works and all associated additions whenever necessary and must repair promptly any damage caused or contributed to by such work, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another Lot in the Strata Scheme.
3. Subject to the terms of this By-Law, any subsequent By-Law or any special resolution of the Owners Corporation under section 62(3) of the Strata Schemes Management Act 1996 not to maintain a particular item of property, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the balance of the common property.

Part 9: Indemnity and costs:

1. The Owner indemnifies the Owners Corporation against any liability or expense arising out of the Works, for damage to any part of the common property or another Lot because of performance of the Works or the renewal, repair, replacement or keeping of the Works.

2. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the making and registration of this By-Law.

Part 10: Breach of a term of the By-Law:

1. If the Owner fails to carry out his obligations under this By-Law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
2. Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any conditions referred to herein, then the Owners Corporation or its agents, servants or contractors may carry out such condition and may (in accordance with the provisions of the Strata Schemes Management Act 1996) enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or Owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.
3. Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
4. The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

Special By-Law 11 – Use of a Car Space for Storage (AG236206)

A. Introduction:

1. The Owners Corporation has By-Laws that deal in part with the use of car spaces, storage of flammable materials and appearance of a Lot.
2. Issue has arisen with the residents storing personal items in the car spaces. This makes the car parking area unsightly, constitutes a potential fire risk and provides habitat for vermin and insects such as cockroaches.
3. By-Law 17 provides that the Owner or occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the building. This includes the illumination of a Lot to a noticeably higher level than that which exists in the rest of the building.
4. The purpose of this By-Law is to confirm that By-Law 17 applies to a car space forming part of a Lot and to impose additional conditions.

B. Terms:

1. The Owner or occupier of a Lot shall not keep any item in a car space comprised in a Lot other than a motor or other vehicle or a push bike.
2. The Owner or occupier of a Lot must in the use of a car space comply with the terms of By-Law 17.

Special By-Law 12: Repeal of By-Law 22 "Maintenance of the building and the common property" (AH21946)

By-Law 22 of the Form 27 By-Laws registered with the Strata Plan is repealed.

Special By-Law 13: Repeal of By-Law 31 "Storeroom" (AH21946)

By-Law 31 of the Form 27 By-Laws registered with the Strata Plan is repealed.

Special By-Law 14: Amendment of Special By-Law 6 "Works" in registered dealing AE72785 (AH21946)

Part 2(c) is amended to provide:

Bond means a cheque in an amount for the sum of \$500.00 (inclusive of GST) made payable to The Owners - Strata Plan No. 67161.

Special By-Law 15: Electronic service of notices of General Meeting & other documents (AH21946)

Part 1: Introduction

1. Section 236(3) of the Strata Schemes Management Act 1996 sets out the means by which an Owners Corporation may serve documents on the Owner of a Lot where an address for service is included on the strata roll (post sent to the address of the Lot or service upon a person over the age of 16 at that address).
2. Section 236(4) of the same Act provides that a document may be served on an Owner by personal service, post to the address of the Lot or by deposit (on a Lot or in a post receptacle) and by virtue of sub-section (4) (e) "in any manner authorised by the By-Laws for the service of notices on Owners".
3. Clause 32(1) of Schedule 2 of the Strata Schemes Management Act 1996 provides that Notice of a General Meeting of an Owners Corporation must, at least 7 days before the meeting, be served on each Owner.
4. The purpose of this By-Law is to provide for the service of Notices of a General Meeting and other documents by email.

Part 2: Definitions & Interpretation

1. "Electronic service" means service by email.
2. "Email" means electronic mail.
3. "Notice" means notice of a General Meeting or other document.
4. "Notification of an Email Address" means notification that complies with the requirements of Part 4 of this By-Law.
5. "Seven clear days" means a period of seven (7) days that is computed without including the date a Notice is given and the date a General Meeting is held.
6. Words defined in the Strata Schemes Management Act 1996 have the meaning given to them under that Act.
7. All Parts of this By-Law, including the Introduction, are to be considered in the interpretation of it.

Part 3: Terms

1. The Owners Corporation may in accordance with the terms of this By-Law give an Owner Notice by email.
2. Notice by email may only be given if:
 - a) An Owner has requested or consented to electronic service by giving the Owners Corporation Notification of an Email Address for the service of Notice under this By-Law; and

- b) The Notice is sent to that address; and
- c) If the Notice concerns a General Meeting, such Notice is given at least seven (7) clear days before the General Meeting the subject of the Notice is to be held.

Part 4: Notification of an Email Address

1. An Owner must provide the following particulars to constitute Notification of an Email Address:
 - a) Owner's name.
 - b) Owner's Lot number.
 - c) Owner's email address.
 - d) Confirmation that the Owner requests or consents to electronic service.
2. Nothing in this By-Law:
 - a) Affects the obligation upon an Owner to give notice under the provisions of section 118 (notice to be given to the Owners Corporation of right to cast a vote at the meeting); or
 - b) Limits the capacity of the Owners Corporation to give Notice to an Owner under any other provision of the Strata Schemes Management Act 1996.

Special By-Law 16: Repeal of By-Law 32 "Access key" (AH21946)

By-Law 32 of the Form 27 By-Laws registered with the Strata Plan is repealed.

Special By-Law 17: Repeal of Special By-Law 1 "Keys and charges" in registered dealing 9629313 (AH21946)

Special By-Law 1 "Keys and charges" in registered dealing 9629313 is repealed.

Special By-Law 18: "Access keys and charges" (AH21946)

Part 1: Definitions:

In this By-Law:

1. **Key** – means any proximity security key, security card or other similar device, which enables:
 - a) access to or from Crystal Street, Potter Street or Bourke Street, to the strata parcel;
 - b) access to the lift to the floor level on which an Owner's Lot is located; and/or
 - c) access for vehicles to and from Crystal Street or Potter Street.
2. **Charge** – means the non-refundable cost for the purchase of a Key in the sum of \$100.00.
3. Words importing the singular include the plural and vice versa.
4. Words importing a gender include any gender.
5. Words defined in the Strata Schemes Management Act 1996 have the meaning given to them therein.
6. All parts of this By-Law are to be considered in the interpretation of the By-Law.

Part 2: Owners Corporation's powers:

The Owners Corporation shall have the following powers, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996 or any other Act:

- a) The power and the authority to install and maintain lock alarms, communication systems and other security devices.

- b) The power and the authority to determine, from time to time, conditions for the issue and use of the Key by the Owners and occupiers of Lots.
- c) The power and the authority to restrict issue of the Key to the common property areas and facilities to the Owners and occupiers of Lots who have complied with reasonable conditions determined from time to time by the Owners Corporation.
- d) The power and the authority to undertake an audit and to keep a register of persons to whom the Key is issued, and to require (with which requirement an Owner or occupier of a Lot must comply) the periodic return to the Owners Corporation of a Key for the purpose of cataloguing and re-issuing such Key.
- e) The power and the authority to alter coding of the Key from time to time, in order to maintain or to improve the security of the Scheme.
- f) The power and the authority to engage consultants and contractors for the purpose outlined in paragraphs a to e (inclusive) in this Part 2.
- g) The power and the authority to apply the funds of the Owners Corporation for the purpose outlined in paragraphs a to e (inclusive) in this Part 2.

Part 3: Conditions:

- 1. Key remains the property of the Owners Corporation.
- 2. The Owner of a Lot to whom a Key is given shall exercise a high degree of caution and responsibility in making such Key available for use by any occupier of the Lot, and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of the Lot to any such occupier) to ensure return of the Key to the Owner or the Owners Corporation upon the occupier ceasing to occupy the Lot.
- 3. The Owner or occupier of a Lot shall not, without the prior written approval of the Owners Corporation, duplicate the Key, or cause or permit the Key to be duplicated, and shall take all reasonable precautions to ensure that the Key is not lost or handed to any person other than the Owner or occupier of the subject Lot, and the Key is not disposed of otherwise than by returning it to the Owners Corporation.
- 4. The Owner or occupier of a Lot issued with a Key shall immediately notify the Owners Corporation or the Caretaker if that Key is lost or misplaced.

Part 4: Terms:

The Owners Corporation adopts the following terms for use of the Key.

- a) Key will only be issued to a Lot Owner, or to an occupier authorised in writing by the Lot Owner to receive such Key.
- b) Key will be subject to the Charge, payable immediately upon receipt of the Key, by the Owner of a Lot or by an occupier authorised in writing by the Lot Owner to receive such Key.
- c) If a Key is lost or damaged, a replacement Key may be issued and will be subject to the Charge.
- d) If the Owners Corporation determines (acting reasonably) that a Key is malfunctioning, and that such malfunction has not been caused by the subject Owner or authorised occupier of a Lot, a replacement Key may be issued thereto at no Charge.

- e) Key will be issued on the basis of two (2) Keys per bedroom, plus one (1) additional Key.

Special By-Law 19: Amendment of Special By-Law 7 in Dealing AE72785 (AH887910)

Special By-Law 7 "Installation of Hard Surface Flooring" in registered dealing AE72785 is amended to provide as follows:

Part A: Introduction:

1. The purpose of this By-Law is to regulate installation of flooring other than carpet and underlay. The By-Law establishes a regime under which an Owner may approach the Owners Corporation for permission to install Hard Surface Flooring.
2. The By-Law also provides that if Hard Surface Flooring is installed within a Lot, the Owner of that Lot is responsible for the maintenance and repairs of such flooring.
3. The terms of this By-Law are to be read in conjunction with the terms of Special By-Law "Floor coverings" and By-Law 1 "Noise" registered with the Strata Plan.

Part B: Definitions:

In this By-Law:

1. "Impact Sound Isolation" means underlay rating certified to provide not more than $L_{nT,w} = 50$
2. "Hard Surface Flooring" means any flooring material that is not carpet or underlay.

Part C: Interpretation:

1. In this By-Law, words defined in the Strata Schemes Management Act 1996 have the meaning given to them in that Act.
2. All parts of this By-Law, including the Introduction, are to be considered in the interpretation of it.

Part D: Terms:

1. No Hard Surface Flooring may be installed that does not have at least Impact Sound Isolation rating.
2. The Owner of a Lot must not install, attach or affix any Hard Surface Flooring to serve his Lot, or allow such Hard Surface Flooring to be installed (attached or affixed) or kept, except in compliance with the following terms and conditions.

Part E: Terms and conditions:

1. Prior to installing any Hard Surface Flooring, the Owner must:
 - a) obtain written approval of the Owners Corporation to the proposed location, style, design and type of the Hard Surface Flooring, and
 - b) provide evidence that the proposed installation will be subject to Impact Sound Isolation rating.
2. In performing the installation or construction, the Owner must by himself, his agents, servants or contractors, comply with all conditions and requirements of all applicable By-Laws, Building Code of Australia and all pertinent Australian Standards and comply with the terms of approval given by the Owners Corporation under this By-Law.

Part F: Keeping the Hard Surface Flooring:

1. The Owner must maintain Hard Surface Flooring in a state of good and serviceable repair and must renew or replace it when necessary.
2. The Owner must maintain those areas of the common property that represent a point of contact between the installation of the Hard Surface Flooring and the common property.
3. The Owner at his own cost must repair any damage to the common property or the property of the Owner or occupier of another Lot occurring in the installation, maintenance, replacement, repairs or renewal of any Hard Surface Flooring.
4. The Owner must indemnify the Owners Corporation and the Owners or occupiers of other Lots against:
 - a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property, or person insofar as such injury, loss or damage arises out of, or in the course of, or by reason of the installation of the Hard Surface Flooring, that would not have been incurred if the Hard Surface Flooring had not been installed or constructed, and
 - b) any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the Hard Surface Flooring consequent upon the Owners Corporation performing work to the common property.
5. If the Owner fails to carry out his obligations under this By-Law after being requested in writing to do so, the Owners Corporation will be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996, to carry out the work and recover the costs from the Owner as a debt.
6. The Owner may remove any Hard Surface Flooring, but must do so at his expense and in a workmanlike manner. The Owner must ensure that after any Hard Surface Flooring is removed, the common property is restored to its original condition.

For the purpose of this By-Law, any Hard Surface Flooring shall remain the property of the Owner of the Lot installing it or the Owner of the Lot served by it, whether or not the Owner installed it.

Special By-Law 20: "Floor coverings" (AH887910)

1. An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or occupier of another Lot.
2. This By-Law does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the Strata Plan.

Special By-Law 21 : "Lot 160 Storage works" (AH887910)

Definitions:

- 1) **Consent** means the Owners' consent to this By-Law in the form attached to the Minutes of the meeting at which this By-Law was passed.
- 2) **Storage Works** means the Owner's installation of new metal cladding over Lot 160 in Strata Plan No. 67161 to provide storage of a style, materials and colours to match the design attached to this By-Law.
- 3) The **Owner** means the Owner from time to time of Lot 160 in Strata Plan No. 67161.
- 4) Any term used in this By-Law that appears in the Strata Schemes Management Act 1996

(Act) will have the same meaning as in the Act.

- 5) Singular includes the plural and vice versa.
- 6) A reference to one gender includes a reference to all other genders.
- 7) Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

Rights:

Subject to the *Conditions*, the *Owner* will have a special privilege to carry out the *Storage Works* (including all ancillary structures) at their cost, and exclusive use of the common property immediately affected by the *Storage Works*.

Conditions:

- A. Prior to any *Storage Works* being carried out, the *Owner* must:
 - i) Ensure that contractors of all works have insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in an amount of no less than \$10,000,000.00.
- B. When carrying out the *Storage Works* in accordance with the By-Laws the *Owner* must:
 - i) Comply with all applicable By-Laws in force for the Strata Scheme 67161 and within the reasonable directions of the Executive Committee as to permissible hours of work, movement of building material on the parcel and the disposal of building and other debris; and
 - ii) Ensure the *Storage Works* are carried out by suitably licensed tradesperson and in skilful and workmanlike manner.
- C. The *Owner* will commence the construction of the *Storage Works* within 4 weeks of registration of this By-Law and ensure completion of the *Storage Works* within 8 weeks of registration of this By-Law.
- D. The *Owner* must properly maintain and keep their *Storage Works* in a state of good and serviceable repair (at the *Owner's* cost) and replace their *Storage Works* or any part of them at their own cost as the Owners Corporation may reasonably require from time to time.
- E. The *Owner* must provide access to the *Storage Works* for contractors engaged by the Owners Corporation for the maintenance of current services that are installed on the common property ceiling such as pipes and sprinklers as required from time to time.
 - i) The Owners Corporation must give the *Owner* 3 days' notice of access required to the *Storage Works* for maintenance of the services.
 - ii) The *Owner* will not unreasonably withhold access to the *Storage Works* for the purpose of maintenance of the services and will provide access to contractors engaged by the Owners Corporation for the maintenance of the services.
 - iii) The *Owner* will provide the details of two additional contact persons to the Owners Corporation so that access to the *Storage Works* can be obtained in the case of an emergency, if the *Owner* cannot be contacted.

- F. The *Owner* accepts liability under Section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the *Storage Works*.
- G. If the *Owner* removes the *Storage Works* or any part of the *Storage Works* made under this By-Law, the *Owner* must at the *Owner's* own costs restore and reinstate the common property to its original condition.
- H. The *Owner* must accept liability for any damage caused to the common property, any Lot or any personal property as a result of their *Storage Works* and are responsible to make good that damage immediately after it has occurred.
- I. The *Owner* must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers (including legal costs) as a result of the maintenance or repair/replacement of the *Storage Works* and will pay those costs to the Owners Corporation on demand.
- J. The *Storage Works* will remain the *Owner's* fixtures.
- K. The *Owner* will pay for registration of this By-Law.

"Storage Works"

Monoclad Roof Wall Cladding Product Manual and Proposed Floor Plan



Selection & Specification



Features

- Economical – unique blend of characteristics provides a low installed cost.
- Simple Installation – through fixing and easy notching of flashings.
- 762mm Cover – quick installation and easy handling.
- Hi-Tensile Steel – lightweight and high strength.
- Deep Ribs – provide excellent spanning capability with good water carrying capacity.
- Dorned Crest – provides greater foot traffic performance.
- Anti-capillary Side Laps – gives improved weather structure.
- 2° Minimum Pitch – reduces support structure.
- Fully Tested – a full range of load performance tables to suit almost any application.

Applications

The visual appeal, strength, wide cover, light weight and weather resistance of Stramit Monoclad® cladding makes it perfect for all commercial roofing and walling applications. Its excellent strength and ease of assembly allow for long, economical spans. The large water-carrying capacity and weather-tightness permit very low roof pitches, leading to economies in the building structure. Stramit Monoclad® cladding may also be used for domestic applications.

Stramit Monoclad® cladding is only intended for use in commercial/industrial/residential roof or wall cladding applications. Do not use for any other purpose.

IMPORTANT NOTE

The information contained within this brochure is as far as possible accurate at the date of publication, however, before application in a particular situation, Stramit Building Products recommends that you obtain qualified expert advice confirming the suitability of product(s) and information in question for the application proposed. While Stramit accepts its legal obligations, be aware however that to the extent permitted by law, Stramit disclaims all liability (including liability for negligence) for all loss and damage resulting from the use of the information provided in this brochure.



Alex Borzillo
B. Borzillo
21/09/2017

Materials

Stramit Monoclad® cladding is manufactured from hi-tensile G550 colour coated steel or zinc aluminium alloy coated steel. In some locations galvanised and severe environment colour coated steel may be available by arrangement. Colour coated steels are in accordance with AS2728 - Category 3 and, for the substrate, with AS1397 Zinc aluminium alloy coated AZ150 and galvanised Z450 conform to AS1397.

Stramit has a comprehensive range of colours as standard. Ask your nearest Stramit location for colour availability.

STRAMIT MONOCLAD CLADDING - SHEETING MASS (kg/m² of roof area)

	ZINCALUME®	COLORBOND®	GALVANISED
0.42mm BMT	4.28	4.35	4.65
0.48mm BMT	4.86	4.93	5.23

Adverse Conditions

Stramit Monoclad® cladding will give excellent durability in almost all locations. It is however important to choose the correct coating for each application environment. The table below shows the suitability of coating types for different exposure conditions.

Suitability of coating type	Site exposure condition				
	benign	moderate	marine	severe	very severe
ZINCALUME®	✓	✓	X	X	X
GALVANISED Z150	✓	✓	X	X	X
COLORBOND®	✓	✓	✓	X	X
COLORBOND® ULTRA	N/A	N/A	✓	✓	X

✓ Question marks indicate conditions where durability may be diminished depending on the particular application.

The approximate site exposure conditions in the table above are defined below.

Site exposure condition	Distance of the from	
	breaking surf	calm surf
benign	1001m +	1001m +
moderate	401m-1000m	201-1000m
marine	201m-400m	101m-200m
severe marine	100m-200m	0m-100m
very severe marine	0m-100m	N/A

The suitability and exposure tables above are guidelines only; conditions will vary from site to site. If uncertain about the appropriate coating for a particular application, or if the product is to be used in environments affected by industrial emissions, fossil fuel combustion or aerial farming, contact your nearest Stramit office for advice.

Compatibility

All building products need to be checked for compatibility with adjacent materials. These checks need to be for both direct contact between materials, and where water runs from one material to another. The following guidelines generally avoid material incompatibility:

- For zinc aluminium alloy coated steel, colour coated steel and galvanised steel roofs avoid copper, lead, green or treated timber, stainless steel and mortar or concrete.
- In addition galvanised steel roofs should not receive drainage from aluminium or any inert materials, such as plastics, glass, glazed tiles, colour coated steel and zinc aluminium alloy coated steel. Contact Stramit for more detailed information.

Testing

Stramit has in-house, purpose built, testing equipment used to design, develop and improve products for the Australian market. In addition many Stramit products are tested or witnessed by independent organisations. These include:

- Cyclone Testing Station (James Cook University)
- The University of Sydney
- University of Technology, Sydney

This ongoing research and development activity ensures that Stramit remains at the forefront of innovation, design and consumer information.

Architectural Specification

This specification can be found on the Stramit web site and can be easily downloaded onto your documentation.

The roofing/walling shall be 0.42 (or 0.48) mm BMT Stramit Monoclad® cladding in continuous lengths with trapezoidal ribs approximately 29mm high, spaced at 190mm centres. Sheeting material shall be processed steel sheet to Australian Standard AS1397, with a minimum yield stress of 550MPa (Grade G550) and an AZ150 zinc-aluminium coating with or without an oven-baked paint film of selected colour. The sheeting shall be fixed to the purlins/girts in accordance with the manufacturer's recommendations. Suitable fixing screws in accordance with Australian Standards AS3566, Class 3, shall be used at every rib at every support with side lap fasteners installed at mid span if required. Sheets shall be laid in such a manner that the approved side lap faces away from the prevailing weather. A minimum of 50mm shall be provided for projection into gutters. Flashings shall be supplied in compatible materials as specified; minimum cover of flashing shall be 150mm. All sheeting shall be fixed in a workman-like manner, leaving the job clean and weather-tight. Repair minor blemishes with touch-up paint supplied by the roof manufacturer. All debris (nuts, screws, cuttings, filings etc.) shall be cleaned off daily.

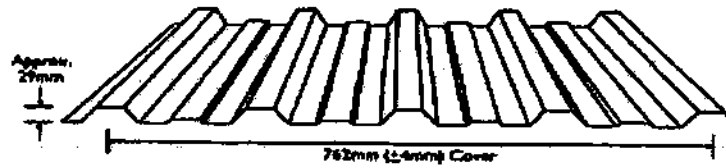


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21/09/2017

Design

Spans

The spans shown below take account of 'normal' foot traffic and wind resistance including local pressure zone effects. Pressures are based on AS4055 or AS1170.2. Where the two standards differ, the worst case has been taken for each classification. Data should only be used for buildings 7m or less in height, 1000m² or less in area and unaffected by land topography.



STRAMIT MONOCLAD® CLADDING - MAXIMUM SPAN CHART (mm)												
bmt (mm)	roofs					walls					overhangs	
	pressure (kPa) service -ability	strength	double spans	equal spans	internal (end) span combination	pressure (kPa) service -ability	strength	double spans	equal spans	internal (end) span combination	free edge	suffered edge
N1 or Region A (sheltered suburban)												
0.42	0.76	1.35	1350	1350	1700 (1400)	0.61	1.04	2700	2850	3000 (2500)	150	400
0.48	0.76	1.35	1700	1700	2300 (1900)	0.61	1.04	2900	2750	3000 (2500)	200	500
N2 or Region B (sheltered suburban) and Region A (exposed suburban)												
0.42	0.78	1.94	1350	1350	1700 (1400)	0.61	1.49	2700	2850	3000 (2500)	150	400
0.48	0.78	1.94	1700	1700	2300 (1900)	0.61	1.49	2900	2750	3000 (2500)	200	500
N3 or Region A (rural) and Region B (exposed suburban)												
0.42	1.18	2.96	1350	1350	1700 (1400)	0.92	2.25	2050	2200	2800 (2300)	100	300
0.48	1.18	2.96	1700	1700	2300 (1900)	0.92	2.25	2600	2500	3000 (2500)	150	400

Internal spans must have both end spans 20% shorter.

Values are only valid for use with steel support members of 1.5mm or thicker. Where thinner supports are used, fastener capacity must be checked. Refer to Stramit® Top Hat & Batens Product Technical Manual for more information.

For more specific applications Stramit Monoclad® cladding must be designed to the pressure and foot traffic limitations below.

Pressures

STRAMIT MONOCLAD® CLADDING - SERVICEABILITY LIMIT STATE CAPACITY											
thickness bmt (mm)	fasteners per sheet at each support	span type	pressure (kPa) at the spans (mm) shown								
			600	900	1200	1500	1800	2100	2400	2700	3000
0.42	4	internal	3.41	3.41	3.75	2.76	2.10	1.64	1.29	1.01	0.80
		equal	5.00	5.00	2.87	1.88	1.34	1.02	0.81	0.67	0.56
		double	4.06	4.06	2.34	1.55	1.13	0.88	0.72	0.61	0.53
0.48	4	internal	7.28	7.28	4.44	3.11	2.37	1.91	1.61	1.40	1.23
		equal	5.07	5.07	3.76	2.78	2.05	1.49	1.04	0.68	0.39
		double	4.54	4.54	3.52	2.70	2.05	1.55	1.15	0.83	0.56

STRAMIT MONOCLAD® CLADDING - STRENGTH LIMIT STATE CAPACITY (Non-cyclonic)											
thickness bmt (mm)	fasteners per sheet	span type	pressure (kPa) at the spans (mm) shown								
			600	900	1200	1500	1800	2100	2400	2700	3000
0.42	4	internal	8.69	8.69	7.01	5.75	4.81	4.09	3.52	3.07	2.69
		equal	7.13	7.13	6.59	5.63	4.72	3.93	3.27	2.72	2.25
		double	6.24	6.24	4.81	4.00	3.49	3.14	2.88	2.69	2.53
0.48	4	internal	9.42	9.42	8.33	6.99	5.81	4.83	4.02	3.34	2.77
		equal	8.17	8.17	7.52	6.32	5.18	4.21	3.38	2.69	2.10
		double	8.10	8.10	7.46	6.38	5.37	4.50	3.77	3.16	2.64

Tables are based on testing to AS1542 and AS4040 parts 0, 1 and 2. Internal spans must have both end spans 20% shorter.

Values are only valid for use with steel support members of 1.5mm or thicker. Where thinner supports are used, fastener capacity must be checked. Refer to Stramit® Top Hat & Batens Product Technical Manual for more information.

Refer to Stramit® Cyclonic Areas Roof and Wall Cladding brochure for information on use in cyclonic regions.



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Foot Traffic

Foot traffic limits for Stramit Monoclad® cladding are shown for three alternate foot traffic categories. These are:

- **High Maintenance** - for applications with repeated maintenance, particularly where personnel may be unfamiliar with correct procedures for walking on metal roofs.
- **Normal** - based on traditional expectations, with moderate maintenance foot traffic using designated foot paths.
- **Controlled** - spans that conform to AS1562 but require minimal careful foot traffic only on the designated foot path. Suggested for use only where occasional aesthetic imperfections from foot traffic are acceptable.

STRAMIT MONOCLAD CLADDING - FOOT TRAFFIC LIMITED SPANS (mm)

thickness mm	fasceners per sheet	span type	heavy	normal	controlled
0.42	4	Internal	-	1700	2100
		equal	-	1350	1800
		double	-	1350	1800
0.48	4	Internal	1000	2300	2700
		equal	800	1700	2250
		double	800	1700	2250

Tables are based on tests to AS1562 and AS4040 parts 0 and 1

For more information on foot traffic performance of Stramit Monoclad® cladding and other Stramit roofing profiles refer to Stramit's Foot Traffic Guide

Spring Curving

Stramit Monoclad® cladding can be spring-curved, concave and convex, including curved ridges, provided it is sealed at the apex and within the recommended limits below:

STRAMIT MONOCLAD CLADDING - SPRING-CURVED RADIUS LIMITS (mm)

limit (mm)	performance restricted		restricted by drainage at the rainfall intensities shown		
	minimum* radius	lowest neutral radius	370 mm/hr	220 mm/hr	150 mm/hr
0.42	70*	132	105	177	259
0.48	60*	132	105	177	259

*As these radii a maximum support spacing of 1200mm applies, and limit state pressure capacities are reduced by 14% for serviceability and 7% for strength. These reductions apply proportionately up to the lowest neutral radius.

For more comprehensive information on spring curving Stramit Monoclad® cladding and other Stramit® roofing profiles refer to the Stramit Spring Curving Guide.

Thermal Expansion

All metal roof sheeting is subject to thermal expansion and, where there is a temperature difference between the sheeting and the structure, this needs to be accommodated. The colour of the sheeting will affect the amount of thermal expansion, and whether the sheet is flat or curved will affect its ability to resist without problems.

Sheet lengths should be limited to those shown below.

STRAMIT MONOCLAD CLADDING - MAXIMUM SHEET LENGTH (m)

roof colour	light	dark
Flat	25	17
Spring-curved	20	17

Water Carrying

Stramit Monoclad® cladding has excellent water-carrying capacity enabling roof slopes to be as low as 2° for many applications. Roof run lengths are the combined lengths of all roof elements contributing to a single pan drainage path. This can include the roof length upstream of a roof penetration that concentrates flow into other pans. The table below gives slopes for 100 year return period rainfall intensity.

STRAMIT MONOCLAD CLADDING - MINIMUM ROOF SLOPE (degrees)

rainfall intensity mm/hr	total roof run length (m)											max roof run length (m) at min slope
	30	40	50	60	70	80	90	100	110	120	130	
150								2.0	2.3	2.9	3.6	105
175							2.0	2.0	2.7	3.5	4.3	90
200						2.1	2.9	3.8	4.8	5.9	7.1	78
225					2.0	2.9	3.9	5.1	6.3	7.7	9.2	70
250				2.0	2.7	3.8	5.1	6.5	8.0	9.7	12	63
275				2.3	3.5	4.8	6.3	8.0	9.9	12	15	57
300			2.0	2.9	4.3	5.9	7.7	9.7	11	15	17	52
325			2.2	3.6	5.2	7.1	9.2	12	15	17	20	48
350			2.7	4.3	6.2	8.3	11	14	17	20	24	45
375		2.0	3.2	5.1	7.2	9.7	13	16	19	23		42
400		2.0	2.1	3.8	5.9	8.3	12	15	18	22		39

*Exceeds the scope of this manual

Notes: Depth of flow in pan = 60% height of underlap (measured industry standards)

For more information on water carrying performance of Stramit Monoclad® cladding and other Stramit roofing profiles refer to Stramit's Roof Slope Guide.

Darwin Area

Information on the use of Stramit Monoclad® cladding in the Darwin area can be found in deemed-to-comply sheets M/148/01, M/103/03 and M/104/04 in the Darwin Area Manual. These are available from Stramit.



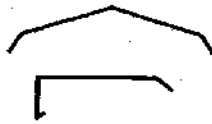
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21/09/2017
B. J.

Procurement

Prices

Prices on Stramit Monoclad® cladding and its accessories can be obtained from your nearest Stramit location or distributor of Stramit products. As Stramit does not provide an installation service, ask your tradesperson for a supply and fix price. Contact your nearest Stramit location for the names of tradespersons in your area.

Related Products



Ridge Capping – standard or custom dimensions

Flashings – a range of custom flashings



Filter Strips – top and bottom; for eaves, ridge and joint sealing

Use only where sealing is preferred to ventilation



Insulation & roofing mesh – a range of mesh, plain & foil backed blanket



Translucent sheeting – fibreglass sheeting in a range of shades and densities

Length

Stramit Monoclad® cladding is supplied cut-to-length. When designing or transporting long products ensure that the length is within the limit of the local Transport Authority regulations. The manufacturing tolerance on the length of product supplied is +0, -15mm.

Ordering

Stramit Monoclad® cladding can be ordered directly, through distributors, or supplied and fixed from a roofing contractor.

Delivery/Unloading

Delivery can normally be made within 48 hours, subject to the delivery location, quantity and material availability, or can be at a pre-arranged date and time. Please ensure that suitable arrangements have been made for truck unloading, as this is the responsibility of the receiver. Pack mass may be up to one tonne. When lifting Stramit Monoclad® cladding, care should be taken to ensure that the load is spread to prevent damage.

Handling/Storage

Stramit Monoclad® cladding should be handled with care at all times to preserve the product capabilities and quality of the finish. Packs should always be kept dry and stored above ground level while on site. If the sheets have become wet, they should be separated, wiped and placed in the open to promote drying.

Installation

Fasteners

All fastening screws must conform to AS3566 – Class 3, are to be hexagon headed and for roofing must be used with sealing washers. For connecting to purlins or top hats use:



For steel (0.75bmt or greater)*
– No.12 x 45mm self-drilling and threading screws for crest fixing



– No.10 x 16mm self-drilling and threading screws for pan fixing to walls



For timber (F11 or better)
– No.12 x 65mm type 17 screws for crest fixing



– No.10 x 25mm type 17 screws for pan fixing to walls



Side Laps
– No.8 - 15 x 15mm self drilling and threading screws, or



– 3.2mm diameter sealed aluminium pop rivets

* For steel less than 0.75bmt thickness refer to Stramit® Top Hats & Batten Product Technical Manual.

Site Induction

Consideration should be given to handling and installation issues as part of site induction safety procedures. Specific consideration should be given to pack handling, avoidance of cuts, trips, slips and falls, long sheet handling particularly in windy conditions, sheet cutting procedures and surface temperature on sunny days. Personal Protection Equipment (PPE) should always be used.

Installation

Stramit Monoclad® cladding is readily installed with or without fibreglass insulation blanket. If practical lay sheets in the opposite direction to prevailing weather. Installation of Stramit Monoclad® cladding is a straightforward procedure using the following fixing sequence:

- 1) Ensure all purlins are in line and correctly installed and that mesh and blanket (if specified) are in place.
- 2) Position and fix the first sheet ensuring the correct sheet overhangs (minimum 50mm). Ensure that screws are not overtightened.
- 3) Continue to fix subsequent sheets checking that sheet ends at the lower edge are exactly aligned.

It is important that the underlap of one sheet does not protrude beyond the overlap of the next – if this is unavoidable, the underlap must be trimmed locally or water 'drawback' may occur.



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