

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | MORTON REAL ESTATE 5/10 Wharf Crescent Pyrmont NSW 2099 | phone 0447 696 425 fax ref Ian Qiu |
| co-agent | Not Applicable | phone fax ref |
| vendor | MARIA CRISTINA NORMA CIGOLINI 12/5 Elger Street, Glebe NSW 2037 | |
| vendor's solicitor | CLINCH LONG WOODBRIDGE Level 5, 99 York Street, Sydney NSW 2000 PO Box 1614, Queen Victoria Building NSW 1230 email: yregueira@clw.com.au | phone +61 2 9279 4888 fax +61 2 9279 4555 ref SSA:YIR:117738-11 |
| date for completion | 31 January, 2022 (clause 15) | |
| land (address, plan details and title reference) | 12/5 ELGER STREET, GLEBE NSW 2037 Registered Plan: Lot 8 in Strata Plan 94096 Folio Identifier 8/SP94096 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| improvements | <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Secure bike parking station x 2 | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains | <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: microwave, air conditioner, intercom, integrated refrigerator, data points | <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels | <input checked="" type="checkbox"/> cooktop & oven <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's | | | | |
| <input type="checkbox"/> solicitor | | | | |
| <input type="checkbox"/> conveyancer | email: | phone fax ref | | |
| price | \$ | | | |
| deposit | \$ | (10% of the price, unless otherwise stated) | | |
| balance | \$ | | | |
| contract date | (if not stated, the date this contract was made) | | | |

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)**Electronic transaction** (clause 30) ☐ no ☒ YES

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

Parties agree that the deposit be invested (clause 2.9)

☒ NO ☐ yes**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *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 (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch 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

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

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

Strata Choice

Tel: 9249 9831

Email: avumeski@strstachoice.com.au

SECTION 66W CERTIFICATE

I, Yolanda Regueira of Level 5, 99 York Street, Sydney, Licensed Conveyancer, certify as follows:

- (a) I am a Licensed Conveyancer licensed under the *Conveyancers Licensing Act 2003* to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as 12/5 Elger Street, Glebe from Maria Cristina Norma Cigolini (as Vendor) to
(as Purchasers) in order that there be no cooling off period in relation to that contract.
- (c) I do not act for the Vendor and am not employed in the legal or conveyancing practice of a Solicitor or Conveyancer acting for the Vendor nor am I a member or employee of a firm of which a Solicitor or Conveyancer acting for the Vendor is a member or employee.
- (d) I have explained to the Purchasers:
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate; and
 - (iii) the effect of giving this certificate to the Vendor.

DATED this day of 2021.

Yolanda Requeira, Licensed Conveyancer

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:

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

33. Amendments to Printed Form

The printed form of this contract is amended as follows –

33.1 clause 6.2 is deleted;

33.2 clause 7.1.1 is amended by deleting "5%" and inserting in its place "1%";

33.3 clause 7.2.1 is amended by deleting "10%" and inserting in its place "5%";

33.4 clause 8.1.1 is amended by deleting the words "on reasonable grounds";

33.5 clause 8.1.2 is amended by deleting the words "and those grounds";

33.6 There is inserted after clause 10.3 a new clause as follows –

"10.4 For the purposes of this clause 10 the vendor discloses all of the material appearing in the copy documents attached to this contract whether specified on page 2 or not and all material so appearing is deemed to have been disclosed in substance in this contract."

33.7 clause 12.1 and 12.2 be deleted;

33.8 clause 14.4 is amended by inserting the words "without the benefit of a threshold" after the word 'year' and by deleting clause 14.4.2;

33.9 clause 16.5 is amended by deleting the words "plus another 20% of that fee";

33.10 clause 16.8 is deleted;

33.11 clause 20.6.5 of the printed form of this contract is deleted and there is inserted in its place –

"20.6.5 *served* on a *party* if the document is sent by facsimile transmission to the fax number stated in this contract for that *party's solicitor* and in any such case is deemed to be *served* when the transmission has been completed except where –

20.6.5.1 the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission is deemed to not have been given or made, or

20.6.5.2 the time of the dispatch is not before 5:00 p.m. (17.00 hours) local time on a *business day* in which case the document is deemed to have been *served* at the commencement of business on the next *business day*."

33.12 clause 23.13 is deleted;

33.13 clause 23.14 is deleted; and

33.14 clause 25.2 is deleted.

34. Agent Warranty

The purchaser warrants that it was not introduced to the *property* by or through any real estate agent other than the agent, if any, named in this contract. The purchaser hereby indemnifies and shall keep indemnified the vendor from and against any and all liability, claims, demands, actions, suits, losses, damages, costs and expenses (including legal costs on a *solicitor/client* basis) incurred or suffered by or made against the vendor at any time whether before, at or after completion by reason of any breach of such warranty. This clause shall not merge on completion.

35. Notice to Complete

A *party* entitled to *serve* a notice to complete may *serve* a notice requiring completion of this contract on a day being not less than 14 days after the date of *service* on the notice. The notice is to be deemed both at law and in equity sufficient notice to make time of the essence of this contract notwithstanding that the *party serving* the notice has not made any previous request or demand for completion.

Despite any other provision of this contract if the purchaser fails to complete this contract and a notice to complete is *served* by the vendor's *solicitor* then the purchaser shall be liable for the vendor's legal costs for preparation and *service* of the notice to complete in the agreed sum of \$385.00 (inclusive of GST). The purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract.

36. Completion

Despite any other provision of this contract if the purchaser fails to complete this contract on or before the intended date for completion then the purchaser will pay at completion, in addition to the balance of the purchase moneys payable hereunder, interest on the balance purchase moneys at the rate of ten per centum (10%) per annum calculated from but excluding the intended date of completion up to and including the date of actual completion.

37. Transfer

The purchaser acknowledges that all information of the type referred to in clause 4.2 is set out in this contract and the purchaser by execution of this contract will be deemed to have waived the necessity for any additional information of that type to be *served* on the purchaser by the vendor.

38. Purchaser Acknowledgement

The *property* together with the improvements thereon is sold in its present state of repair and condition both patent and latent and the purchaser acknowledges that it buys the *property* relying on its own inspection, knowledge and enquiries and that it does not rely upon any warranties or representations made to it by or on behalf of the vendor except as may be expressed in this contract or deemed to be included in this contract by virtue of the provisions of Section 52A(2)(b) of the Conveyancing Act 1919.

39. Purchaser Warranties

The purchaser will –

- 39.1 take title and complete this contract subject to any sewer the existence of which is specifically disclosed in this contract and subject to the existing water drainage gas electricity telephone or other installations and services (if any);
- 39.2 make no objection *requisition* or claim for compensation if the sewer so disclosed passes through or penetrates the subject *property* or passes under any building or other structure erected on the subject *property*;
- 39.3 make no objection *requisition* or claim for compensation if any boundary of the *property* is not fenced or if any boundary fence or wall is not upon or *within* such boundary, provided that the *property* is not affected by any notice or claim referred to in paragraph 7 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2010 except as specifically disclosed in this contract;
- 39.4 make no objection *requisition* or claim for compensation if there is any encroachment by or upon the subject *property* or if the *property* together with the improvements thereon does not comply with the provisions of the Local Government Act 1993 or any ordinance made thereunder, provided that any such encroachment or non-compliance is specifically disclosed in this contract; and
- 39.5 not require the vendor to carry out any works on the subject *property*.

40. Death and Capacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at Law or in equity had this clause not been included herein, should the purchaser (or anyone or more of them) prior to completion –

- 40.1 die or become bankrupt or mentally ill, then the vendor may *rescind* this contract by notice in writing forwarded to the purchaser or to the *solicitor* named as the purchaser's *solicitor* in this contract, and thereupon this contract will be at an end, and the provisions of clause 19 hereof will apply, or
- 40.2 being a company, resolve to go into liquidation or have a summons filed or an application made for its winding up, or enter into any scheme of arrangement with its creditors pursuant to the Corporations Act 2001, or should any administrator, liquidator, provisional liquidator, receiver, and/or manager be appointed in respect of the purchaser then the purchaser will be deemed to be in default hereunder.

41. Encumbrances

The purchaser will not be entitled to require the vendor prior to completion to register a discharge of any mortgage or a withdrawal of any caveat or encumbrance affecting the subject land but will accept on completion a discharge of any such mortgage or withdrawal of any such caveat or encumbrance in registrable form together with the appropriate registration fees therefore.

42. No Merger

Any clause or special condition of this contract capable of taking effect after completion of this contract will not merge on completion but rather will continue in full force and effect after completion.

43. Building Certificate

Notwithstanding anything else contained herein the *parties* agree that should the purchaser apply for a building certificate pursuant to the Environmental Planning & Assessment Act 1979 and the relevant council should list any defects or require any work to be carried out, then subject to the Conveyancing (Sale of Land) Regulation 2017 the purchaser shall make no objection, *requisition* or claim for compensation or *rescind*, *terminate* or delay completion of this agreement and the vendor shall not be required to expend any monies or carry out any works in relation thereto.

44. Contract Alterations

Notwithstanding any rule of law or equity to the contrary, each *party* authorises his *solicitor*, or any employee of such *solicitor* to make any alterations to this contract after it is signed by such *party* but prior to the making of this contract, and any such alterations shall be binding on the *party* so authorising.

45. Land Tax

Notwithstanding if the adjustment of land tax is marked 'NO' on page 2 of this contract, the *parties* agree that should completion be delayed past 31 December of the current year through no fault of the vendor, then land tax is to be adjusted on completion in accordance with clause 14.

46. Investment of the Deposit

Should the deposit be invested in accordance with clause 2.9, it is expressly agreed that neither the vendors' *solicitor* nor the vendors' agent will be responsible in any way for any loss occasioned by the investment of the deposit. The *party* entitled to the deposit on the completion, rescission or termination of this contract (whichever in fact occurs) will bear the risk of loss of the said deposit.

47. Special Conditions

In the event that there is any inconsistency between the printed clauses in this Contract and the Special Conditions in this Contract, the Special Conditions will prevail.

48. Entire Agreement

This agreement is the entire agreement between the parties in respect of its subject matter.

49. FIRB Approval

The Purchaser warrants it does not require the consent of the Foreign Investment Review Board ("FIRB") to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for the Purchaser's non compliance to the Foreign Acquisitions and Takeovers Act 1975 relating to the foreign acquisition of certain land interests and to foreign control of

certain business enterprises and mineral rights, then the Purchaser shall indemnify and keep indemnified the Vendor against such fine or penalty. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

50. Release of Deposit

The Purchaser gives the Vendor permission to use the deposit or any part of it for the purchase by the Vendor of another property or to pay stamp duty for the purchase of another property thereof.

51. Requisitions on Title

The purchaser cannot make any requisition under or in connection with this contract other than a requisition concerning title to the property.

52. Section 184 Certificate

The vendor is not obliged to give the purchaser a Certificate under Section 184 of the Strata Management Act. The vendor authorises the purchaser to apply for a Certificate and to apply for and make any inspections available from the Owners Corporation under this section. If before completion the vendor or the vendor's agent provides a Certificate under Section 184 of the Strata Management Act, the purchaser must reimburse the vendor for the costs of the Certificate as an adjustment on completion.

53. Guarantee

The word "guarantor" means _____ of _____.

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

53.1.1 payment of all money payable by the purchaser under this contract; and

53.1.2 the performance of all of the purchaser's other obligations under this contract.

53.2 The guarantor –

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

53.2.2 must pay on demand any money due to the vendor under this indemnity.

53.3 The guarantor is jointly and separately liable with the purchaser to the vendor for –

53.3.1 the performance by the purchaser of its obligations under this contract; and

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

- 53.4 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 53.5 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 53.6 The guarantor's obligations under this clause are not released, discharged or otherwise affected by –
- 53.6.1 the granting of any time, waiver, covenant not to sue or other indulgence;
- 53.6.2 the release or discharge of any person;
- 53.6.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- 53.6.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- 53.6.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 53.6.6 the winding up of the purchaser.
- 53.7 This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a deed between the vendor and the guarantor.

SIGNED SEALED & DELIVERED)
 by the guarantor)
 in the presence of –)

.....
 Signature of witness

.....
 Signature of guarantor

.....
 Name of witness

54. Electronic Settlement

- 54.1 If the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law by written notice to each other this clause will apply.

- 54.2 The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically and there is a recognised exemption (together with a copy thereof) at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement and each party shall pay their own costs.
- 54.3 In the event the parties have elected to conduct the matter via PEXA, within seven (7) days of exchange or in the event that this contract is of an unregistered lot, within seven (7) days after the registration of the plan of subdivision creating the Property, the vendor will create and populate an electronic workspace for the matter, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may create the workspace.
- 54.4 Within two (2) business days of receipt of the invitation to join the workspace the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join the workspace.
- 54.5 The purchaser must stamp and validate the transfer within five (5) business days after the date of the creation of the PEXA workspace. This is an essential term of the contract solely for the benefit of the vendor.
- 54.6 Anything that cannot be delivered electronically and the other party is entitled to receive at settlement (including an order on the agent, bank guarantees or relevant lease documentation) must be provided to the other party (if a document) in scan form prior to completion by loading into the PEXA workspace and if the original is required by posting to the other party to hold in escrow prior to completion together with an irrevocable authority to release the original document to the other party following financial completion. In the event that a party requests in writing that a document be returned as settlement has not completed as planned, the other party must immediately return the document to the requesting party.
- 54.7 Each party must undertake its best endeavours to:
- 54.7.1 accept the settlement by the date that is ten (10) business days prior to the completion date and they must ensure any bank associated with their role in the contract also accepts the settlement time by the date that is ten (10) business days prior to the completion date; and
- 54.7.2 ensure that all documents are completed and stamped and all financial matters are complete (other than the loading of funds) the day prior to completion.
- 54.8 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

55. Sewer Service Diagram

The Vendor discloses that a sewer service diagram is not available for the property as indicated in letter from Sydney Water dated 19 October, 2021 and attached to the Contract. The Purchaser can make no objection, requisitions or claim for compensation nor delay settlement in this respect.



FOLIO: 8/SP94096

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 19/10/2021 | 8:45 AM | 2 | 3/12/2019 |

LAND

LOT 8 IN STRATA PLAN 94096
AT GLEBE
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

MARIA CRISTINA NORMA CIGOLINI (T AP734307)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94096
- 2 SP94096 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 SP94096 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP94096

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| ----- | ---- | ----- | ---- |
| 19/10/2021 | 8:49 AM | 3 | 4/6/2021 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94096
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GLEBE
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94096

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94096

ADDRESS FOR SERVICE OF DOCUMENTS:

THE OWNERS-STRATA PLAN NO. 94096

C/- STRATA CHOICE

LOCKED BAG 1919

ST LEONARDS 1590

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 AM573633 PLANNING AGREEMENT PURSUANT TO SECTION 7.6
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 2 AM742838 RESTRICTION(S) ON THE USE OF LAND
- 3 AN456908 POSITIVE COVENANT
- 4 DP1256277 EASEMENT FOR PUBLIC ACCESS 1.5 & 2 METRE(S) WIDE
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 5 DP1256277 POSITIVE COVENANT
- 6 AQ317088 INITIAL PERIOD EXPIRED
- 7 AR41150 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94096

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|----------|-----|----------|-----|----------|-----|----------|-----|
| 1 - 125 | | 2 - 78 | | 3 - 81 | | 4 - 78 | |
| 5 - 84 | | 6 - 75 | | 7 - 75 | | 8 - 130 | |
| 9 - 130 | | 10 - 130 | | 11 - 75 | | 12 - 205 | |
| 13 - 195 | | 14 - 78 | | 15 - 95 | | 16 - 95 | |
| 17 - 104 | | 18 - 104 | | 19 - 114 | | 20 - 120 | |
| 21 - 73 | | 22 - 94 | | 23 - 94 | | 24 - 75 | |
| 25 - 75 | | 26 - 101 | | 27 - 101 | | 28 - 125 | |

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP94096

PAGE 2

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

STRATA PLAN 94096

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 29 | - 164 | 30 | - 75 | 31 | - 122 | 32 | - 73 |
| 33 | - 112 | 34 | - 125 | 35 | - 114 | 36 | - 75 |
| 37 | - 114 | 38 | - 114 | 39 | - 78 | 40 | - 80 |
| 41 | - 94 | 42 | - 94 | 43 | - 127 | 44 | - 166 |
| 45 | - 78 | 46 | - 125 | 47 | - 75 | 48 | - 114 |
| 49 | - 127 | 50 | - 117 | 51 | - 78 | 52 | - 120 |
| 53 | - 114 | 54 | - 78 | 55 | - 81 | 56 | - 109 |
| 57 | - 114 | 58 | - 130 | 59 | - 172 | 60 | - 81 |
| 61 | - 127 | 62 | - 86 | 63 | - 117 | 64 | - 130 |
| 65 | - 120 | 66 | - 81 | 67 | - 122 | 68 | - 117 |
| 69 | - 79 | 70 | - 130 | 71 | - 182 | 72 | - 81 |
| 73 | - 130 | 74 | - 88 | 75 | - 120 | 76 | - 133 |
| 77 | - 122 | 78 | - 83 | 79 | - 125 | 80 | - 120 |
| 81 | - 135 | 82 | - 187 | 83 | - 81 | 84 | - 133 |
| 85 | - 83 | 86 | - 125 | 87 | - 130 | 88 | - 130 |
| 89 | - 86 | 90 | - 135 | 91 | - 133 | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

117738-11

PRINTED ON 19/10/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. 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 96B(2) of the Real Property Act 1900.

| | | | | | | | | | |
|--|--|--|--|--|--|--------------------------|--|---------|--|
| SURVEYOR Name: DUNCAN JOHN SIM Date: 23/09/2019 Reference: 070-16-C | | PLAN OF SUBDIVISION OF LOT 1 D.P. 1256277 | | LGA: SYDNEY Locality: GLEBE Reduction Ratio: 1: 300 Lengths are in metres | | Registered 14/11/2019 | | SP94096 | |
|--|--|--|--|--|--|--------------------------|--|---------|--|

LOCATION PLAN

ELGER STREET

STREET

COWPER STREET

8 LEVEL BRICK & CONCRETE BUILDING UNDER 'ARTHOUSE' RAMP

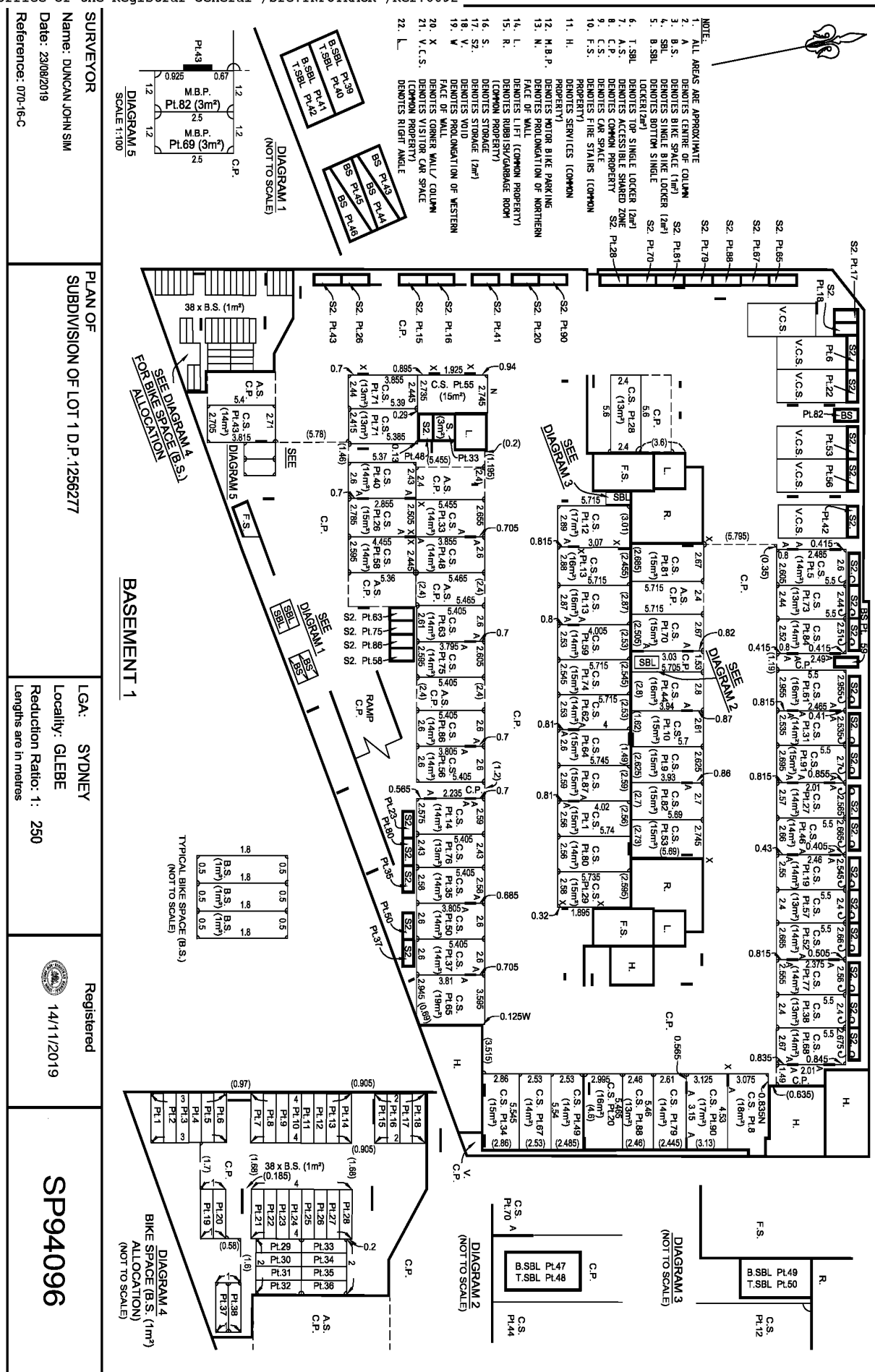
5 ELGER ST. & 6-10 COWPER ST.

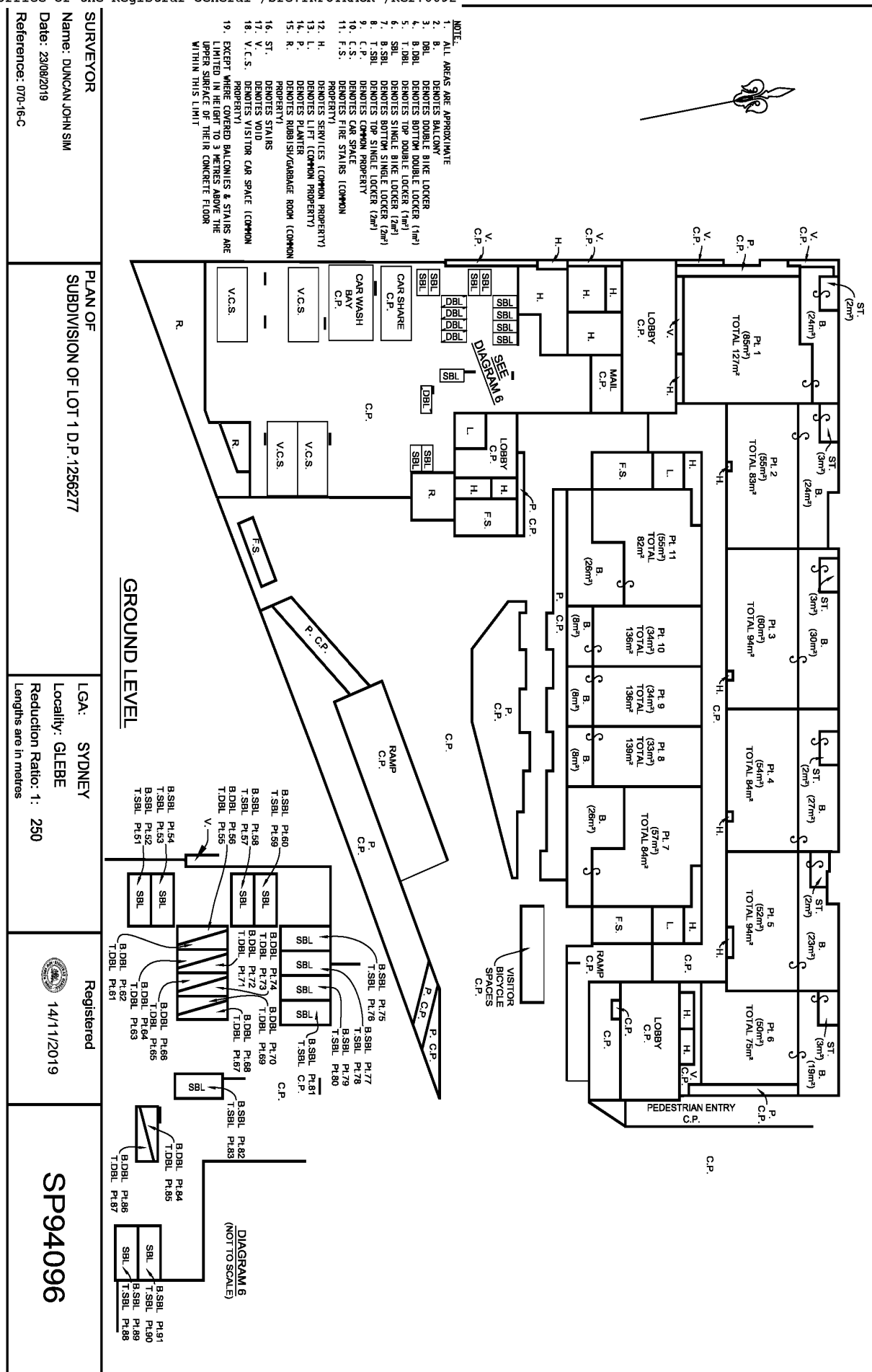
PEDESTRIAN ENTRY

NOTE:

1. C.P. DENOTES COMMON PROPERTY
2. B. DENOTES BALCONY
3. F.S. DENOTES FIRE STAKES (COMMON PROPERTY)
4. P. DENOTES SERVICES (COMMON PROPERTY)
5. S. DENOTES SERVICE
6. ST. DENOTES STAIRS
7. T. DENOTES TERRACE
8. V. DENOTES VOID

A - EASEMENT FOR PUBLIC ACCESS 1.5 & 2 WIDE (LIMITED IN STRATH) 10.P. 1256277



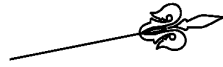


PLAN FORM 1 (A3)

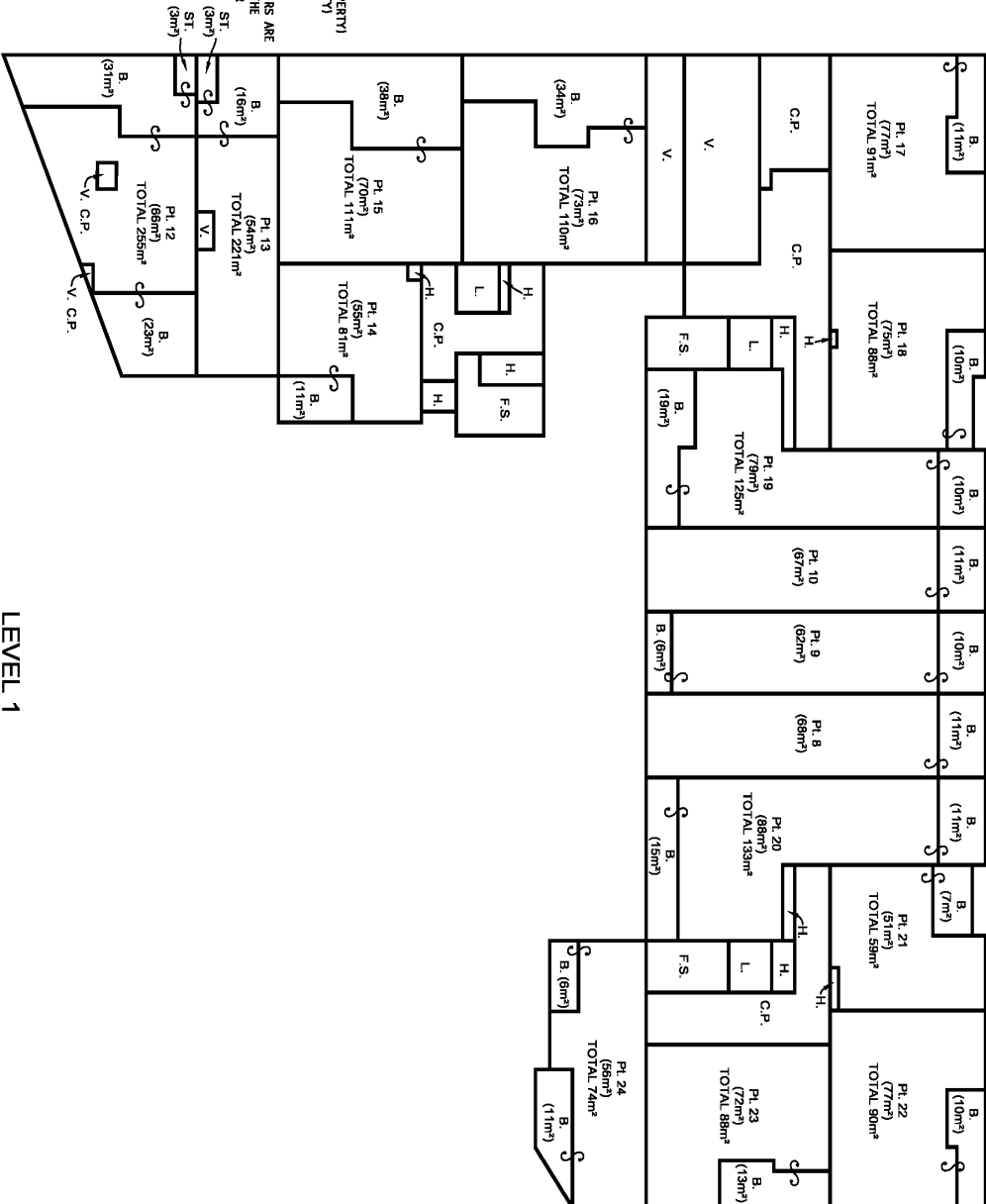
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 4 OF 9 SHEETS



- NOTE:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. B. DENOTES BALCONY
 4. F.S. DENOTES FIRE STAIRS (COMMON PROPERTY)
 5. H. DENOTES SERVICES (COMMON PROPERTY)
 6. L. DENOTES LIFT (COMMON PROPERTY)
 7. ST. DENOTES STAIRS
 8. V. DENOTES VOID
 9. V. DENOTES VOID BALCONIES & STAIRS ARE LIMITED TO A HEIGHT OF 2 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR WITHIN THIS LIMIT



LEVEL 1

SURVEYOR

Name: DUNCAN JOHN SIM

Date: 23/09/2019

Reference: 070-16-C

PLAN OF
SUBDIVISION OF LOT 1 D.P. 1256277

LGA: SYDNEY

Locality: GLEBE

Reduction Ratio: 1: 250

Lengths are in metres

Registered

14/11/2019

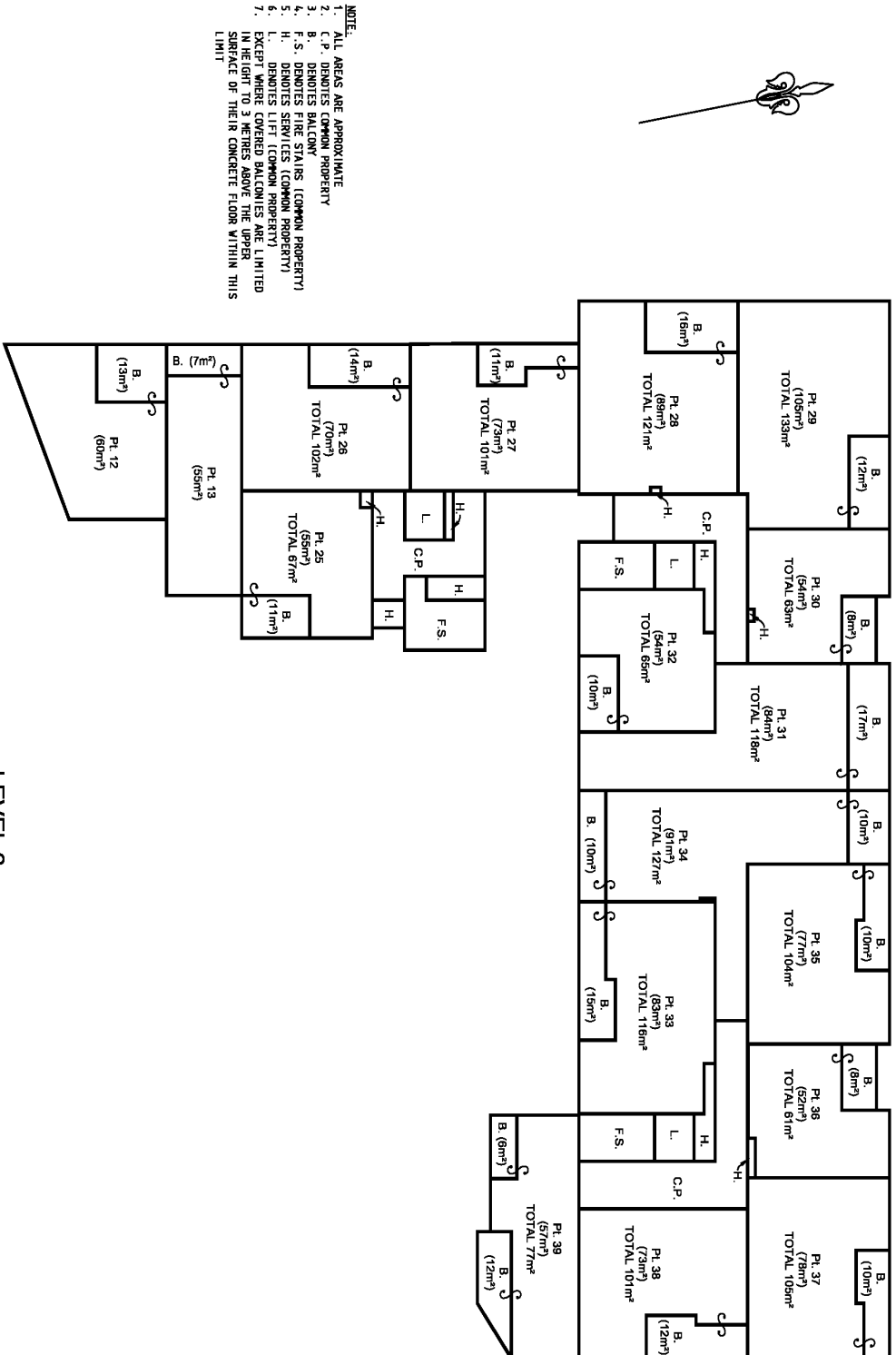
SP94096

PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 5 OF 9 SHEETS



SURVEYOR

Name: DUNCAN JOHN SIM

Date: 23/08/2019

Reference: 070-16-C

PLAN OF

SUBDIVISION OF LOT 1 D.P. 1256277

LGA: SYDNEY

Locality: GLEBE

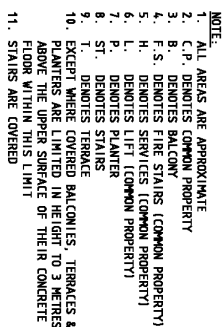
Reduction Ratio: 1: 250

Lengths are in metres

Registered

14/11/2019

SP94096



SURVEYOR

Date: 23/08/2019

Reference: 070-16-C


PLAN OF
SUBDIVISION OF LOT 1 D.P. 1256277

LGA: SYDNEY

Locality: GLEBE

Reduction Ratio: 1: 250

Registered


14/11/2019

SP94096

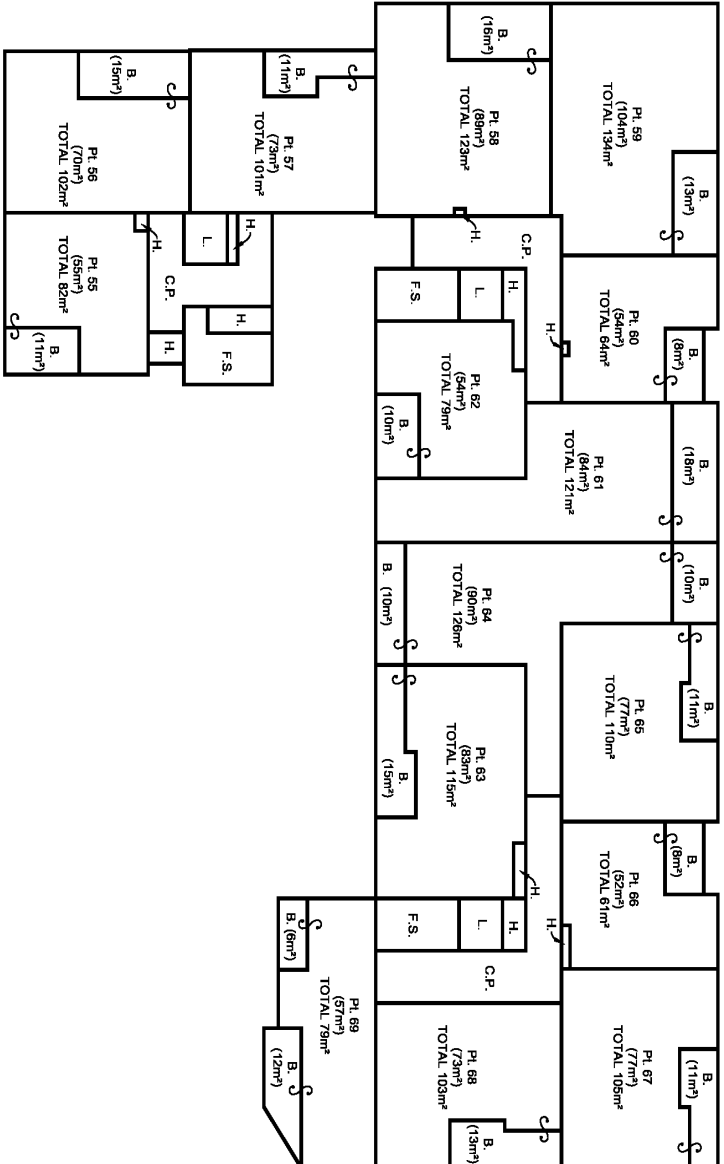
PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 7 OF 9 SHEETS

- NOTE:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. B. DENOTES BALCONY
 4. F.S. DENOTES FIRE STAIRS (COMMON PROPERTY)
 5. H. DENOTES SERVICES (COMMON PROPERTY)
 6. L. DENOTES LIFT (COMMON PROPERTY)
 7. EXCEPT WHERE COVERED BALCONIES ARE LIMITED BY THE BALCONY RAILING, THE AREA IS LIMITED TO THE FINISHED FLOOR SURFACE OF THEIR CONCRETE FLOOR WITHIN THIS LIMIT



LEVEL 4

SURVEYOR

Name: DUNCAN JOHN SIM

Date: 23/08/2019

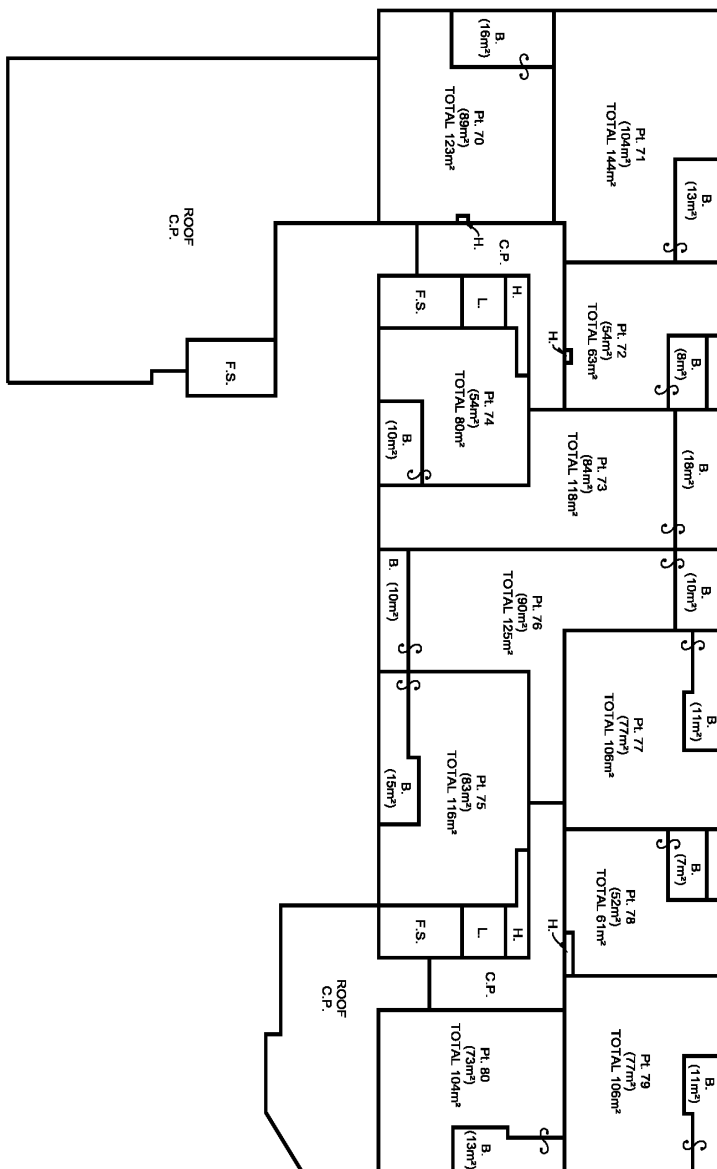
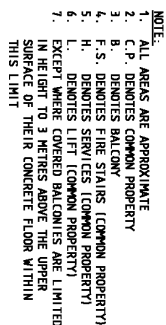
Reference: 070-16-C

PLAN OF
SUBDIVISION OF LOT 1 D.P. 1256277


LGA: SYDNEY
Locality: GLEBE
Reduction Ratio: 1: 250
Lengths are in metres

Registered
14/11/2019

SP94096



LEVEL 5

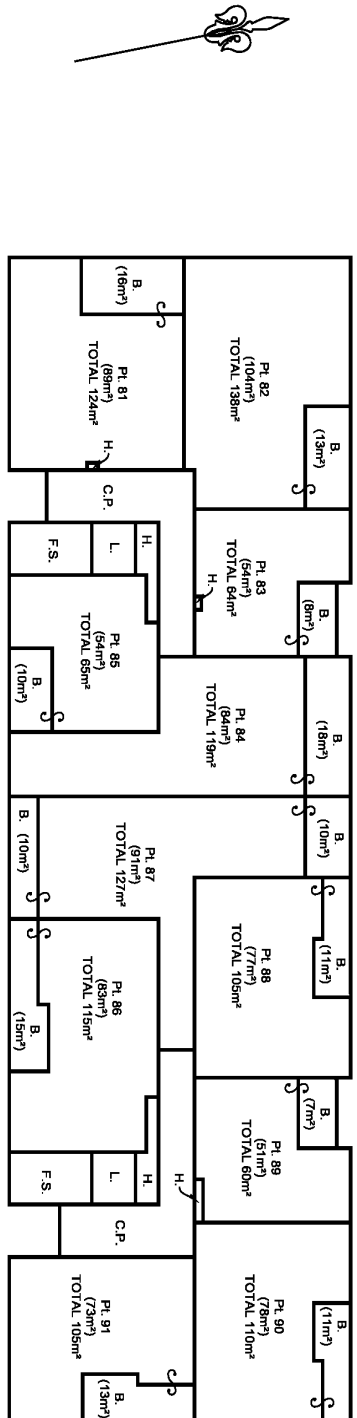
| | | | | |
|---|---|---|---|----------------|
| SURVEYOR Name: DUNCAN JOHN SIM Date: 23/08/2019 Reference: 070-16-C | PLAN OF SUBDIVISION OF LOT 1 D.P.1256277 | LGA: SYDNEY Locality: GLEBE Reduction Ratio: 1: 250 Lengths are in metres | Registered  14/11/2019 | SP94096 |
|---|---|---|---|----------------|

PLAN FORM 1 (A3)

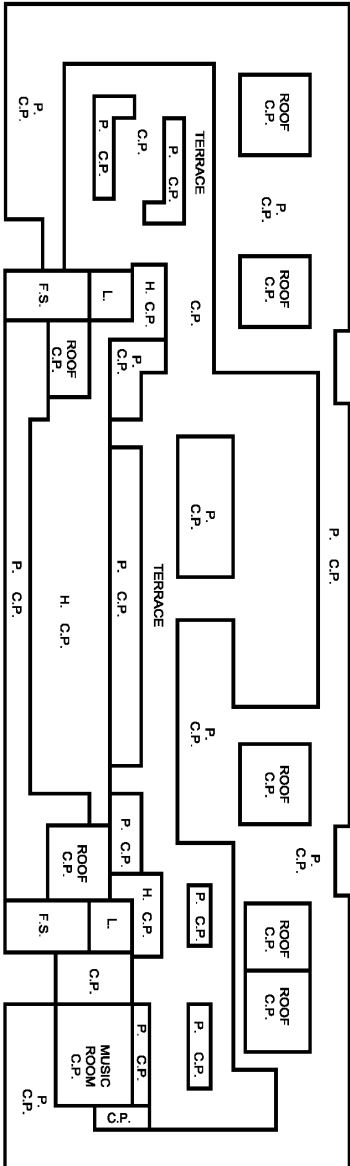
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

SHEET 9 OF 9 SHEETS





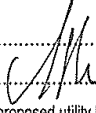
LEVEL 6




LEVEL 7


- NOTE:
1. ALL AREAS ARE APPROXIMATE
 2. C.P. DENOTES COMMON PROPERTY
 3. B. DENOTES BALCONY
 4. F.S. DENOTES FIRE STAIRS (COMMON PROPERTY)
 5. H. DENOTES SERVICES (COMMON PROPERTY)
 6. L. DENOTES LIFT (COMMON PROPERTY)
 7. P. DENOTES PLANTER
 8. EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR

| | | | | |
|--|--|--|--------------------------|---------|
| SURVEYOR Name: DUNCAN JOHN SIM Date: 23/09/2019 Reference: 070-16-C | PLAN OF SUBDIVISION OF LOT 1 D.P. 1256277 | LGA: SYDNEY Locality: GLEBE Reduction Ratio: 1: 250 Lengths are in metres | Registered 14/11/2019 | SP94096 |
|--|--|--|--------------------------|---------|

| | | | | | |
|---|--|----------------------------------|---|-----------------------|--|
| SP FORM 3.01 | | STRATA PLAN ADMINISTRATION SHEET | | Sheet 1 of 5 sheet(s) | |
| Office Use Only | | | Office Use Only | | |
| Registered:  14/11/2019 | | | <h1>SP94096</h1> | | |
| PLAN OF SUBDIVISION OF LOT 1 D.P.1256277 | | | LGA: SYDNEY Locality: GLEBE Parish: PETERSHAM County: CUMBERLAND | | |
| This is a *FREEHOLD/*LEASEHOLD Strata Scheme | | | | | |
| Address for Service of Documents The Owners—Strata Plan No. 94096 of—Strata Choice— 92 Chandos Street St Leonards N.S.W 2065 Provide an Australian Postal address including a postcode | | | The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan. | | |
| Surveyor's Certificate I, Duncan John Sim of Craig & Rhodes Pty Ltd being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by Signature:  Date: 23/08/2019 Surveyor ID: 1982 Surveyor's Reference: 70-16-C <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small> | | | Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BBB0004</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 Strata Schemes Development Act 2015. Certificate Reference: <u>221/2019</u> Relevant Planning Approval No.: <u>CDC 2019/74</u> issued by: <u>ANTHONY ALLEN (BBB0004)</u> Signature:  Date: <u>8/10/19</u> <small>^ Insert lot numbers of proposed utility lots.</small> | | |


| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 2 of 5 sheet(s) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---|------------------|------------------|------------------|------------------|------------|------------------|---|-----|----|----|----|-----|---|----|----|-----|----|-----|---|----|----|-----|----|-----|---|----|----|-----|----|----|---|----|----|----|----|-----|---|----|----|-----|----|-----|---|----|----|-----|----|----|---|-----|----|----|----|-----|---|-----|----|----|----|-----|----|-----|----|----|----|----|----|----|----|----|----|-----|----|-----|----|-----|----|----|----|-----|----|-----|----|-----|----|----|----|----|----|-----|----|----|----|-----|----|-----|----|----|----|----|----|----|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|----|----|-----|----|----|----|-----|----|----|----|----|----|-----|----|-----|----|----|----|----|----|----|----|----|----|----|----|-----|----|----|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|-----|----|----|----|-----|----|-----|----|-----|----|-----|----|----|----|-----|----|----|----|-----|-----------|-------|----|-----|----|----|--|--|
| <div style="text-align: center; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">Registered:</div> <div style="text-align: center;">  </div> <div>14/11/2019</div> </div> | | <div style="text-align: center; margin-bottom: 10px;">Office Use Only</div> <div style="font-size: 2em; font-weight: bold;">SP94096</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">VALUER'S CERTIFICATE</p> <p>I, Seamus MacLeod, being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i>, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i></p> <p>Signature: <u><i>S MacLeod</i></u> Date: <u>9/10/19</u></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">SCHEDULE OF UNIT ENTITLEMENTS</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Lot Number</th><th>Unit Entitlement</th><th>Lot Number</th><th>Unit Entitlement</th><th>Lot Number</th><th>Unit Entitlement</th></tr> </thead> <tbody> <tr><td>1</td><td>125</td><td>32</td><td>73</td><td>63</td><td>117</td></tr> <tr><td>2</td><td>78</td><td>33</td><td>112</td><td>64</td><td>130</td></tr> <tr><td>3</td><td>81</td><td>34</td><td>125</td><td>65</td><td>120</td></tr> <tr><td>4</td><td>78</td><td>35</td><td>114</td><td>66</td><td>81</td></tr> <tr><td>5</td><td>84</td><td>36</td><td>75</td><td>67</td><td>122</td></tr> <tr><td>6</td><td>75</td><td>37</td><td>114</td><td>68</td><td>117</td></tr> <tr><td>7</td><td>75</td><td>38</td><td>114</td><td>69</td><td>79</td></tr> <tr><td>8</td><td>130</td><td>39</td><td>78</td><td>70</td><td>130</td></tr> <tr><td>9</td><td>130</td><td>40</td><td>80</td><td>71</td><td>182</td></tr> <tr><td>10</td><td>130</td><td>41</td><td>94</td><td>72</td><td>81</td></tr> <tr><td>11</td><td>75</td><td>42</td><td>94</td><td>73</td><td>130</td></tr> <tr><td>12</td><td>205</td><td>43</td><td>127</td><td>74</td><td>88</td></tr> <tr><td>13</td><td>195</td><td>44</td><td>166</td><td>75</td><td>120</td></tr> <tr><td>14</td><td>78</td><td>45</td><td>78</td><td>76</td><td>133</td></tr> <tr><td>15</td><td>95</td><td>46</td><td>125</td><td>77</td><td>122</td></tr> <tr><td>16</td><td>95</td><td>47</td><td>75</td><td>78</td><td>83</td></tr> <tr><td>17</td><td>104</td><td>48</td><td>114</td><td>79</td><td>125</td></tr> <tr><td>18</td><td>104</td><td>49</td><td>127</td><td>80</td><td>120</td></tr> <tr><td>19</td><td>114</td><td>50</td><td>117</td><td>81</td><td>135</td></tr> <tr><td>20</td><td>120</td><td>51</td><td>78</td><td>82</td><td>187</td></tr> <tr><td>21</td><td>73</td><td>52</td><td>120</td><td>83</td><td>81</td></tr> <tr><td>22</td><td>94</td><td>53</td><td>114</td><td>84</td><td>133</td></tr> <tr><td>23</td><td>94</td><td>54</td><td>78</td><td>85</td><td>83</td></tr> <tr><td>24</td><td>75</td><td>55</td><td>81</td><td>86</td><td>125</td></tr> <tr><td>25</td><td>75</td><td>56</td><td>109</td><td>87</td><td>130</td></tr> <tr><td>26</td><td>101</td><td>57</td><td>114</td><td>88</td><td>130</td></tr> <tr><td>27</td><td>101</td><td>58</td><td>130</td><td>89</td><td>86</td></tr> <tr><td>28</td><td>125</td><td>59</td><td>172</td><td>90</td><td>135</td></tr> <tr><td>29</td><td>164</td><td>60</td><td>81</td><td>91</td><td>133</td></tr> <tr><td>30</td><td>75</td><td>61</td><td>127</td><td>Aggregate</td><td>10000</td></tr> <tr><td>31</td><td>122</td><td>62</td><td>86</td><td></td><td></td></tr> </tbody> </table> | | | Lot Number | Unit Entitlement | Lot Number | Unit Entitlement | Lot Number | Unit Entitlement | 1 | 125 | 32 | 73 | 63 | 117 | 2 | 78 | 33 | 112 | 64 | 130 | 3 | 81 | 34 | 125 | 65 | 120 | 4 | 78 | 35 | 114 | 66 | 81 | 5 | 84 | 36 | 75 | 67 | 122 | 6 | 75 | 37 | 114 | 68 | 117 | 7 | 75 | 38 | 114 | 69 | 79 | 8 | 130 | 39 | 78 | 70 | 130 | 9 | 130 | 40 | 80 | 71 | 182 | 10 | 130 | 41 | 94 | 72 | 81 | 11 | 75 | 42 | 94 | 73 | 130 | 12 | 205 | 43 | 127 | 74 | 88 | 13 | 195 | 44 | 166 | 75 | 120 | 14 | 78 | 45 | 78 | 76 | 133 | 15 | 95 | 46 | 125 | 77 | 122 | 16 | 95 | 47 | 75 | 78 | 83 | 17 | 104 | 48 | 114 | 79 | 125 | 18 | 104 | 49 | 127 | 80 | 120 | 19 | 114 | 50 | 117 | 81 | 135 | 20 | 120 | 51 | 78 | 82 | 187 | 21 | 73 | 52 | 120 | 83 | 81 | 22 | 94 | 53 | 114 | 84 | 133 | 23 | 94 | 54 | 78 | 85 | 83 | 24 | 75 | 55 | 81 | 86 | 125 | 25 | 75 | 56 | 109 | 87 | 130 | 26 | 101 | 57 | 114 | 88 | 130 | 27 | 101 | 58 | 130 | 89 | 86 | 28 | 125 | 59 | 172 | 90 | 135 | 29 | 164 | 60 | 81 | 91 | 133 | 30 | 75 | 61 | 127 | Aggregate | 10000 | 31 | 122 | 62 | 86 | | |
| Lot Number | Unit Entitlement | Lot Number | Unit Entitlement | Lot Number | Unit Entitlement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 125 | 32 | 73 | 63 | 117 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 78 | 33 | 112 | 64 | 130 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 81 | 34 | 125 | 65 | 120 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 78 | 35 | 114 | 66 | 81 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 84 | 36 | 75 | 67 | 122 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 75 | 37 | 114 | 68 | 117 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 75 | 38 | 114 | 69 | 79 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 130 | 39 | 78 | 70 | 130 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | 130 | 40 | 80 | 71 | 182 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | 130 | 41 | 94 | 72 | 81 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | 75 | 42 | 94 | 73 | 130 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | 205 | 43 | 127 | 74 | 88 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | 195 | 44 | 166 | 75 | 120 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | 78 | 45 | 78 | 76 | 133 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | 95 | 46 | 125 | 77 | 122 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | 95 | 47 | 75 | 78 | 83 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | 104 | 48 | 114 | 79 | 125 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | 104 | 49 | 127 | 80 | 120 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 19 | 114 | 50 | 117 | 81 | 135 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | 120 | 51 | 78 | 82 | 187 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21 | 73 | 52 | 120 | 83 | 81 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22 | 94 | 53 | 114 | 84 | 133 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 23 | 94 | 54 | 78 | 85 | 83 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | 75 | 55 | 81 | 86 | 125 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25 | 75 | 56 | 109 | 87 | 130 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | 101 | 57 | 114 | 88 | 130 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | 101 | 58 | 130 | 89 | 86 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 28 | 125 | 59 | 172 | 90 | 135 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29 | 164 | 60 | 81 | 91 | 133 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | 75 | 61 | 127 | Aggregate | 10000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | 122 | 62 | 86 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Surveyor's Reference: 70-16-C | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |


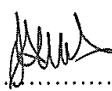
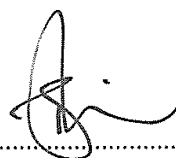
| | | |
|-------------------------|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 3 of 5 sheet(s) |
|-------------------------|---|-----------------------|

| | |
|---|-----------------|
| Office Use Only | Office Use Only |
| Registered:  14/11/2019 | SP94096 |

| SURVEYING & SPATIAL INFORMATION REGULATION 2012 Clause 60 (c) | | | | | |
|---|---------------------|------------|---------------------|------------|---------------------|
| SCHEDULE OF LOTS & ADDRESSES | | | | | |
| GLEBE N.S.W 2037 | | | | | |
| Lot Number | Address | Lot Number | Address | Lot Number | Address |
| 1 | 1/6 Cowper Street | 32 | 205/6 Cowper Street | 63 | 411/5 Elger Street |
| 2 | 2/6 Cowper Street | 33 | 211/5 Elger Street | 64 | 412/5 Elger Street |
| 3 | 3/6 Cowper Street | 34 | 212/5 Elger Street | 65 | 413/5 Elger Street |
| 4 | 13/5 Elger Street | 35 | 213/5 Elger Street | 66 | 414/5 Elger Street |
| 5 | 14/5 Elger Street | 36 | 214/5 Elger Street | 67 | 415/5 Elger Street |
| 6 | 15/5 Elger Street | 37 | 215/5 Elger Street | 68 | 416/5 Elger Street |
| 7 | 11/5 Elger Street | 38 | 216/5 Elger Street | 69 | 417/5 Elger Street |
| 8 | 12/5 Elger Street | 39 | 217/5 Elger Street | 70 | 501/6 Cowper Street |
| 9 | 4/6 Cowper Street | 40 | 321/6 Cowper Street | 71 | 502/6 Cowper Street |
| 10 | 5/6 Cowper Street | 41 | 322/6 Cowper Street | 72 | 503/6 Cowper Street |
| 11 | 6/6 Cowper Street | 42 | 323/6 Cowper Street | 73 | 504/6 Cowper Street |
| 12 | 10 Cowper Street | 43 | 301/6 Cowper Street | 74 | 505/6 Cowper Street |
| 13 | 8 Cowper Street | 44 | 302/6 Cowper Street | 75 | 511/5 Elger Street |
| 14 | 121/6 Cowper Street | 45 | 303/6 Cowper Street | 76 | 512/5 Elger Street |
| 15 | 122/6 Cowper Street | 46 | 304/6 Cowper Street | 77 | 513/5 Elger Street |
| 16 | 123/6 Cowper Street | 47 | 305/6 Cowper Street | 78 | 514/5 Elger Street |
| 17 | 101/6 Cowper Street | 48 | 311/5 Elger Street | 79 | 515/5 Elger Street |
| 18 | 102/6 Cowper Street | 49 | 312/5 Elger Street | 80 | 516/5 Elger Street |
| 19 | 103/6 Cowper Street | 50 | 313/5 Elger Street | 81 | 601/6 Cowper Street |
| 20 | 111/5 Elger Street | 51 | 314/5 Elger Street | 82 | 602/6 Cowper Street |
| 21 | 112/5 Elger Street | 52 | 315/5 Elger Street | 83 | 603/6 Cowper Street |
| 22 | 113/5 Elger Street | 53 | 316/5 Elger Street | 84 | 604/6 Cowper Street |
| 23 | 114/5 Elger Street | 54 | 317/5 Elger Street | 85 | 605/6 Cowper Street |
| 24 | 115/5 Elger Street | 55 | 421/6 Cowper Street | 86 | 611/5 Elger Street |
| 25 | 221/6 Cowper Street | 56 | 422/6 Cowper Street | 87 | 612/5 Elger Street |
| 26 | 222/6 Cowper Street | 57 | 423/6 Cowper Street | 88 | 613/5 Elger Street |
| 27 | 223/6 Cowper Street | 58 | 401/6 Cowper Street | 89 | 614/5 Elger Street |
| 28 | 201/6 Cowper Street | 59 | 402/6 Cowper Street | 90 | 615/5 Elger Street |
| 29 | 202/6 Cowper Street | 60 | 403/6 Cowper Street | 91 | 616/5 Elger Street |
| 30 | 203/6 Cowper Street | 61 | 404/6 Cowper Street | CP | N/A |
| 31 | 204/6 Cowper Street | 62 | 405/6 Cowper Street | | |

Surveyor's Reference: 70-16-C

| | | |
|--|---|---|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 4 of 5 sheet(s) |
| <div style="text-align: right; font-size: small;">Office Use Only</div> <div style="display: flex; justify-content: space-between; align-items: center; padding-top: 10px;"> <div style="width: 40%;"> Registered:  14/11/2019 </div> <div style="width: 50%; text-align: center; font-size: 2em; font-weight: bold;">SP94096</div> </div> | | <div style="text-align: right; font-size: small;">Office Use Only</div> |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets A schedule of street addresses Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> | | |
| <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON USE OF LAND 2. RESTRICTION ON USE OF LAND <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Acknowledged for and on behalf of DBS Bank LTD (ABN 601 105 373) by its duly authorised Attorney in the presence of:</p> </div> <div style="width: 5%; text-align: center;">))) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p style="font-size: 1.5em; margin-bottom: 0;"><i>[Signature]</i></p> <p>.....</p> <p>Signature of Witness</p> <p style="margin-top: 10px;">4419 CHURCH DRIVE 24 FLEISDALE</p> <p>Address of Witness SYDNEY NSW 2000</p> </div> <div style="width: 45%;"> <p style="font-size: 1.5em; margin-bottom: 0;"><i>[Signature]</i></p> <p>.....</p> <p>Signature of ATTICUS LING</p> <p style="margin-top: 10px;">Book : 4766 No 240</p> </div> </div> | | |
| <p>Surveyor's Reference: 70-16-C</p> | | |

| | | |
|--|---|---|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 5 of 5 sheet(s) |
| <div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered:  14/11/2019</p> | | <div style="text-align: right; font-size: small;">Office Use Only</div> <p style="font-size: large; text-align: center;">SP94096</p> |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets A schedule of street addresses Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> | | |
| <p>EXECUTED on behalf of</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Roxy-Pacific Glebe Pty Ltd (ACN 606 482 464)) by its duly authorised Attorney) in the presence of :)</p> <div style="text-align: center;">  Signature of Witness </div> <div style="text-align: center;"> <u>JOHN CHAGARIS</u> Name of Witness (BLOCK LETTERS) </div> <div style="text-align: center;"> <u>48 HUNTER ST, SYDNEY NSW 2000</u> Address of Witness (BLOCK LETTERS) </div> </div> <div style="width: 45%; text-align: center;">  Signature of Benjamin Charles Eddington Hopkins 4715 & 395 & Book : <u>4702</u> No.: <u>518</u> </div> </div> | | |
| Surveyor's Reference: 70-16-C | | |

ePlan

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

Lengths are in Metres

Sheet 1 of 5 Sheets

Plan:

SP94096

Plan of Subdivision of Lot 1 DP1256277
covered by Council's Subdivision Certificate
No. 221/2019 Dated. 8/10/2019

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


Roxy-Pacific Glebe Pty Ltd
(ACN 606 482 464)
Level 12, 48 Hunter Street
SYDNEY NSW 2000

PART 1 (Creation)

| | Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|----|---|----------------------------------|--|
| 1. | Restriction on Use of Land | Lots 1-91 inclusive | The Council of the City of Sydney |
| 2. | Restriction on Use of Land | Lots 1-91 inclusive | The Council of the City of Sydney |

APPROVED BY COUNCIL OF THE CITY OF SYDNEY

General Manager / Authorised Officer

DELEGATE

110

ePlan

Lengths are in Metres

Sheet 2 of 5 Sheets

Plan: **SP94096**

Plan of Subdivision of Lot 1 DP1256277
covered by Geunet's Subdivision Certificate
No. 221/2019 Dated. 8/10/2019

PART 2

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

The car parking and storage spaces are not to be used other than by residents of the Lot to which the car parking or storage spaces are associated.

Name of Authority whose consent is required to release vary or modify easement numbered 1 in the plan is the Council of the City of Sydney.

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

The residential accommodation portion of the building, as approved in the Consent, must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan (Glebe Affordable Housing Project) 2011.

Consent means the consent granted to the Development Application D/2016/1109 in accordance with the Environmental Planning and Assessment Act 1979.

Residential Accommodation means use as residential accommodation as defined in Sydney Local Environmental Plan 2012.

Name of Authority whose consent is required to release vary or modify easement numbered 2 in the plan is the Council of the City of Sydney.

APPROVED BY COUNCIL OF THE CITY OF SYDNEY

General Manager / Authorised Officer

DELEGATE

MP

ePlan

Lengths are in Metres

Sheet 3 of 5 Sheets

Plan: **SP94096**

Plan of Subdivision of Lot 1 DP1256277
covered by Council's Subdivision Certificate
No. 221/2019 Dated. 8/10/2019

Part 2 (continued)

EXECUTED on behalf of

Roxy-Pacific Glebe Pty Ltd (ACN 606 482 464)
by its duly authorised Attorney
in the presence of :

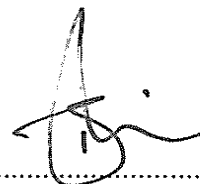


.....
Signature of Witness

...JOHN CHAGARIS.....
Name of Witness (BLOCK LETTERS)

48 HUNTER ST, SYDNEY NSW 2000
Address of Witness (BLOCK LETTERS)

)
)
)



.....
Signature of
Benjamin Charles Eddington Hopkins

Book : 4715 No. : 395

APPROVED BY COUNCIL OF THE CITY OF SYDNEY

General Manager / Authorised Officer

DELEGATE



ePlan

Lengths are in Metres

Sheet 4 of 5 Sheets

Plan: **SP94096**

Plan of Subdivision of Lot 1 DP1256277
covered by Council's Subdivision Certificate
No. 221/2019 Dated. 8/10/2019

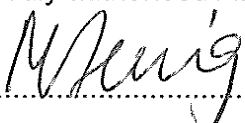
Part 2 (continued)

MORTGAGEE signing page

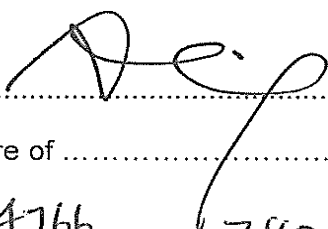
Acknowledged for and on behalf of)

DBS Bank LTD (ABN 601 105 373))

by its duly authorised Attorney in the presence of:


.....
Signature of Witness DBS BANK LTD
Suite 1901, Level 19 Chifley Tower
2 Chifley Square
Sydney, NSW 2000
.....
Australia.....

Address of Witness


.....
Signature of ATTICUS LING
Book : 4766 No : 240

APPROVED BY COUNCIL OF THE CITY OF SYDNEY
General Manager / Authorised Officer  DELEGATE

ePlan

Lengths are in Metres

Sheet 5 of 5 Sheets

Plan: **SP94096**

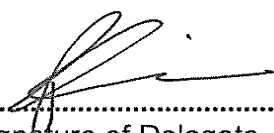
Plan of Subdivision of Lot 1 DP1256277
covered by Council's Subdivision Certificate
No. 221/2019 Dated. 8/10/2019

Part 2 (continued)

Sydney City Council by its authorised delegate pursuant to s.377 of Local Government Act 1993 No 30


PATRICK GUINN

(name of delegate)


.....
Signature of Delegate

AREA PLANNING MANAGER
Authority of Delegate (print)

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


.....
Signature of Witness

MICHAEL PARKINSON
.....
Name of Witness (print)

C/- 456 KENT ST
.....


SYDNEY
.....
Address of Witness

REGISTERED



14/11/2019

APPROVED BY COUNCIL OF THE CITY OF SYDNEY


General Manager / Authorised Officer

DELEGATE
AP

Form: , 11R
Release: 4-2

REQUEST

New South Wales
Real Property Act 1900



AM573633G

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.

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

| | | | |
|------------------------|--|---|------------------|
| (A) STAMP DUTY | If applicable. Office of State Revenue use only | | |
| (B) TORRENS TITLE | Lots 10 and 11 in Deposited Plan 1195829 | | |
| (C) REGISTERED DEALING | Number | | Torrens Title |
| (D) LODGED BY | Document Collection Box 112M | Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9142 CAN: 123053P Reference: S128896 - L Nash | CODE R |
| (E) APPLICANT | THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790) | | |
| (F) NATURE OF REQUEST | Registration of Planning Agreement pursuant to s93H of the Environmental Planning and Assessment Act 1979 | | |
| (G) TEXT OF REQUEST | Registration of Planning Agreement in the form annexed to this Request and marked "A" pursuant to section 93H of the Environmental Planning and Assessment Act 1979. | | |

DATE 10 July 2017

(H)

| |
|------------|
| RECEIVED |
| 2 AUG 2017 |
| TIME: 4:30 |

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature: *Lesley Nash*

Signatory's name: Lesley Nash
Signatory's capacity: solicitor

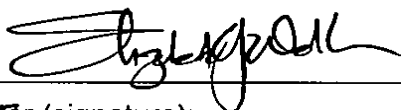
- (I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant _____ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: _____ Signature: _____

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

CT Prod by 11SF 11/7/17

APPROVED FOR REGISTRATION BY)
ROXY-PACIFIC GLEBE PTY LTD (ACN)
606 482 464) ~~in accordance with the~~)
~~provisions of section 127 of the~~)
~~Corporations Act 2001~~: by its duly)
authorised Attorney in the presence
of:

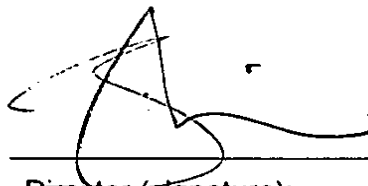


Director (signature):
Witness

~~EX~~

Full Name (printed): Elizabeth Jane Walsh

Level 13
59 Goulburn Street
Haymarket
NSW 2000




Director (signature):
Attorney under power of attorney
registered as Book 4715 No. 395

Benjamin Hopkin

Full Name (printed):

APPROVED FOR REGISTRATION BY)
DBS BANK LTD AUSTRALIA BRANCH)
(ABN 46 601 105 373) by its duly)
authorised officer in the presence of:)




Witness (signature):

CRAIG ASKHAM

Name (printed):

LEVEL 19, 2 CHIFLEY SQ., SYDNEY 2000

Address of Witness:



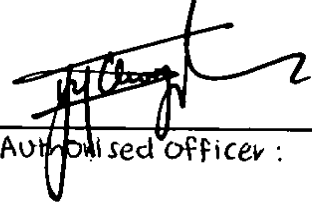
Authorised Officer:

Benjamin Hopkins.

Name (printed):

DIRECTOR

Position of Officer:



Authorised Officer:

HELEN CHOONG LAN YAP

Name (printed):

COUNTRY HEAD

Position of Officer:

ANNEXURE "A"



Planning Agreement

The Council of the City of Sydney

and

Roxy-Pacific Glebe Pty Ltd

For 5 Elger Street, Glebe and 4-6 Elger Street, Glebe

EXECUTED on behalf of
Roxy-Pacific Glebe Pty Ltd
(ACN 606 482 464) by its
duly authorized Attorney in the
presence of:

Director (signature): Witness
Roxy-Pacific Glebe Pty Ltd

ELIZABETH JANE WALSH

Full Name (printed):

The Council of the City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

Director (signature): Attorney under power
Roxy-Pacific Glebe Pty Ltd of attorney
registered as

Ben Hopkins Book 4715
No 595

Full Name (printed):

Graham Jahn
Director – City Planning, Development and
Transport
The Council of the City of Sydney

Sydney 2030 Green Global Connected

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THIS PLANNING AGREEMENT is made on 6 July 2017

BETWEEN:

- (1) **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and
- (2) **Roxy-Pacific Glebe Pty Ltd ABN 96 606 482 464** of "02" Suite 13, Level 13 59-61 Goulburn Street, Haymarket NSW 2000 (the **Developer**).

BACKGROUND

- (A) The Developer is the owner of the Land and intends to undertake the Development on the Land.
- (B) The Developer has offered to enter into this document with the City to provide the Public Benefits on the terms of this document.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Adverse Affectation has the same meaning as in clause 4 of Part 2 of the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*.

Attributed Value means the value the City and the Developer agree is to be attributed to each element of the Public Benefits as at the date of this document, as set out in clause 1 of Schedule 3 of this document.

Authorisation means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

City's Personal Information means Personal Information to which the Developer, or any third party engaged by the Developer, has access directly or indirectly in connection with this document, including the Personal Information of any personnel, customer or supplier of the City (other than the Developer).

City's Policies means all policies and procedures relevant to the provision of the Public Benefits, as notified by the City in writing to the Developer.

City's Representative means the person named in Item 3 of 0 or his/her delegate.

Completion means the point at which the Developer's Works are complete except for minor defects:

- (a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;
- (b) which the Developer has grounds for not promptly rectifying; and
- (c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purpose.

Completion Notice means a notice issued by the Developer in accordance with clause 5.1.

Confidential Information means:

- (a) information of a party (**disclosing party**) that is:
 - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
 - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

Construction Certificate has the same meaning as in the Act.

Contamination has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

Corporations Act means the *Corporations Act 2001* (Cth).

Dealing means selling, transferring, assigning, novating, mortgaging, charging, or encumbering and, where appearing, **Deal** has the same meaning.

Defect means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Public Benefits or any other matter which prevents the Public Benefits from complying with the terms of this document.

Defects Liability Period means the period of 12 months from the date on which the Developer's Works reach Completion.

Developer's Representative means the person named in Item 4 of 0 or his/her delegate.

Developer's Works means those parts of the Public Benefit described as "Developer's Works" in clause 1 of Schedule 3, to be delivered by the Developer in accordance with this document.

Development means the development of the Land by the Developer described at Item 2 of 0.

Development Application means the development application identified in Item 5 of 0 and includes all plans, reports models, photomontages, material boards (as amended supplemented) submitted to the consent authority before the determination of that Development Application.

Development Consent means the consent granted to the Development Application for the Development and includes all modifications made under section 96 of the Act.

Dispute means any dispute or difference between the parties arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this document.

Environmental Laws means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

- (a) the *Work Health and Safety Act 2011 (NSW)*;
- (b) the *Protection of the Environment Operations Act 1997 (NSW)*; and
- (c) the *Contaminated Land Management Act 1997 (NSW)*.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Gross Floor Area has the meaning given to that term in the *Sydney Local Environment Plan* in effect at the date of this document.

GST means the same as in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Guarantee means an irrevocable unconditional bank guarantee or documentary performance bond for the Guarantee Amount which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;
- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:
 - (i) BBB + (Standard & Poors and Fitch);

- (ii) Baa 1 (Moody's); or
- (iii) Bbb (Bests);
- (d) be issued on behalf of the Developer;
- (e) have no expiry or end date;
- (f) state the beneficiary as the City;
- (g) be irrevocable;
- (h) state the Guarantee Amount as the minimum amount required by this document to be lodged as security;
- (i) state the purpose of the security as required in accordance with this document; and
- (j) be on such other terms approved by the City.

Guarantee Amount(s) means a Guarantee or Guarantees for the total amount listed in Item 6 of 0 of this document.

Guarantee Amount(s) Due Date means the date or milestone by which the Developer must provide the Guarantee Amount to the City, set out at Item 7 of 0.

Index Number means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

Insolvency Event means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property
- (c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay its debts or otherwise insolvent;
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or

(i) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

Land means the land described in Item 1 of Schedule 1 of this document.

Laws means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.

Maintenance Works means the works set out in Annexure A under the heading "Maintenance Works".

Occupation Certificate has the same meaning as in the Act.

Personal Information has the meaning set out in the *Privacy Act 1988* (Cth).

Personnel means the Developer's officers, employees, agents, contractors or subcontractors.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Information.

Public Benefits means the provision of benefits to the community by the Developer in the form and at the times specified in Schedule 3.

Quantity Surveyor means a qualified independent and practising quantity surveyor with at least five years' experience in the assessment of building and construction costs.

Quantity Surveyor's Assessment means the assessment by the Quantity Surveyor of the cost to deliver the Developer's Works.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Standards means the policies, procedures and standards for carrying out the Developer's Works, listed non-exhaustively at clause 5 of Schedule 3.

Subdivision of Land has the same meaning as in the Act.

Tax means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Transfer Land means land forming part of the Public Benefit that is to be either dedicated or transferred to the City in accordance with Schedule 3 of this document.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **including** means "including, without limitation".
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) A reference to **this document** includes the agreement recorded by this document.
- (i) Words defined in the GST Act have the same meaning in clauses about GST.
- (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. **APPLICATION OF THE ACT AND THE REGULATION**

2.1 **Application of this document**

This document is a planning agreement within the meaning of section 93F of the Act and applies to:

- (a) the Land; and
- (b) the Development.

2.2 **Public Benefits to be made by Developer**

Clause 4 and Schedule 3 set out the details of the:

- (a) Public Benefits to be delivered by the Developer;
- (b) time or times by which the Developer must deliver the Public Benefits; and
- (c) manner in which the Developer must deliver the Public Benefits.

2.3 **Application of sections 94, 94A and 94EF of the Act**

- (a) The application of sections 94, 94A and 94EF of the Act are excluded to the extent set out in Items 5 and 6 of 0 to this document.
- (b) For the avoidance of doubt, if the City imposes a condition of consent on a Development Consent for the Development under section 94 of the Act requiring payment of a contribution authorised by a contributions plan approve under section 61 of the *City of Sydney Act 1988 (NSW)*, no further contributions pursuant to section 94 or section 94A of the Act are payable in relation to the Development.

2.4 **City rights**

This document does not impose an obligation on the City to:

- (a) grant Development Consent for the Development; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

2.5 **Explanatory note**

The explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this document.

3. **OPERATION OF THIS PLANNING AGREEMENT**

3.1 **Commencement**

This document will commence on the date of execution of this document by all parties to this document.

3.2 **Mutual warranties**

Each party represents and warrants that:

- (a) **(power)** it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;
- (b) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or

- (iii) enable it to properly carry on its business as it is now being conducted, and it is complying with any conditions to which any of these Authorisations is subject;
- (d) (**documents effective**) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) (**no controller**) no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

3.3 Developer warranties

- (a) The Developer warrants to the City that, at the date of this document:
 - (i) it is the registered proprietor of the Land;
 - (ii) it is legally entitled to obtain all consents and approvals that are required by this document and do all things necessary to give effect to this document;
 - (iii) all work performed by the Developer and the Personnel under this document will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Developer's size and experience; and
 - (iv) it is not aware of any matter which may materially affect the Developer's ability to perform its obligations under this document.
- (b) The Developer warrants to the City that, prior to commencing delivery of the Public Benefits it will have obtained all Authorisations and insurances required under any Law to carry out its obligations under this document.

4. PUBLIC BENEFITS

4.1 Developer to provide Public Benefits

The Developer must, at its cost and risk, provide the Public Benefits to the City in accordance with this document.

5. COMPLETION

5.1 Date of Completion

The Developer must ensure that the Developer's Works reach Completion on or before the date or milestone referred to in clause 1 of Schedule 3 of this document.

5.2 Developer completion notice

When, in the reasonable opinion of the Developer, the Developer's Works have reached Completion, the Developer must notify the City's Representative in writing and must include in that notice:

- (a) a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion;
- (b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the City to assume responsibility for the Developer's Works; and
- (c) at least three sets of the "as built" drawings of the Developer's Works, including one set in electronic format,

(Completion Notice). For the avoidance of doubt, the Developer can issue separate Completion Notices at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in Item 1 of Schedule 3.

5.3 Inspection by the City

- (a) The City's Representative must inspect the Developer's Works within 5 Business Days of the date that the Completion Notice is received by the City. The City's Representative may refuse to complete the inspection until the Completion Notice has been issued with all required documentation attached in accordance with clause 5.2. Within 10 Business Days of the date of the inspection by the City's Representative, the City must by written notice to the Developer:
 - (i) state that Completion has been achieved;
 - (ii) state that Completion has not been achieved and, if so, identify the Defects, errors or omissions which, in the opinion of the City's Representative, prevent Completion; or
 - (iii) issue a notice under clause 5.4(a).
- (b) Nothing in this clause 5.3, or any notice issued under this clause 5.3, will:
 - (i) reduce or waive in any manner the Developer's responsibility to:
 - (A) deliver the Developer's Works in accordance with this document; or
 - (B) correct Defects, errors or omissions, whether or not these are identified by the City; or
 - (ii) create any liability for the City in relation to any defective aspect of the Developer's Works.

5.4 Non-completion of Public Benefits

- (a) If the Developer makes a request by notice in writing not to complete the Public Benefits (or any part of the Public Benefits):
 - (i) the City may permit the Developer not to complete the Public Benefits (or any part of the Public Benefits) by issuing a notice in writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this document; and

- (ii) the City may make a claim on the Guarantee in such amount as the City considers necessary to complete the portion of Public Benefit not being delivered by the Developer.
- (b) If the Developer fails to complete the whole of the Public Benefits in the form and to the standards required under the Development Consent or this document then the City may either:
 - (i) complete the Public Benefits itself, including by exercising its right to compulsorily acquire the Transfer Land in accordance with clause 9.6 of this document; or
 - (ii) modify the Public Benefits to reasonably achieve the objectives identified in the Development Consent and this document,

and may recover all reasonable costs of and reasonably incidental to that work from the Developer. The City can claim on the Guarantee in order to exercise this right, in which case the provisions of clause 9 will apply. To the extent that the City's reasonable costs exceed the amount of the Guarantee, the City can recover the excess from the Developer as a debt due and owing to the City.

- (c) If the City exercises its rights under this clause 5.4 to complete the Public Benefits:
 - (i) the Developer grants the City a licence; and
 - (ii) the City will maintain the appropriate insurances,

for the period necessary for the City to access the Land to carry out, or procure the carrying out, of the Public Benefits.

6. INDEMNITY

The Developer indemnifies the City against all damage, expense, loss or liability of any nature suffered or incurred by the City arising from any act or omission by the Developer (or any Personnel) in connection with the performance of the Developer's obligations under this document, except where the damage, expense, loss or liability suffered or incurred is caused by, or contributed to by, any wilful or negligent act or omission of the City (or any person engaged by the City).

7. DEFECTS LIABILITY

7.1 Security for Defects Liability Period

Until the expiry of the relevant Defects Liability Period, the City may retain from the Guarantee an amount equal to 10% of the Attributed Value of the Developer's Works as security for the Developer's performance of its obligations under this clause 7. The Developer must make any necessary arrangements to allow the provision of the Guarantee for the Defects Liability Period in accordance with this clause.

7.2 Defect in the Public Benefits

- (a) If:
 - (i) the Developer is in breach of clause 3.3 of this document; or
 - (ii) the City notifies the Developer of a Defect in the Public Benefits completed by or on behalf of the Developer within the Defects Liability Period,

then, following written notice from the City, the Developer must promptly correct or replace (at the Developer's expense) the defective elements of the Public Benefits.

- (b) If the Developer is unable or unwilling to comply with clause 7.2(a), or fails to rectify the Defect within three months of receiving notice from the City under clause 7.2(a), the City may:
 - (i) rectify the Defect itself;
 - (ii) make a claim on the Guarantee in accordance with clause 9 for the reasonable costs of the City in rectifying the Defect; and
 - (iii) to the extent the reasonable costs incurred to rectify the Defect exceeds the Guarantee, recover the excess from the Developer as a debt due and owing to the City.
- (c) If the City requires access to the Land to rectify any Defect, the Developer grants the City and its contractors a licence for such period as is necessary for the City and its contractors to access the Land to carry out, or procure the carrying out, of the rectification works provided that the City will maintain appropriate insurances.

7.3 Maintenance of the Public Benefits

- (a) The Developer must, to the extent required under this document, undertake the Maintenance Works:
 - (i) as contemplated by Annexure A; and
 - (ii) for the period of 12 months from the date on which the Developer's Works reach Completion.
- (b) Without limiting or otherwise restricting any other provision of this document, the Developer warrants to the City that the Developer:
 - (i) has the skill, competence, resources, commitment and experienced personnel available to undertake the Maintenance Works and that all personnel used by the Developer to undertake the Maintenance Works possess the appropriate skills;
 - (ii) at all times will be suitably qualified and experienced, and shall exercise due skill, care and diligence in the carrying out and completion of the Maintenance Works; and
 - (iii) will ensure that the Maintenance Works:
 - (A) will be fit for purpose;
 - (B) comply with all legislative requirements; and
 - (C) comply with all the requirements of this document.
- (c) If the Developer requires access to any part of the Land owned by the City to complete the Public Benefits referred to in this clause 7.3, the City grants the Developer a licence for the period necessary for the Developer to access the Land to carry out, or procure the carrying out, of the Public Benefits referred to in this clause 7.3.

8. REGISTRATION AND CAVEAT

8.1 Registration of this document

(a) The Developer:

- (i) consents to the registration of this document at the Land and Property Information on the certificate of title to the Land;
- (ii) warrants that it has obtained all consents to the registration of this document on the certificate of title to the Land; and
- (iii) must within 10 Business Days of a written request from the City do all things necessary to allow the City to register this document on the certificate of title to the Land, including but not limited to:
 - (A) producing any documents or letters of consent required by the Registrar-General of the Land and Property Information;
 - (B) providing the production slip number when the Developer produces the certificate of title to the Land at the Land and Property Information; and
 - (C) providing the City with a cheque for registration fees payable in relation to registration of this document at the Land and Property Information.
- (iv) The Developer must act promptly in complying with and assisting to respond to any requisitions raised by the Land and Property Information that relate to registration of this document.

8.2 Caveat

- (a) The City may, at any time after the date of this document, register a caveat over the Land preventing any dealing with the Land that is inconsistent with this document. Provided that the City complies with this clause 8.2, the Developer must not object to the registration of this caveat and may not attempt to have the caveat removed from the certificate of title to the Land.
- (b) In exercising its rights under this clause 8.2 the City must do all things reasonably required to:
 - (i) remove the caveat from the Land once this document has been registered on the certificate of title to the Land; and
 - (ii) consent to the registration of:
 - (A) this document; and
 - (B) any plan of consolidation, plan of subdivision or other dealing required by this document or the Development Consent or required or prudent for the carrying out of the Development.

8.3 Release of this document

If the City is satisfied that the Developer has provided all Public Benefits and otherwise complied with this document then the City must promptly do all things reasonably required to remove this document from the certificate of title to the Land.

9. ENFORCEMENT

9.1 Developer to provide Guarantee

The Developer must deliver the Guarantee for the Guarantee Amount to the City by the Guarantee Amount Due Date.

9.2 Adjustment of Guarantee Amount

On each anniversary of the date of the Guarantee (the "Adjustment Date"), the Guarantee Amounts are to be adjusted to a revised amount by applying the following formula:

$$\text{RGA} = \text{GA} \times (\text{A/B})$$

where:

RGA is the revised guarantee amount applicable from the relevant Adjustment Date

GA is the Guarantee Amount that is current on the relevant Adjustment Date

A is the Index Number most recently published before the relevant Adjustment Date

B is the Index Number most recently published:

- (i) before the date of the Guarantee for the first Adjustment Date; and
- (ii) before the preceding Adjustment Date for every subsequent Adjustment Date

If after the formula is applied the revised Guarantee Amount will be less than the amount held at the preceding Adjustment Date, the Guarantee Amount will not be adjusted.

9.3 Right of City to claim on Guarantee

- (a) The Developer agrees that the City may make an appropriation from the Guarantee in such amount as the City, acting reasonably, thinks appropriate if:
 - (i) the Developer fails to comply with clause 3.2 of Schedule 3 of this document (provision of detailed design drawings and detailed costs estimate);
 - (ii) the City allows the Developer not to complete the Public Benefits, or any part of them, in accordance with clause 5.4(a)(ii);
 - (iii) an Insolvency Event occurs in respect of the Developer;
 - (iv) the Developer fails to deliver the Public Benefits in accordance with clause 5.4(b);
 - (v) the Developer fails to rectify a Defect in accordance with clause 7.2 of this document;
 - (vi) the detailed designs for the Developer's Works are not finalised between the parties within 12 months of the date of issue of a Construction Certificate that approves the construction of any structures above the ground floor of the Development;

- (vii) the Developer's Works do not reach Completion within 36 months of the date of issue of the first Construction Certificate in respect of the Development (or such later time as agreed by the City in writing); or
 - (viii) the City incurs any other expense or liability in exercising its rights and powers under this document.
- (b) Any amount of the Guarantee appropriated by the City in accordance with clause 9.2 must be applied only towards:
- (i) the costs and expenses incurred by the City rectifying any default by the Developer under this document; and
 - (ii) carrying out any works required to achieve the Public Benefits.

9.4 Expenditure by the City

If the City claims on the Guarantee to Complete the Developer's Works, then the City:

- (a) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Developer's Works to ensure that those works can be carried out for an amount equal to or less than the Guarantee Amount; or
- (b) may expend more than the Guarantee Amount if reasonably necessary. If it is reasonably necessary for the City to expend more money than the Guarantee Amount then the excess will be deemed to be a debt due and owing to the City by the Developer.

9.5 Top-up and return of Guarantee

- (a) If the City calls upon the Guarantee in accordance with this clause 9 then the Developer must immediately provide to the City a replacement Guarantee to ensure that, at all times until the Guarantee is released in accordance with paragraph (b), the City is in possession of a Guarantee for a face value equivalent to the Guarantee Amount.
- (b) If:
 - (i) the monies secured by the Guarantee have not been expended;
 - (ii) the City has concurred with Completion in accordance with clause 5.3(a)(i) of this document, taking into account any approved non-completion of Public Benefits approved by clause 5.4(a) of this document; and
 - (iii) the City has been provided with the security for the Defects Liability Period in accordance with clause 7.1,

then the City will promptly return the Guarantee to the Developer following the issue of a notice pursuant to clause 5.3(a)(i) of this document.

- (c) If, following expiry of the Defects Liability Period, the City is satisfied that all Defects have been rectified in accordance with clause 7 then the City must promptly return to the Developer the portion of the Guarantee retained by the City as security for the Defects Liability Period.

9.6 Compulsory acquisition

If the Developer fails to transfer or dedicate the Transfer Land to the City in accordance with Schedule 3 of this document then the City may compulsorily acquire that land for the amount of \$1.00 in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*. The City and the Developer agree that:

- (a) this clause 9.6 is an agreement between the Developer and the City for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*;
- (b) in this clause 9.6 the Developer and the City have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition; and
- (c) the Developer must pay the City, promptly on demand, an amount equivalent to all costs incurred by the City in acquiring the whole or any part of the Transfer Land as contemplated by this clause 9.6.

10. DISPUTE RESOLUTION

10.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 10.

10.2 Negotiation

- (a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Developer's Representative and the City's Representative for resolution. The Dispute Notice must:
 - (i) be in writing;
 - (ii) state that it is given pursuant to this clause 10; and
 - (iii) include or be accompanied by reasonable particulars of the Dispute including:
 - (A) a brief description of the circumstances in which the Dispute arose;
 - (B) references to any:
 - (aa) provisions of this document; and
 - (bb) acts or omissions of any person, relevant to the Dispute; and
 - (C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.
- (b) Within 10 Business Days of the Referring Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative and the City's Representative must meet at least once to attempt to resolve the Dispute.

- (c) The Developer's Representative and the City's Representative may meet more than once to resolve a Dispute. The Developer's Representative and the City's Representative may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

10.3 **Not use information**

The purpose of any exchange of information or documents or the making of any offer of settlement under this clause 10 is to attempt to settle the Dispute. Neither party may use any information or documents obtained through any dispute resolution process undertaken under this clause 10 for any purpose other than in an attempt to settle the Dispute.

10.4 **Condition precedent to litigation**

Subject to clause 10.5, a party must not commence legal proceedings in respect of a Dispute unless:

- (a) a Dispute Notice has been given; and
- (b) the Resolution Period has expired.

10.5 **Summary or urgent relief**

Nothing in this clause 10 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

11. **TAXES AND GST**

11.1 **Responsibility for Taxes**

- (a) The Developer is responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this document or the Public Benefits.
- (b) The Developer must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Developer is responsible under clause 11.1(a).

11.2 **GST free supply**

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this document:

- (a) no additional amount will be payable by a party on account of GST; and
- (b) no tax invoices will be exchanged between the parties.

11.3 **Supply subject to GST**

To the extent that clause 11.2 does not apply to a supply made under this document, this clause 11.3 will apply.

- (a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.

- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 11.3(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 11.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.
- (e) The Developer will assume the City is not entitled to any input tax credit when calculating any amounts payable under this clause 11.3.
- (f) In this document:
 - (i) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
 - (ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

12. DEALINGS

12.1 Dealing by the City

- (a) The City may Deal with its interest in this document without the consent of the Developer if the Dealing is with a Government Agency. The City must give the Developer notice of the Dealing within five Business Days of the date of the Dealing.
- (b) The City may not otherwise Deal with its interest in this document without the consent of the Developer, such consent not to be unreasonably withheld or delayed.

12.2 Dealing by the Developer

- (a) Prior to registration of this document in accordance with clause 8, the Developer must not Deal with this document or the Land without:
 - (i) the prior written consent of the City; and
 - (ii) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to the City.
- (b) On and from registration of this document in accordance with clause 8:
 - (i) the Developer may Deal with this document without the consent of the City only as a result of the sale of the whole of the Land (without subdivision) to a purchaser of the Land;

- (ii) the Developer may register plans of strata subdivision, and the City consents to this document remaining registered only on the certificate of title to the common property of each strata plan upon registration of the strata plans; and
- (iii) the Developer must not otherwise Deal with this document to a third party that is not a purchaser of the whole or any part of the Land without:
 - (A) the prior written consent of the City; and
 - (B) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to the City.
- (c) The Developer must pay the City's costs and expenses relating to any consent or documentation required due to the operation of this clause 12.2.

12.3 Extinguishment or creation of interests on Transfer Land

- (a) Prior to the dedication or transfer of the Transfer Land to the City, the Developer must:
 - (i) extinguish all leases and licences over the Transfer Land; and
 - (ii) use its best endeavours to extinguish all redundant encumbrances and those that, in the City's opinion, would unreasonably impede the intended use of all or any part of the Transfer Land.
- (b) The Developer must comply with any directions by the City relating to the Transfer Land, including but not limited to the creation of any encumbrances over the Transfer Land.

13. TERMINATION

- (a) The City may terminate this document by notice in writing to the Developer if the Development Consent lapses or is surrendered by the Developer.
- (b) If the City terminates this document then:
 - (i) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;
 - (ii) the Developer must take all steps reasonably necessary to minimise any loss each party may suffer as a result of the termination of this document;
 - (iii) the City will return the Guarantee to the Developer after first deducting any amounts owing to the City or costs incurred by the City by operation of this document. If in exercising its rights under this document it is reasonably necessary for the City to expend more money than the Guarantee Amount then the reasonable amount spent in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer; and
 - (iv) the City will, at the Developer's cost, do all things reasonably required to remove this document from the certificate of title to the Land.

14. CONFIDENTIALITY AND DISCLOSURES

14.1 Use and disclosure of Confidential Information

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 14.2 or 14.3.

14.2 Disclosures to personnel and advisers

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:
 - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and
 - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.
- (b) The receiving party:
 - (i) must ensure that any person to whom Confidential Information is disclosed under clause 14.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 14.2(a); and
 - (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 14.2(b)(i).

14.3 Disclosures required by law

- (a) Subject to clause 14.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange or other regulatory body.
- (b) If the receiving party is required to make a disclosure under clause 14.3(a), the receiving party must:
 - (i) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (ii) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and

(iii) if disclosure cannot be avoided:

- (A) only disclose Confidential Information to the extent necessary to comply; and
- (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

14.4 Receiving party's return or destruction of documents

On termination of this document the receiving party must immediately:

- (a) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

14.5 Security and control

The receiving party must:

- (a) keep effective control of the Confidential Information; and
- (b) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

14.6 Media releases

The Developer must not issue any information, publication, document or article for publication in any media concerning this document or the Public Benefits without the City's prior written consent.

15. NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax or if it is sent by email to the addressee's email. If it is sent by mail, it is taken to have been received 5 Business Days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.
- (b) A person's address, fax number and email address are those set out in 0 for the City's Representative and the Developer's Representative, or as the person notifies the sender in writing from time to time.

16. GENERAL

16.1 Governing law

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

16.2 Access to information

In accordance with section 121 of the *Government Information (Public Access) Act 2009 (NSW)*, the Developer agrees to allow the City immediate access to the following information contained in records held by the Developer:

- (a) information that relates directly to the delivery of the Public Benefits by the Developer;
- (b) information collected by the Developer from members of the public to whom the Developer provides, or offers to provide, services on behalf of the City; and
- (c) information received by the Developer from the City to enable the Developer to deliver the Public Benefits.

16.3 Liability for expenses

- (a) The Developer must pay its own and the City's expenses incurred in negotiating, executing, registering, releasing, administering and enforcing this document.
- (b) The Developer must pay for all reasonable costs and expenses associated with the preparation and giving of public notice of this document and the explanatory note prepared in accordance with the Regulations and for any consent the City is required to provide under this document.

16.4 Relationship of parties

- (a) Nothing in this document creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) No party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

16.5 Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

16.6 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this document,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

16.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this document without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

16.8 Preservation of existing rights

The expiration or termination of this document does not affect any right that has accrued to a party before the expiration or termination date.

16.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this document for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

16.10 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

16.11 Operation of this document

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

16.12 Operation of indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

16.13 **Inconsistency with other documents**

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) this document;
- (b) any Schedule to this document; and
- (c) the provisions of any other document of the Developer,

the order of precedence between them will be the order listed above, this document having the highest level of precedence.

16.14 **No fetter**

Nothing in this document in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

16.15 **Counterparts**

This document may be executed in counterparts.

SCHEDULE 1 – AGREEMENT DETAILS

| ITEM | TERM | DESCRIPTION |
|------|-----------------------------------|---|
| 1. | Land | Lots 10 & 11 in DP 1195829 known as 5 Elger Street, Glebe and 4-6 Elger Street, Glebe NSW 2037 |
| 2. | Development | <p>Stage 2 development for the Glebe Affordable Housing Project, comprising excavation for basement levels and construction of a part 8/part 6 storey residential flat building with part 3/part 4 storey links (Block A), part 7/part 5 and part 2 storey residential flat building (Block C). The development comprises 140 units (Block A) and 92 units (Block C). Both buildings will include common rooms, communal open space and landscaping.</p> <p>The total Gross Floor Area of the Development on the Land is 18,960.00 square metres.</p> |
| 3. | City's Representative | <p>Name: Director, Planning, Development and Transport</p> <p>Address: Level 1, 456 Kent Street, Sydney NSW 2000</p> <p>Fax number: +612 9265 9518</p> <p>Email: None provided</p> |
| 4. | Developer's Representative | <p>Name: Ms Libby Walsh</p> <p>Address: Suite 13.02, Level 13 59 Goulburn Street Sydney NSW 2000</p> <p>Fax number: None provided</p> <p>Email: libbywalsh@roxypacific.com.au</p> |
| 5. | Development Application | D/2016/1109 |
| 6. | Guarantee Amount | A total amount of \$319,325.00 excluding GST |

| | | |
|----|--------------------------------------|--|
| 7. | Guarantee Amount Due Date | At the Commencement Date of this Agreement |
|----|--------------------------------------|--|

SCHEDULE 2

Requirements under the Act and Regulation (clause 2)

The below table summarises how this document complies with the Act and Regulation.

| ITEM | SECTION OF ACT OR REGULATION | PROVISION/CLAUSE OF THIS DOCUMENT |
|------|--|---|
| 1. | Planning instrument and/or development application (section 93F(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a Development Application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. | (a) No (b) Yes (c) No |
| 2. | Description of land to which this document applies (section 93F(3)(a) of the Act) | Item 1 of 0. |
| 3. | Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies (section 93F(3)(b) of the Act) | The Development Consent as described in clause 2.1. |
| 4. | The scope, timing and manner of delivery of Public Benefits required by this document (section 93F(3)(c) of the Act) | Schedule 3 and Annexure A. |
| 5. | Applicability of sections 94 and 94A of the Act (section 93F(3)(d) of the Act) | The application of sections 94 and 94A of the Act is not excluded in respect of the Development. However as contemplated by Item 7 of this Schedule, contributions (if any) under sections 94 or 94A will be reduced by \$319,325.00. The remaining amount of section 94 contributions, if any, are payable in accordance with the Development Consent. |

| ITEM | SECTION OF ACT OR REGULATION | PROVISION/CLAUSE OF THIS DOCUMENT |
|------|---|--|
| 6. | Applicability of section 94EF of the Act (section 93F(3)(d) of the Act) | The application of section 94EF of the Act is not excluded in respect of the Development and for the avoidance of doubt, contributions (if any) under section 94EF will be required to be paid |
| 7. | Consideration of benefits under this document if section 94 applies (section 93F(3)(e) of the Act) | Benefits as contemplated by this document are to be taken into consideration in determining a development contribution under section 94 of the Act. |
| 8. | Mechanism for Dispute Resolution (section 93F(3)(f) of the Act) | Clause 10 |
| 9. | Enforcement of this document (section 93F(3)(g) of the Act) | Clause 9 |
| 10. | No obligation to grant consent or exercise functions (section 93F(9) of the Act) | Clause 2.4 |
| 11. | Registration of this document (section 93H of the Act) | Clause 8 |
| 12. | Whether certain requirements of this document must be complied with before a construction certificate is issued (clause 25E(2)(g) of the Regulation) | Refer to the explanatory note |
| 13. | Whether certain requirements of this document must be complied with before a subdivision certificate is issued (clause 25E(2)(g) of the Regulation) | Refer to the explanatory note |
| 14. | Whether certain requirements of this document must be complied with before an occupation certificate is issued (clause 25E(2)(g) of the Regulation) | Refer to the explanatory note |

| ITEM | SECTION OF ACT OR REGULATION | PROVISION/CLAUSE OF THIS DOCUMENT |
|------|--|-----------------------------------|
| 15. | Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document (clause 25E(7) of the Regulation) | Clause 2.5 |

SCHEDULE 3

Public Benefits (clause 5)

1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide the Public Benefits in accordance with Schedule 3 and this document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

| | Public Benefit | Attributed Value | Due date | Additional specifications |
|----|-------------------|-------------------------------|--|--|
| 1. | Transfer Land | \$ Nil | After Completion but before the issue of the first Occupation Certificate for the Development. | The strip of land located to the south of Elger Street for a new public park, with an area of not less than 482 square metres. The proposed park includes a wide turfed strip with sculptural trees and seating, extending the length of Elger Street, between Cowper and Stirling Streets. Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document. |
| 2. | Developer's Works | \$319,325.00 excluding GST | Before the issue of the first Occupation Certificate for the Development. | Embellishment of the park in accordance with the Landscape Plans prepared by Oculus in January 2017. The Landscape Plans and specifications showing the nature and extent of the required Developer's Works as at the date of this document are contained in Annexure A to this document. |

2. TRANSFER LAND

2.1 Dedication of land – decision

The Developer must, at its cost, take all steps required to transfer the Transfer Land to the City by the due date specified in clause 1 of Schedule 3. As part of this obligation, the Developer must confirm with the City whether the Transfer Land is to be:

- (a) dedicated to the City on registration of a plan of subdivision; or
- (b) transferred to the City on registration of a transfer instrument.

2.2 Obligations on dedication

The requirement for the Developer to dedicate the Transfer Land to the City is satisfied where a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW).

2.3 Obligations on transfer

- (a) The requirement for the Developer to transfer the Transfer Land to the City is satisfied where:
 - (i) the City is given:
 - (A) an instrument in registrable form under the *Real Property Act 1900* (NSW) duly executed by the Developer as transferor that is effective to transfer the title to the Transfer Land to the City when executed by the City as transferee and registered;
 - (B) the written consent to the registration of the transfer of any person whose consent is required to that registration; and
 - (C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- (b) The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- (c) The Developer must ensure that the Transfer Land is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for any encumbrances agreed in writing by the City in its absolute discretion.
- (d) The Developer must indemnify and agree to keep indemnified the City against all claims made against the City as a result of any Contamination in, over, under or migrating from the whole or any part of the Transfer Land but only in relation to Contamination that existed on or before the date that the Transfer Land is dedicated to the City in accordance with the requirements of this clause.
- (e) The Developer warrants that as at the date of this deed the Transfer Land is not subject to any Adverse Affectation and warrants as to those matters in Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW), unless otherwise notified to and agreed by the City in writing in its absolute discretion.

3. FINAL DESIGN OF THE DEVELOPER'S WORKS

3.1 Scope of Developer's Works

As at the date of this document, the nature and extent of the required Developer's Works is set out in Annexure A to this document. The parties agree that further design refinement of the Developer's Works may be necessary, having regard to:

- (a) the extent to which the design of the Developer's Works has been approved by the City;
- (b) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this document;
- (a) the extent of any refinement of the design of the Developer's Works permitted by this clause 2.3(e) of Schedule 3;
- (c) any modification to the Development Consent made and approved under section 96 of the Act or any other development consent granted that relates to the Developer's Works; and

the reasonable requirements of the City, including in regard to the Standards.

3.2 Final design of Developer's Works

- (a) Within 3 months of the date of this document (or a later time approved by the City in writing) but prior to the issue of the first Construction Certificate for the Development, the Developer must submit to the City's Representative for approval:
 - (i) detailed design drawings of the Developer's Works that reflect the plans and specifications set out in Annexure A; and
 - (i) a detailed costs estimate (certified by a Quantity Surveyor) setting out the estimated cost of the Developer's Works.
- (b) Within 30 Business Days after the City's Representative has received the detailed design drawings and detailed costs estimate, the City will inform the Developer in writing as to whether the detailed design drawings and costs estimate are approved. If the detailed design drawings or costs estimate are not approved, the City will inform the Developer in writing of what further information or modifications are required and the Developer will have a further 15 Business Days to re-submit the required information, following which the process outlined in this paragraph (b) will apply again.
- (b) Regarding the costs estimate, the Developer agrees that the City may:
 - (i) reject items included within the Quantity Surveyor's Assessment which are not directly related to the Developer's Works;
 - (ii) require substantiation for the costs of items where the amount estimated is considered by the City to be excessive;
 - (i) require an adjustment to the costs estimate to reflect a variation to the design required under this clause 3.2 of Schedule 3.
- (c) If the Developer:
 - (i) fails to prepare the detailed design drawings or detailed costs estimate; or

- (ii) does not provide further information or modify the detailed design drawings or detailed costs estimate,

in accordance with this clause 3.2 of Schedule 3, then the City may exercise its rights under clause 9 of this document in order to carry out the Developer's Works itself at the cost of the Developer.

- (d) The Developer agrees that the value of the Developer's Works may be adjusted following completion of the process set out in this clause 3.2 of Schedule 3. The Developer acknowledges that the scope of the Developer's Works will not change or reduce if the costs required to complete those works is greater than the amount estimated at the date of this document.

3.3 Preparation of and changes to construction design drawings

- (c) Following approval of the detailed design drawings by the City in accordance with clause 3.2 of Schedule 3, the Developer must promptly:
 - (i) prepare construction design drawings that comply with the detailed design drawings; and
 - (ii) provide the City with a copy of the construction design drawings.
- (b) The City, acting reasonably, may by written notice to the Developer at any time, approve, vary or direct the Developer to vary the construction design drawings so that the Developer's Works reflect:
 - (i) the Standards;
 - (i) a departure or discrepancy from the plans approved under clause 3.2 of Schedule 3; or
 - (ii) any other standard or specification for materials or methodology for carrying out works that is adopted by the City from time to time, provided that any direction given under this clause 1.1(c)(ii) of Schedule 3 does not significantly increase:
 - (A) the cost of that element of the Developer's Works; or
 - (B) the complexity of implementation of the Developer's Works that may lead to a significant delay in the completion of the Developer's Works.
- (d) Within 20 Business Days of receiving a notice from the City under clause 3.3(b) of Schedule 3, the Developer must:
 - (ii) to the extent practicable, use reasonable endeavours to comply with the notice given by the City; or
 - (i) if the Developer determines that the notice given by the City is unreasonable or impracticable, notify a dispute in accordance with clause 10 of this document.

If the Developer does not provide any response during the 20 Business Days after receiving a notice from the City under clause 3.3(b) of Schedule 3, it is deemed that the Developer accepts the notice given by the City and will take all steps required to comply with the notice.

- (e) The City does not assume or owe any duty of care to the Developer in reviewing any design drawings submitted to it under this clause 2.3(e) of Schedule 3 or for any errors, omissions or non-compliance with this document.

- (c) No participation by the City in the development of, the review of, or comments on any design drawings submitted by the Developer will lessen or otherwise affect the Developer's obligations under this document or constitute an acknowledgement by the City that the Developer has complied with its obligations under this document.

4. CONSTRUCTION OF DEVELOPER'S WORKS

4.1 Insurance

- (a) From commencement of the Developer's Works until expiration of the Defects Liability Period, the Developer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances held with an insurer licensed by the Australian Prudential Regulation Authority or holding an investment grade rating from Standard & Poors, Moody's or Fitch:
 - (i) worker's compensation insurance or registrations as required by Laws;
 - (ii) public liability insurance written on an occurrence basis with a limit of indemnity of not less than \$20,000,000 covering all aspects of the Developer's Works;
 - (iii) construction works insurance in relation to the Developer's Works; and
 - (iv) motor vehicle third party cover with a limit of indemnity of not less than \$20 million for each and every occurrence.
- (b) The Developer must submit a copy of all certificates of insurance to the City:
 - (i) prior to commencing construction of the Developer's Works; and
 - (ii) promptly following a written request by the City, provided that such a request is not made more than twice in any 12 month period.

4.2 Approvals and consents

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the City or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Works, the Developer must give to the City copies of all approvals and consents for the Developer's Works, other than the Development Consent.

4.3 Construction work

The Developer must, at its cost:

- (a) carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works, including any approval given by the City under this document;
- (b) ensure that all Developer's Works are constructed in a good and workmanlike manner, in accordance with the plans approved under this document so that the Developer's Works are structurally sound, fit for purpose and suitable for their intended use;
- (f) ensure that the Developer's Works are Complete by the due date specified in clause 1 of Schedule 3 and promptly after becoming aware advise the City's Representative of any significant delays in completing the Developer's Works or delays that may impact the delivery of the Public Benefits by the due date specified in Item 1 of Schedule 3; and

- (c) comply with all reasonable directions of the City in respect to construction of the Developer's Works.

4.4 Inspections by the City

The City, as a party to this document and not in its role as a Government Agency, may:

- (a) inspect the Developer's Works during the course of construction at reasonable times and on reasonable notice; and
- (b) notify the Developer's Representative of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of an inspection.

Any failure by the City to identify a Defect, error or omission will not be construed as amounting to an acceptance by the City of the Defect, error or omission.

5. STANDARDS

The following list of Standards are included for information purposes only, and as a guide to the relevant standards for the general nature of the work identified as Developer's Works in this document. The City makes no representation or warranty as to the currency of the standards identified, or their application on the final design of the Developer's Works. The Developer must make its own enquiries regarding whether any standard has been replaced or supplemented. In the event that an Australian Standard prescribed a different level of material, finish, work or workmanship than those contained in a City standard, then the higher of the two standards will apply. If there is a conflict between City standards then the Developer must request the City nominate the correct and applicable City standard. The City's decision as to the applicable standard is final.

Relevant Australian Standards – Verge Works, Through site links

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 1743 Road signs
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities

- As 4454 Composts, soil conditioners and mulches

Relevant Australian Standards – Roads (including pedestrian areas)

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 1742 Manual of uniform traffic control devices
- AS 1743 Road Signs

City Standards (All Works)

- City of Sydney Contaminated Lands DCP 2004
- Sydney Street Code 2013
- Sydney Lights Code
- City of Sydney Access Policy
- Sydney Street Technical Specification and drawings
- City of Sydney Street Tree Master Plan 2011
- Council of the City of Sydney Policy for Waste Minimisation in New Developments

EXECUTED as a deed.

Signed, sealed and delivered for
THE COUNCIL OF THE CITY OF
SYDNEY by its duly authorised
officer, in the presence of:



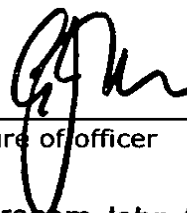
Signature of witness

Alisa Nicholson

Name

456 Kent Street, Sydney NSW 2000

Address of witness



Signature of officer

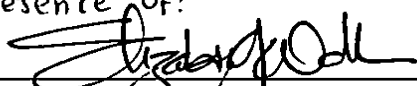
Graham Jahn AM

Name of officer

Director
City Planning | Development | Transport

Position of officer

EXECUTED by **ROXY-PACIFIC**
GLEBE PTY LTD ACN 606 482 464
~~in accordance with s127(1) of the~~
~~Corporations Act 2001 (Cth):~~ by its
duly authorised Attorney in the
presence of:




Signature of director witness

ELIZABETH JANE WALSH

Name

Level 13
59 Goulburn Street
Haymarket
NSW 2000



Signature of director/secretary attorney
under power of attorney registered as

Benjamin Hopkins

Name

Book 4715
No. 395.

ANNEXURE A

Public Benefits – additional plans and specifications

Concept Plans

Description of Developers Works

Provision of and delivery of a public open space for future use as a park and community garden. The public park will not be less than 482 square metres. Detailed design and construction documentation drawings approved by the City of Sydney will be generally in accordance with the landscape plans prepared by Oculus in February 2017 for the following works:

- Demolition and earthworks to remove existing structures, paving, vegetation and topsoil
- Remediation of Land to be fit for purpose
- Connection to external services including electricity, stormwater, drainage, etc
- Park signage and furniture
- New concrete permeable paving
- New decomposed granite pathways
- Planting of new trees
- Planting produce planting in raised planters
- New raised concrete planters with topsoil, waterproofing, drainage, etc.
- Importing and placing topsoil
- Supply and installation of turf

Maintenance Works

1. Maintain all plants, trees and planted areas in optimum growing condition and appearance, which shall include but is not limited to:
 - (a) Water all plants and trees as required to ensure active growth keeping areas moist but not saturated.
 - (b) Apply maintenance period fertiliser in accordance with the manufacturer's specifications.
 - (c) Keep planting areas free of weeds and undesirable grasses. Remove the entire root system. Dispose of all weeds appropriately.
 - (d) Inspect all plants and trees for disease or insect damage weekly. Treat affected material immediately.
 - (e) Remove damaged or diseased growth from plants and trees.
 - (f) Immediately replace any failed or damaged plants and trees. Replacement plants and trees shall be of equal size and species as the original plant.
 - (g) Reset to proper grades or upright position any plants that are not in their proper growing position.
 - (h) Stakes and ties must be adjusted or replaced as required.
 - (i) Prune plants and trees in order to repair mechanical damage, improve plant shape and to form or clear footpaths.
 - (j) Turfed areas must be mowed when sufficient establishment of turf has occurred including but not limited to adequate root contact/anchoring and root depth. All edges must be trimmed. Lawn clippings must be removed from site. Adjust the height of the mower to the lowest level where the lawn has a green appearance without being scalped.
 - (k) Topdress lawn when required and replace any areas of subsidence or dead turf which are greater than 1m² in area. Apply lawn fertiliser to ensure healthy growth in the growing

season. Remove by hand all weed growth or grass around base of plants in turf. Do not use nylon line type edge trimmers around base of trees.

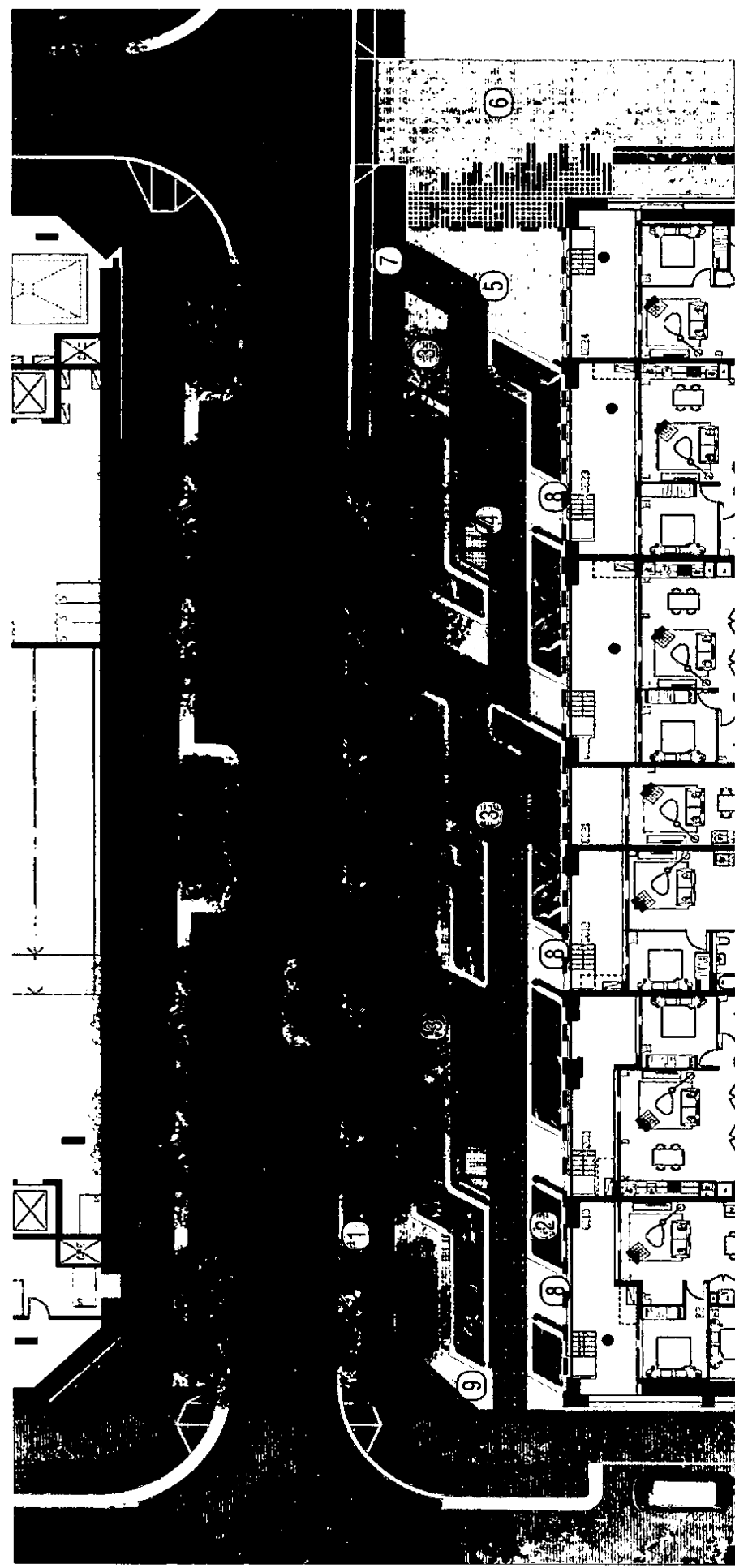
GLEBE WEST END - PUBLIC PARK CONCEPT DESIGN

JANUARY 2017

O C U L U S
Landscape architecture | urban design
Level 1/5 Wilton Street | po box 307 | newtown | nsw | 2042
p. 02 9557 5533 | f. 02 9519 8323 | australia@oculus.com.au
www.oculus.info

CONCEPT DESIGN

OVERALL CONCEPT



KEY:

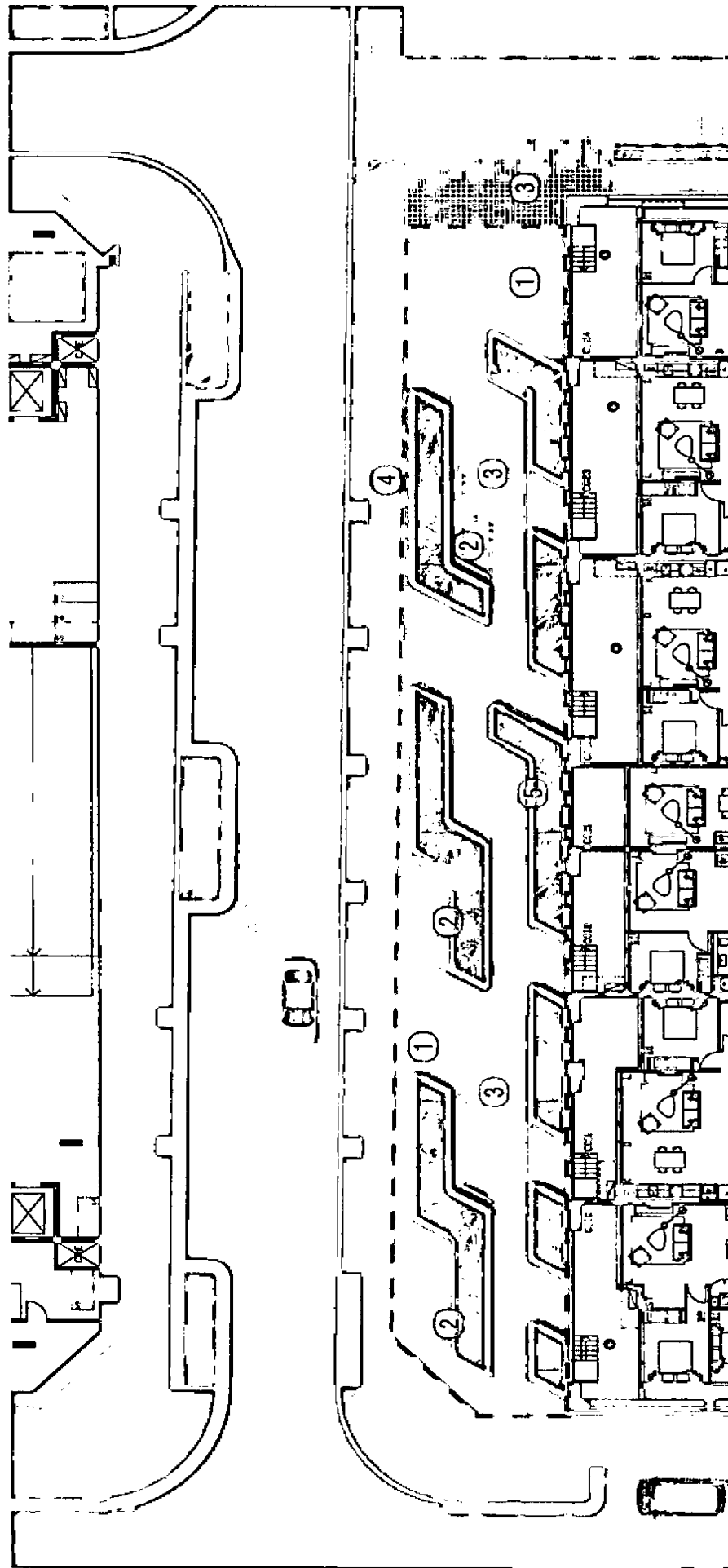
- | | | | | | | | |
|---|---|---|-------------------|---|------------------------------|---|-----------------------|
| 1 | EXISTING STREET TREES | 3 | FEATURE TREE | 6 | DEVELOPMENT DRIVEWAY | 8 | TAP |
| 2 | RAISED PLANTERS (POTENTIAL FUTURE COMMUNITY GARDEN USE) | 4 | SEATING AND TABLE | 7 | EXISTING ASPHALT FOOTPATH | 9 | CITY STANDARD SIGNAGE |
| | | 5 | FLEXIBLE SPACE | | | | |



SCALE - 1:200 @ A3

CONCEPT DESIGN

SURFACE MATERIALS

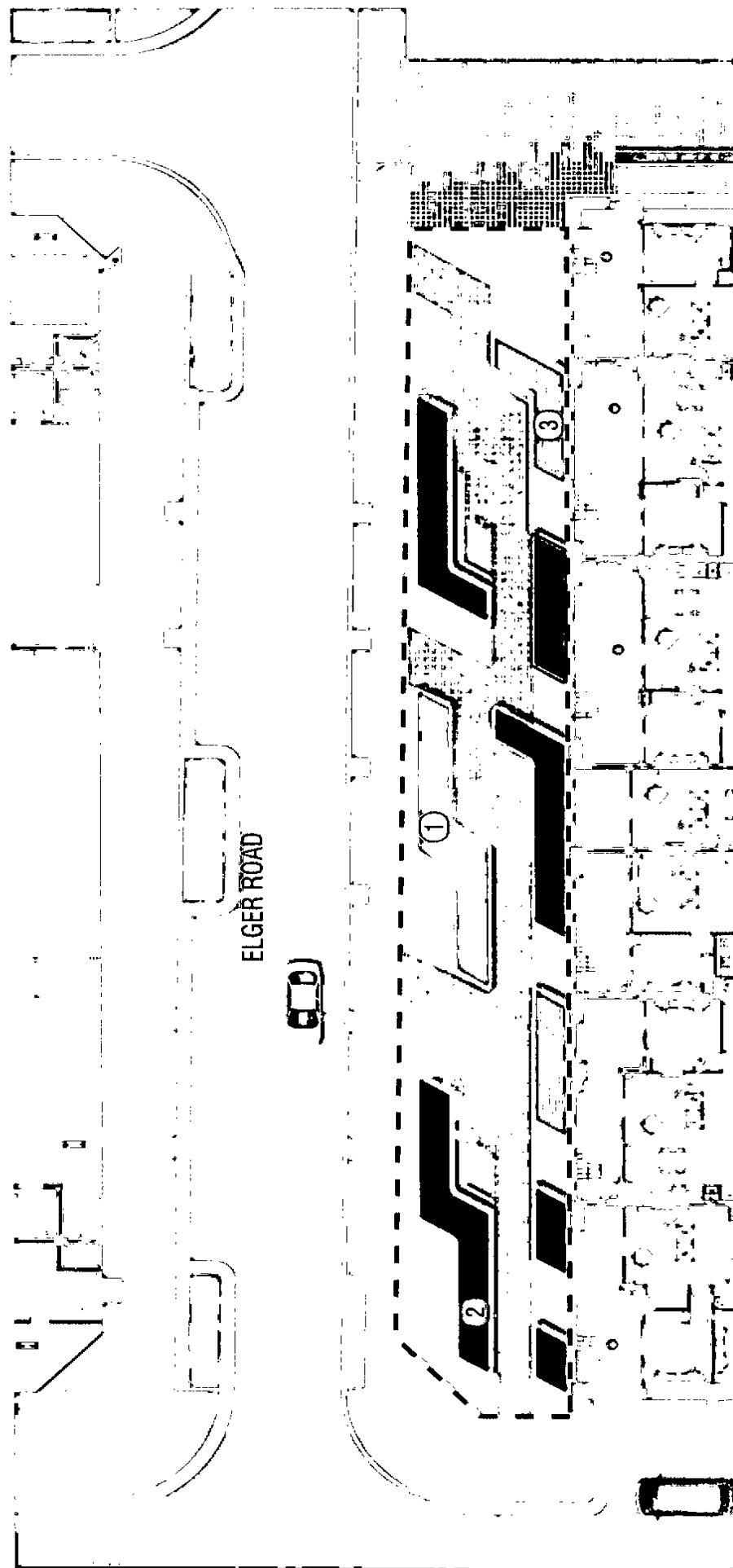


KEY:

- | | | | | | |
|---|----------------------------|---|---|---|--------------------------|
| 1 | DECOMPOSED GRANITE | 3 | ACCESSIBLE PERMEABLE PAVERS (HYDROSTON) | 5 | CONCRETE RAISED PLANTERS |
| 2 | TIMBER AND STEEL FURNITURE | 4 | EXISTING ASPHALT PAVEMENT | | |

CONCEPT DESIGN

PLANTER HEIGHTS

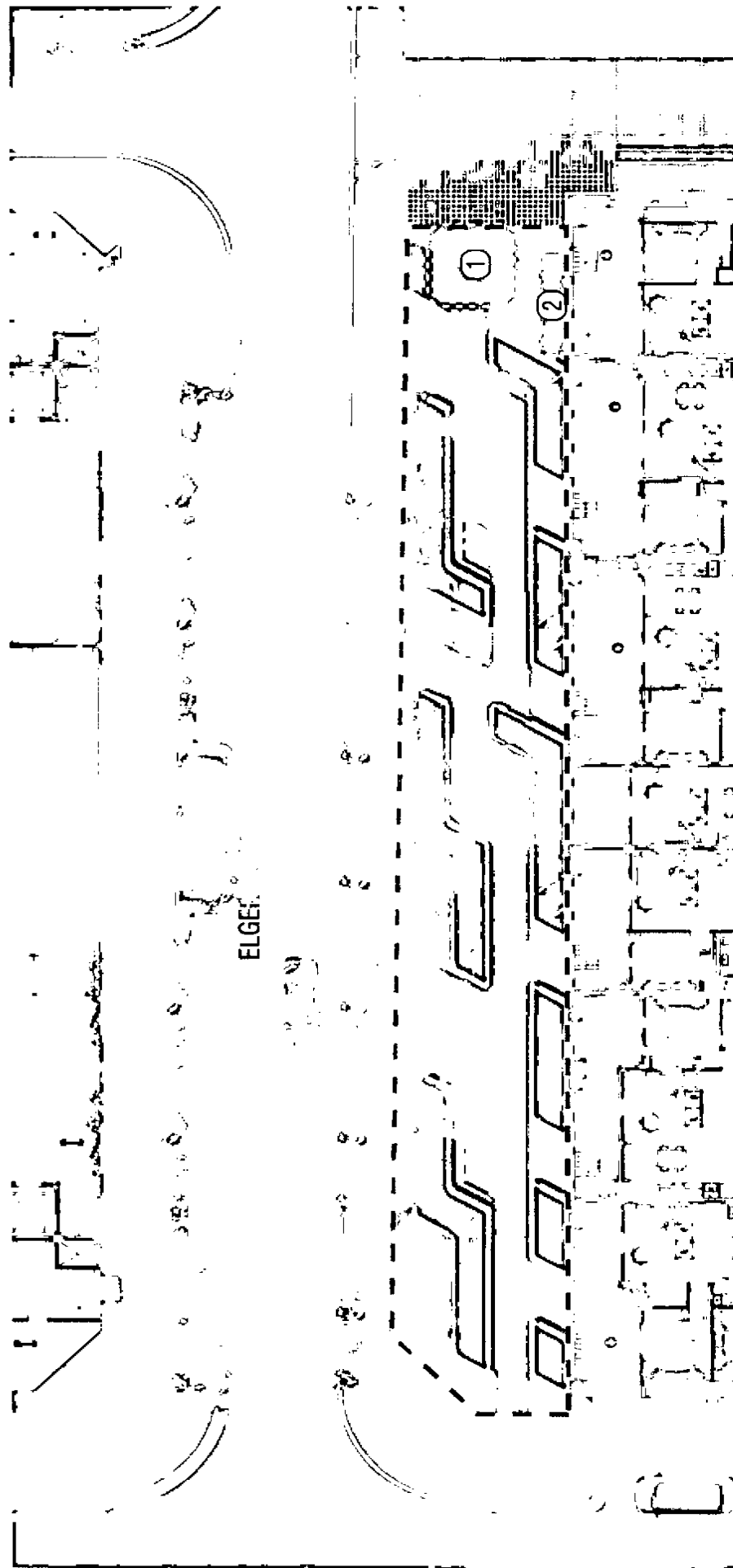


KEY:

- | | | | | | |
|---|--|---|--|---|---|
| 1 | 400MM HIGH RAISED PLANTERS FOR CHILDRENS USE | 2 | 600MM HIGH RAISED PLANTERS WITH SEATING ATTACHED | 3 | 800MM HIGH RAISED PLANTERS DETAILED TO PROVIDE WHEELCHAIR ACCESS UNDERNEATH PLANTER |
|---|--|---|--|---|---|

CONCEPT DESIGN

FUTURE COMMUNITY GARDEN FACILITY LOCATIONS

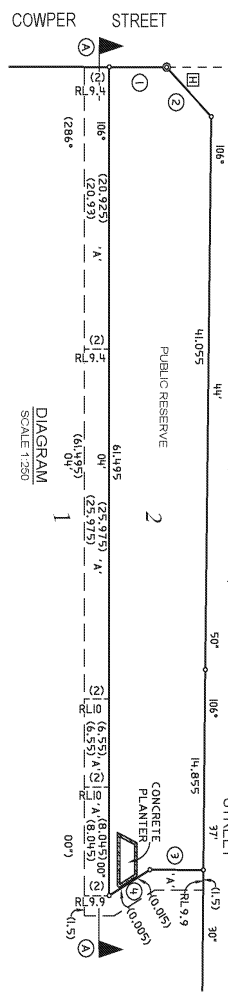
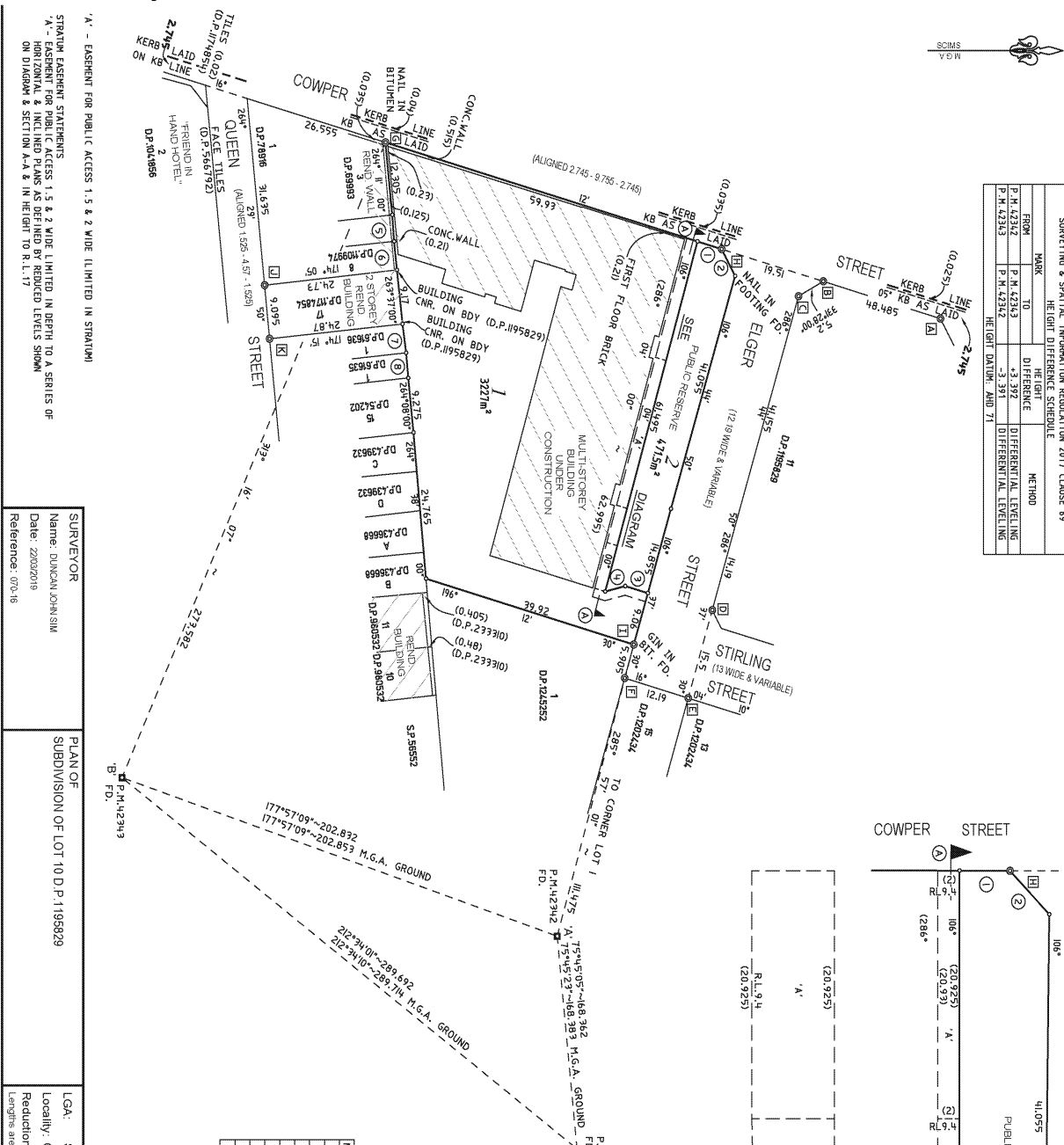


KEY-

1 POTENTIAL SHED LOCATION

2 POTENTIAL WORM FARM LOCATION


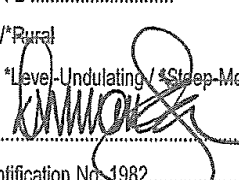
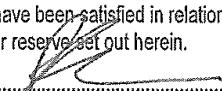
| SOLVING & SPECIAL INFORMATION RECORDATION 2017, CLAUSE 69 | | | |
|---|-----------|------------|-----------------------|
| HEIGHT DIFFERENCE SCHEDULE | | | |
| MARK | | HEIGHT | METHOD |
| FROM | TO | DIFFERENCE | |
| P.M.42342 | P.M.42343 | +3.392 | DIFFERENTIAL LEVELING |
| P.M.42343 | P.M.42342 | -3.391 | DIFFERENTIAL LEVELING |
| HEIGHT DATUM, AND 71 | | | |




| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 71 | | | | |
|---|--------------|----------------|--------------------------|----------------|
| THE LIGHT SCHEDULE | | | | |
| MARK | AND VALUE | CLASS ORDER | HEIGHT DATE VAL. DATE | STATE FOUND |
| P. 4.23A2 | 4.139 | L3 | SCMS ADOPED | FOUND |
| P. 4.23A3 | 7.528 | L3 | FROM SURVEY VAL. DATE | FOUND |
| DATE OF SCMS AND VALUES: 01/03/2019 | | | HEIGHT DATE: AND 7 | |

| SCHEDULE OF LINES | | | |
|-------------------|---------------|----------|-----------------------------|
| No. | BEARING | DISTANCE | |
| 1 | 16 12 05 " | 4.665 | |
| 2 | 6 12 28 30 " | 5.15 | |
| 3 | 16 12 30 " | 4.335 | |
| 4 | 16 55 58 35 " | 3.83 | |
| 5 | 265 59 00 " | 4.47 | |
| 6 | 363 43 00 " | 4.865 | |
| 7 | 262 14 00 " | 4.915 | |
| 8 | 264 32 00 " | 4.235 | |
| No. | BEARING | DISTANCE | DESCRIPTION |
| A | 150 35 30 " | 1.765 | DRAW FOUND (D. P. 11958289) |
| B | 108 02 " | 4.865 | DRAW FOUND (D. P. 1202434) |
| C | 15 32 " | 3.845 | DRAW FOUND (D. P. 1202434) |
| D | 46 28 " | 9.615 | DRAW FOUND (D. P. 1202434) |
| E | 64 28 " | 2.81 | DRAW FOUND (D. P. 1202434) |
| F | 315 32 " | 19.95 | DRAW FOUND (D. P. 1202434) |
| G | 34 36 " | 4.555 | DRAW FOUND (D. P. 1202434) |
| F | 232 31 " | 3.15 | DRAW FOUND (D. P. 1202434) |
| G | 124 33 " | 2.795 | DRAW FOUND (D. P. 11958289) |
| H | 105 29 " | 4.88 | DRAW FOUND (D. P. 1202434) |
| I | 200 37 30 " | 13.475 | DRAW FOUND (D. P. 1245252) |
| J | 354 49 " | 1.365 | DRAW FOUND (D. P. 1174555) |
| K | 39 30 " | 1.48 | DRAW FOUND (D. P. 1174555) |

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 | | | | | | |
|---|----------------------------------|---------------|------------------|--------|-----------|-------|
| COORDINATE SCHEDULE | | | | | | |
| MARK | COORDINATES | CLASS | ORDER | METHOD | STATE | |
| P M 42342 | 333 006 416 | 6 249 517.618 | B | 2 | FROM SCIS | FOUND |
| P M 42433 | 333 053 497 | 6 249 517.907 | B | 2 | FROM SCIS | FOUND |
| P M 51233 | 333 209 443 | 6 249 516 005 | B | 2 | FROM SCIS | FOUND |
| DATE OF SCIS COORDINATES: | MGA ZONE: 56 | | MGA DATUM: GDA94 | | | |
| 21 MARCH 2019 | COORDINATE SCALE FACTOR 0.999993 | | | | | |

| | | | | | |
|--|--|---|--|-----------------------|--|
| PLAN FORM 6 (2017) | | DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 3 sheet(s) | |
| Registered:  29.10.2019 Office Use Only Title System: TORRENS | | Office Use Only <h1 style="text-align: center;">DP1256277</h1> | | | |
| PLAN OF SUBDIVISION OF LOT 10 D.P. 1195829 | | LGA: SYDNEY Locality: GLEBE Parish: PETERSHAM County: CUMBERLAND | | | |
| Survey Certificate I, Duncan John Sim of Craig & Rhodes Pty Ltd a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 20/03/2019 , or *(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: A-B Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 11/07/2019 Surveyor Identification No: 1982 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. | | Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: | | | |
| Plans used in the preparation of survey/compilation. D.P. 1174854 D.P. 1195829 D.P. 1202434 D.P. 1245252 | | Subdivision Certificate I, <u>PATRICK QUINN</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>CITY OF SYDNEY</u> Date of endorsement: <u>1/10/2019</u> Subdivision Certificate number: <u>2019/32</u> File number: <u>S/2019/32</u> *Strike through if inapplicable. | | | |
| Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE LOT 2 TO THE PUBLIC AS PUBLIC RESERVE | | Surveyor's Reference: 070-16 Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | | | |

| | | |
|---|------------|---|
| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 2 of 3 sheet(s) |
| Registered:  | 29.10.2019 | Office Use Only |
| PLAN OF SUBDIVISION OF LOT 10 D.P. 1195829 | | <h1 style="margin: 0;">DP1256277</h1> |
| Subdivision Certificate number: 2019/32 Date of Endorsement: 1/10/2019 | | This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |


| | | | | |
|---|------------------------------|-------------|-------------|----------|
| SURVEYING & SPATIAL INFORMATION REGULATION 2012 | | | | |
| Clause 60(c) | | | | |
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| Lot | Street Number | Street Name | Street Type | Locality |
| 1 | 5 | Elger | Street | Glebe |
| 2 | Street address not available | | | |

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. EASEMENT FOR PUBLIC ACCESS 1.5 & 2 WIDE (LIMITED IN STRATUM)
2. POSITIVE COVENANT

Acknowledged for and on behalf of)
 DBS Bank LTD (ABN 601 105 373))
)

by its duly authorised Attorney in the presence of:

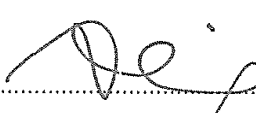


.....

Signature of Witness

LVL 19, CHIFFLEY TOWER, 2 CHIFFLEY SQUARE

Address of Witness SYDNEY NSW 2000





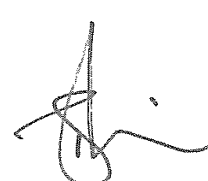
.....

Signature of ATTICUS LING

Book 4766 No 240

If space is insufficient use additional annexure sheet

Surveyor's Reference: 070-16

| PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 3 of 3 sheet(s) |
|--|-----------------|-----------------------|
| Registered:  29.10.2019 | Office Use Only | Office Use Only |
| PLAN OF SUBDIVISION OF LOT 10 D.P. 1195829 | | DP1256277 |
| Subdivision Certificate number: 2019/32 Date of Endorsement: 1/10/19 5/2019/32 | | |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | | |
| <p>EXECUTED on behalf of) ROXY-PACIFIC GLEBE PTY LTD) (ACN 606 482 464)) by its duly authorised Attorney in the presence of:)</p> <p> Signature of Witness</p> <p> Signature of Benjamin Charles Eddington Hopkins</p> <p>Book : 4702 No: 549 4715 395 x oc</p> <p>John Chagaris Name of Witness</p> <p>48 Hunter St, Sydney NSW 2000 Address of Witness</p> | | |
| If space is insufficient use additional annexure sheet | | |
| Surveyor's Reference: 070-16 | | |

Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



AM742838W

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**

10/1195829 and 11/1195829

(B) **LODGED BY**

| | | |
|--|--|-------------------|
| Document Collection Box 112M | Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9246 7839 CAN: 123053P Reference: S127680 - P Romero-Calderon | CODE RV |
|--|--|-------------------|

(C) **REGISTERED PROPRIETOR**

Of the above land
ROXY-PACIFIC GLEBE PTY LIMITED (ACN: 606 482 464)

(D) **LESSEE MORTGAGEE or CHARGE**

| | | |
|--|----------------------|------|
| Of the above land agreeing to be bound by this restriction | | |
| Nature of Interest | Number of Instrument | Name |
| NOT APPLICABLE | N.A. | N.A. |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 14 SEPTEMBER 2017

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: **HEATHER TURNER**
Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer:
Name of authorised officer: **Anthony Patrick Lenehan**
Position of authorised officer: Director - Legal & Governance
The Council of the City of Sydney
Authorised delegate pursuant to s 377 Local Government Act 1993

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the ^{registered proprietor} ~~authorised person~~ whose signature(s) appear(s) below and who signed this dealing pursuant to the authority specified.

Company: ROXY-PACIFIC GLEBE PTY LIMITED (ACN: 606 482 464)

Authority: ~~section 127 of the Corporations Act 2001~~ EXECUTED on behalf of Roxy-Pacific Glebe Pty Ltd by its duly authorised Attorney

Signature of authorised person:
Name of authorised person: **BENJAMIN CHARLES DUNNINGTON HOPKINS**
Office held: **Director**
Power of Attorney: **Book: 4715 No: 395**

Signature of authorised person: I certify that I am an eligible proprietor and that the registered proprietor attested this dealing in my presence.
Signature of witness:
Office held: **Director**
Name of witness: **Elizabeth Walsh**
Address of witness: **43, 59 Goulburn St, Haymarket NSW 2000**

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A., who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: _____ Signature of N.A. _____
Name of witness: _____
Address of witness: _____

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY ON LOT 10 IN DEPOSITED PLAN 1195829 AND ON LOT 11 IN DEPOSITED PLAN 1195829 BETWEEN ROXY-PACIFIC GLEBE PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

RESTRICTION ON RESIDENTIAL DEVELOPMENT:

The residential accommodation portion of the building, as approved in the Consent, must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental (Glebe Affordable Housing Project) 2011.

Consent means the consent granted to Development Application D/2016/1109 in accordance with the Environmental Planning and Assessment Act 1979.

Residential Accommodation means use as residential accommodation as defined in the Sydney Local Environmental Plan 2012.

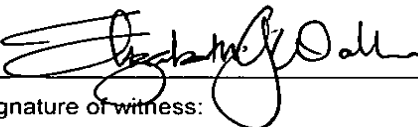


Witness (signature):

HEATHER TURNER

Full Name (printed)

456 Kent Street, Sydney



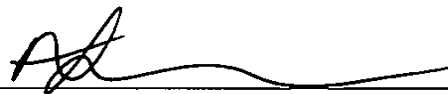
Signature of witness:

Elizabeth Walsh

Name of witness (printed):

113, 59 Goulburn St,
Haymarket NSW 2000

Address of witness:



Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney



Benjamin Charles Eddington Hopkins
Signing on behalf of Roxy-Pacific Glebe Pty
Limited
Power of attorney – Book: 4715
No: 395

Form: 13PC
Release: 3-1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 19

AN456908W

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided 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 | 10/1195829 and 11/1195829 | | |
| (B) LODGED BY | Document Collection Box 112M | Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9246 7839 CAN: 123053P Reference: S127680 - P Romero-Calderon | CODE PC |
| (C) REGISTERED PROPRIETOR | Of the above land ROXY-PACIFIC GLEBE PTY LTD (ACN 606 482 464) | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this positive covenant Nature of Interest Number of Instrument Name NOT APPLICABLE N.A. N.A. | | |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919 THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790) | | |

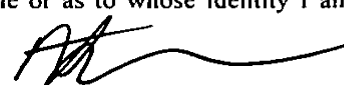
(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 25 JUNE 2018

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

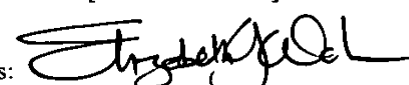
Signature of witness: 
Name of witness: **HEATHER TURNER**
Address of witness: 456 Kent Street, Sydney

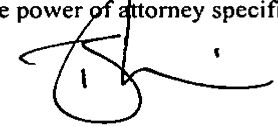
Signature of authorised officer: 
Name of authorised officer: **Anthony Patrick Lenehan**
Position of authorised officer: Director - Legal & Governance
The Council of the City of Sydney
Authorised Delegate pursuant to s 377 Local Government Act 1993

(G) **Execution by the registered proprietor**

I certify that I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence.[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: 
Name of witness: **Elizabeth Walsh**
Address of witness: 113, 59 Goulburn St
Haymarket NSW 2000

Signature of attorney: 
Attorney's name: **Benjamin Hopkins**
Signing on behalf of: **Roxy Pacific Glebe Pty Ltd**
Power of attorney-Book: 4715
-No.: 395

(H) **Consent of the N.A.**

The N.A. under N.A. No. N.A., agrees to be bound by this positive covenant.

I certify that the above N.A. who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of N.A. _____
Name of witness: _____
Address of witness: _____

**ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 10 IN DEPOSITED PLAN 1195829
AND ON LOT 11 IN DEPOSITED PLAN 1195829 BETWEEN ROXY-PACIFIC GLEBE PTY LIMITED AND
THE COUNCIL OF THE CITY OF SYDNEY**

1. DEFINITIONS

City means The Council of the City of Sydney.

Damages mean liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis and whether incurred or awarded against a party).

Land means 4-6 Elger Street, Glebe (Folio Identifier: 11/1195829) and 5 Elger Street, Glebe (Folio Identifier: 10/1195829).

Owner means the registered proprietor of the Land.

Public Way means the roads, laneways or other areas vested in or controlled by the City.

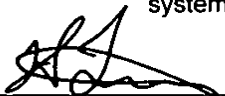
Private Connection means the privately owned pipes emanating from the Land that is connected to the City owned gully pit, pipe or channel.

Unauthorised Discharge means any discharge (including trade wastes, contaminants and suspended silt), being any matter or thing (whether solid, gaseous or liquid) other than stormwater, sub-soil water and sprinkler test water.

2. COVENANTS

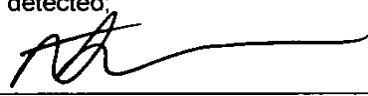
In consideration of the City allowing the discharge of stormwater, sub-soil water and sprinkler test water from the Private Connection to the City's drainage system, the Owner must:

- (a) use the Private Connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) not permit any Unauthorised Discharge through the Private Connection;
- (c) permit the City to disconnect the Private Connection and make good the City's drainage system if any Unauthorised Discharge from the Land is detected;

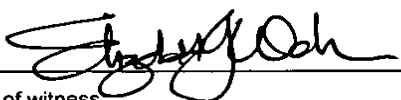


Witness (signature):
HEATHER TURNER

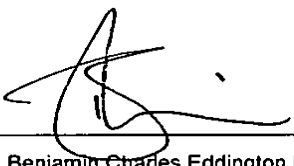
Full Name (printed)
456 Kent Street, Sydney



Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney



Signature of witness:



Benjamin Charles Eddington Hopkins
Signing on behalf of Roxy-Pacific Glebe Pty Limited
Power of attorney – Book: 4715
No: 395

Elizabeth Walsh

Name of witness (printed):

L13, 59 Goulburn St

Address of witness: **Haymarket**
NSW 2000

- (d) pay for all costs relating to the disconnection(s) and making good;
- (e) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (f) if a pump-out system is installed, put up a notice in a conspicuous position warning that the area is liable to flooding in case of pump failure. The Owner must give the City access to the Land from time to time to inspect the notice(s);
- (g) release the City from all claims for Damages as a result of:
 - (i) any blockage of or surcharge or backflow from the City's drainage system;
 - (ii) the construction of the Private Connection in the Public Way;
 - (iii) the connection of the Private Connection to the City's drainage system; and
 - (iv) the relocation of the gully pit;
- (h) indemnify the City from all Damages suffered or incurred by the City as a result of:
 - (i) the construction of the Private Connection;
 - (ii) the connection of the Private Connection to the City's drainage system; or
 - (iii) any Unauthorised Discharge through the Private Connection;except to the extent that the City's negligent act or omission contributed to the Damages;
- (i) not carry out any excavation works or alterations to the Private Connection and/or the City's drainage system without obtaining the City's prior written consent. If consent is granted, the City may impose any terms that the City sees fit.

3. GENERAL

Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.



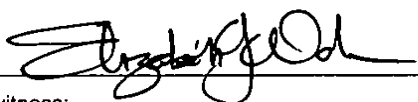
Witness (signature):

HEATHER TURNER

Full Name (printed)
456 Kent Street, Sydney



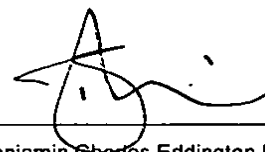
Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney



Signature of witness:

Elizabeth Walsh

Name of witness (printed):



Benjamin Charles Eddington Hopkins
Signing on behalf of Roxy-Pacific Glebe Pty Limited
Power of attorney – Book: 4715
No: 395

L13, 59 Coulburn St, Haymarket

Address of witness: NSW 2000

ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 10 IN DEPOSITED PLAN 1195829 AND LOT 11 IN DEPOSITED PLAN 1195829 BETWEEN ROXY-PACIFIC GLEBE PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY

The Registered Proprietors covenant with The Council of the City of Sydney that the Registered Proprietors will at all times be responsible for:

- (a) giving notice of the former use and contamination of the land and existence of encapsulated cells containing contaminated material to the Principal Certifying Authority prior to the issue of an Occupation Certificate for the building erected on the land.
- (b) ongoing maintenance and any future rehabilitation works required for the encapsulated material including the prevention of discharge from the encapsulated material of any contaminants or for any works required by the Environmental Protection Authority.



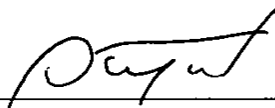
Witness (signature):

HEATHER TURNER

Full Name (printed):
456 Kent Street, Sydney



Anthony Patrick Lenehan
Director – Legal & Governance
The Council of the City of Sydney



Witness (signature):

Jasmin Hepworth

Full Name (printed):

413, 59 Goulburn St, Haymarket

Address of Witness:



Benjamin Charles Eddington Hopkins
Signing on behalf of Roxy-Pacific Glebe Pty Limited
Power of Attorney – Book: 4715 No: 395



AQ317088N

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) **TORRENS TITLE**

For the common property
CP/SP94096

(B) **LODGED BY**

Document
Collection
Box

6326J

Name, Address or DX, Telephone, and Customer Account Number if any

Strata Choice Pty Ltd

Locked Bag 1919

St Leonards NSW 1590

ph. 8424 9700

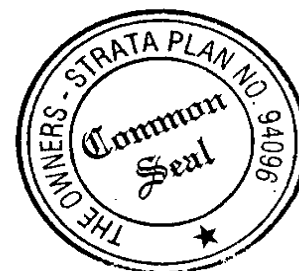
Reference: Account No. 132145H

CODE

CH

- (C) The Owners-Strata Plan No. 94096 certify that a special resolution was passed on 11/2/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY LAW 47
Amended by-law No. NOT APPLICABLE
as fully set out below:

see attached Annexure



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 94096 was affixed on 10/8/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: Scott Martin

Authority: Strata Managing Agent

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

ANNEXURE "A"

Plan 94096

By-Law 1

Definitions and interpretation

1.1 Definitions

In this document, unless a contrary intention is apparent, the words capitalised in this By-law have the meanings attributed to them and where words are used which are not defined in these By-laws but which have a meaning in the Act, then the meaning in the Act will apply:

Accessible Space means a space comprising Common Property with a use limited to enabling and assisting disabled or physically impaired persons to alight or enter a vehicle.

Adaptable Space means an Owner's Car Space adjacent to an Accessible Space with the benefit of that Accessible Space.

Act means the *Strata Schemes Management Act 2015 (NSW)* and where compliance with the Act as a general requirement is relevant or where otherwise appropriate, includes the *Strata Schemes Management Regulation 2016* in each case as amended or if replaced by substitute legislation then that substitute legislation.

Air Conditioning includes, without limitation, air handling units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which are located in or on Common Property and service a Lot including, without limitation, by supplying air conditioning, reticulated water or refrigerant for air conditioning.

Approval means an approval or consent from or by an Authority relative to the Strata Scheme or any part of the Strata Scheme including a Lot and includes the Development Approval.

Approved Contractor means a contractor approved by the Owners Corporation or Building Manager for the provision of locksmith services to the Strata Scheme from time.

Assistance Animal means an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992 (Cth)*.

associated with a/the Lot means an area forming part of a Lot or designated for exclusive use by the Occupier of a Lot.

Authority means in respect of any matter, any government, semi-government, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state-owned corporation, having jurisdiction over that matter.

Automatic Fire Alarm Network Service Agreement means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.

Balcony means a balcony, terrace or courtyard forming part of a Lot.

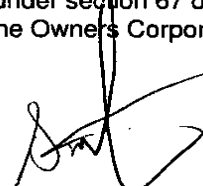
Barrel means the barrel in the front door lock of a Lot, accessed with the Secured Lot Key.

Benefited Adaptable Space means each Adaptable Space located adjacent to a Shared Accessible Space.

Bicycle Storage Space means, relative to a Lot, the bicycle storage area forming part of or allocated for use by, that Lot, however and wherever designated, and includes a Shared Cage Bicycle Storage Space.

Building means the building on the Land which is the subject of the Strata Scheme.

Building Manager means the person or corporation appointed as a caretaker under section 67 of the Act or the onsite manager or some other person appointed for the purpose by the Owners Corporation



or the Managing Agent or being a person within the Managing Agent.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

- a. Common Property structures, including the walls, floors and ceilings enclosing the Lot (Common Property walls include windows and doors in those walls);
- b. the structure of the Lot;
- c. the internal walls inside the Lot (e.g. a wall dividing two rooms in the Lot);
- d. Common Property services; or services in the Strata Scheme whether or not they are for the exclusive use of the Lot,

but does not include Cosmetic Work.

By-laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time and amendments or variations to the by-laws adopted by the Owners Corporation or imposed by the Act.

Car Share Scheme Space means the area within the Strata Scheme made available to a car share scheme operator for the parking of car share scheme Vehicles.

Car Wash Bay means the area of Common Property designated for the washing of Vehicles of an Occupier.

Common Property means the common property comprised in the Strata Scheme and includes all improvements, fixtures and fittings erected, installed or constructed on the Common Property.

Cosmetic Work has the same meaning as in the Act.

Council means the Council of the City of Sydney.

Development Approval means the Notice of Determination from Council dated 29 June 2017 (Date of Determination 27 June 2017) in relation to Application No D/2016/1109 and all supplemental approvals, variations and amendments

Domestic Animal means a cat, dog, fish, rabbit, caged bird or any other animal commonly kept as a pet but does not include:

- a. rodents, snakes, spiders, scorpions, bats or any vermin;
- b. dingos or dingo-cross breeds;
- c. any animal which has been classified as a dangerous animal, a menacing animal, a nuisance animal or any animal of a menacing breed; or
- d. any native species or animals protected under Law or any wild animals.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and the Lots in the Building, and includes Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located within or on the Common Property associated with or ancillary to the Embedded Network.

Embedded Network Service means the supply of any of the following:

- a. electricity;
- b. gas;
- c. hot water;
- d. chilled water;
- e. potable water;
- f. recycled water;
- g. internet services;
- h. voice, data, digital, fibre optic, satellite or video communications or signals;
- i. mobile or other telephone signal distribution services.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Environmental Planning Instrument means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Strata Scheme and includes from time to time, any attached development control plan issued by the local council.

Equipment means any noise generating equipment, plant or machinery including mechanical ventilation systems.

Fire Alarm means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.

Fire Alarm Costs means:

- a. any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* and the Automatic Fire Alarm Network Service Agreement or otherwise legally imposed in responding to activation of any Fire Alarm; and
- b. any additional administrative fee associated with those charges, pursuant to the Automatic Fire Alarm Network Service Agreement.

Fire and Rescue NSW means the department of government established by the *Fire Brigades Act 1989* or any other Authority, company or individual which replaces or performs that same function.

Fire Engineering Report means the Fire Engineering Report prepared for West End Glebe, Building C, 6 Cowper Street, Glebe by Holmes Fire dated 5 October 2018, Version G 131712

Garbage Room means each of the garbage rooms or garbage chute rooms designated for the collection of garbage in the Strata Scheme.

Initial Period has the same meaning as in the Act.

Initial Period Restrictions means any of those things listed in section 26 of the Act.

Intercom Repair Costs means all costs incurred in keeping the Intercom Unit in a good and serviceable state of repair, including the complete replacement of the Intercom Unit as required.

Intercom Unit means the two way communication device servicing a Lot that is used for communicating with people and for access to the Building

Land means the land comprised in the Strata Scheme and known as 11 Wentworth Street, Glebe.

Law means in respect of any matter, each and all statutes and common law of:

- a. New South Wales,
 - b. Australia, or
 - c. any other sovereign nation having extra-territorial application in New South Wales or Australia and jurisdictional application in respect of these By-laws,
- and includes ordinances, regulations, subordinate legislation, by laws, industrial awards, development consents, environmental planning instruments and all orders, directions, codes of practice or requirements of any Authority, relative to that matter.

Lot means a lot in the Strata Scheme.

Managing Agent means the managing agent of the Strata Scheme appointed by the Owners Corporation from time to time.

Minor Renovation has the same meaning as in the Act.

Music Room means that area within the Common Area designated as the Music Room.

Occupier means, in respect of a Lot:

- a. a person who is a party to a current lease under the *Residential Tenancies Act 2010 (NSW)*;
- b. a mortgagee in possession;
- c. an immediate family member;
- d. anyone occupying a Lot with the permission of the Owner and includes the Owner.

Owner means, in respect of a Lot, the registered proprietor for the time being of that Lot.

Owner's Car Space means a car space forming part of or associated with a Lot for the use by the Owner or Occupiers of that Lot.

Owners Corporation means the owners corporation constituted upon registration of the Strata Scheme.

Remote Control means an electronic security device equipped with a magnetic chip for the purpose of allowing access to and from Common Property, including an Owner's Car Space or Storage Area.

Restricted Hours means those hours determined by the Strata Committee from time to time to be restricted hours for any purpose.

Rooftop Area means the rooftop areas and facilities designated for use by the Occupiers.

Rules means rules made by the Owners Corporation according to By-law 27.

Secured Lot Key means a metal or other material key system issued by the Owners Corporation and used by an Occupier to unlock the Barrel and gain access to their Lot.

Security Camera means the closed circuit television cameras installed or to be installed on the Common Property.

Shared Accessible Space means each Accessible Space comprising the Common Property and located between 2 Adaptable Spaces.

Shared Cage Bicycle Storage Space means a bicycle storage space relative to a Lot within a shared cage area.

Storage Area means an area designated to be used as a storage area on the Strata Plan, including a designated storage area that forms part of a Lot or is associated with a Lot with which an Occupier is granted exclusive use and enjoyment for the purpose of storage.

Strata Committee means the strata committee of the Owners Corporation.

Strata Plan means the strata plan registered with these By-laws.

Strata Scheme means the strata scheme, as defined under the Act, relating to the Strata Plan.

Swipe Card means a security device equipped with a magnetic chip for the purpose of allowing access to and from Common Property.

Terrace Lots means each of the following Lots which have a courtyard, balcony or terrace area accessible to and from the street:

- a. Lot 12; and
- b. Lot 13.

Unauthorised Person means a person identified as a lessee in a commercial arrangement giving the person the right to occupy residential premises for a period of not more than 3 months at any one time, other than in accordance with the Residential Tenancies Act, including holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

Vehicle means a motor car or other vehicle.

Visitor means any person who is not an Occupier of a Lot.

1.2 Interpretation

In these By-laws, unless the context otherwise requires

- a. headings are for convenience only and do not affect the interpretation of the By-laws;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Authority;
- e. a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes part of that thing; and
- g. a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under the statute.

1.3 Severance

if at any time any provision of these By-laws is or becomes illegal, invalid or unenforceable in any respect under the Law of any relevant jurisdiction:

- a. the legality, validity or enforceability in that jurisdiction of any other provision of these By-laws; or
- b. the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of these By-laws or any other part of the specific provision,

will not be affected or impaired.

By-Law 2 Parking of vehicles

2.1 Obligations on Occupiers relating to the use of car spaces

- a. Subject to By-law 2.2, an Occupier of a Lot must not park or stand any Vehicle on Common Property, or permit a Vehicle to be parked or stand on Common Property, except with the prior written approval of the Owners Corporation or in accordance with a sign erected by the Owners Corporation specifically permitting that conduct.
- b. Visitor car spaces are for the exclusive use of Visitors to park their Vehicles and must not at any time be allocated, sold or leased to an Occupier or other person or used for any other purpose. An Occupier of a Lot must not park or stand any Vehicle on a Visitor car space.
- c. Any Owner's Car Space must only be used by the Owner of that Lot or an Occupier of that Lot with the permission of the Owner.
- d. Vehicles parked on the Common Property or within an Owner's Car Space are parked at the sole risk of the Occupier or Vehicle owner. The Owners Corporation shall not be responsible for any loss of or damage to any Vehicle or any theft from any Vehicle.
- e. Each Occupier of a Lot:
 - i. shall ensure that their Visitors comply with the terms of this By-law 2;
 - ii. is solely responsible to secure their Vehicle;
 - iii. must exercise caution and act responsibly when moving their Vehicle around the Common Property or when parking their Vehicle or when entering or exiting the Common Property;
 - iv. must not cause any excessive noise when using their Vehicle on the Common Property;
 - v. must provide the Owners Corporation with access to your Owner's Car Space or Storage Area to enable the Owners Corporation to comply with its obligations under the Act and the by-laws;
 - vi. must keep their Owner's Car Space clean and tidy;
 - vii. must use their Owner's Car Space and any Storage Area only for lawful purposes;

- viii. must keep their Owner's Car Space free of vermin;
- ix. must not enclose their Owner's Car Space without the prior written consent of the Owners Corporation which, if given, may be given subject to conditions;
- x. must not keep dangerous, noxious or inflammable items, materials or liquids in their Owner's Car Space or Storage Area;
- xi. must repair and make good any damage caused by the Occupier to their Owner's Car Space or Storage Area.
- xii. must ensure that the parking of their Vehicle does not interfere with or damage the Common Property or the person or property of any other person and if this occurs the Occupier must rectify that interference or damage within a reasonable period of time, at their own cost;
- xiii. remains liable for any damage to a Lot or Common Property or any other Vehicle or property arising out of the parking of their Vehicle or movement of their Vehicle within the Common Property or accessing or departing the Common Property;
- xiv. indemnifies and will keep indemnified the Owners Corporation against all claims against the Owners Corporation or costs or losses suffered by the Owners Corporation or any person arising out of:
 - A. any incident or damage referred to in this By-law 2.1 or to Common Property; or
 - B. the removal and disposal of Vehicles or any property of an Occupier; or
 - C. arising out of the non-compliance by an Occupier with this By-law 2;
- xv. except to the extent otherwise authorised by the Owners Corporation, an Occupier must not store or place any items or materials including Vehicles in the Common Property. Any items or materials stored or placed in the Common Property are stored or placed at the sole risk of the Occupier. The Owners Corporation is not responsible for any loss of or damage to the items or materials; and
- xvi. must ensure that no goods are stored on the floor of an Owner's Car Space at any time, with the exception of Vehicles.
- xvii. must not install a bollard or electronic bollard in an Owner's Car Space without obtaining the prior approval from the Owners Corporation in the form of a special resolution in accordance with Section 108 of the Act and/or a by-law granted to the Owner.
- xviii. must not at any time enclose the Owner's Car Space, or alter or erect anything on that car space other than for the installation of a small storage box and then only to a size and design which is uniform in size, position, materials and nature with other such areas and compliant with a size and design approved by the Owners Corporation.

2.2 Accessible Spaces and Shared Accessible Spaces

- a. An Accessible Space is for the exclusive use of an Occupier of its adjacent Adaptable Space for the purpose only of enabling and assisting disabled or physically impaired persons to alight or enter a vehicle in the Adaptable Space and not for any other purpose
- b. A Shared Accessible Space is for the exclusive use of an Occupier of a relevant Benefited Adaptable Space for the purpose only of enabling and assisting disabled or physically impaired persons to alight or enter a vehicle in Benefited Adaptable Space and not for any other purpose.
- c. The exclusivity of the Shared Accessible Space may be shared by the Occupiers of two separate Benefited Adaptable Spaces if each Benefited Adaptable Space has the benefit of the same Shared Accessible Space.
- d. No other Occupier is entitled to use the Accessible Space or Shared Accessible Space for any purpose.
- e. The Owner of each Adaptable Space and each Benefited Adaptable Space is responsible, and if more than one Owner then jointly responsible, for the proper maintenance of, and keeping clean, uncluttered and in a state of good and serviceable repair the relevant Accessible Space or Shared Accessible Space as the case may be.
- f. If the respective Owners fail to comply with their obligations in paragraph (e), then the Owners Corporation may do anything required to be done and is entitled to recover the cost and expense of doing so from each of the relevant Owners.

By-Law 3

Bicycles and motorbikes

3.1 Obligations on Occupiers relating to the parking of bicycles or motorbikes

- a. An Occupier of a Lot must ensure that any:
 - i. motorbike belonging to the Occupier is kept within the Owner's Car Space; or
 - ii. bicycle is kept within that Lot's Bicycle Storage Space; or
 - iii. motorbike or bicycle is kept within any part of the Common Property designated in the Strata Scheme or by the Strata Committee for the storage or parking of Occupier's bicycles or motorbikes.
- b. An Occupier of a Lot must not, other than in accordance with By-law 3.1, park or stand any bicycle or motorbike on Common Property, or permit any bicycle or motorbike to be parked or stand on the Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation specifically permitting that conduct. Any Visitor Vehicle, bicycle or motorbike spaces are for the exclusive use of Visitors. An Occupier of a Lot must not park or stand any bicycle or motorbike on any space designated for Visitors.
- c. Bicycles and motorbikes parked on the Common Property or within a Bicycle Storage Space or Owner's Car Space, as the case may be, are parked at the sole risk of the Occupier. The Owners Corporation shall not be responsible for any loss or damage to any bicycles or motorbikes.
- d. Each Occupier of a Lot:
 - i. shall ensure that their Visitors comply with the terms of this By-law 3;
 - ii. is solely responsible to secure their bicycle or motorbike;
 - iii. must exercise caution and act responsibly when moving their bicycle or motorbike around the Common Property or when parking their bicycle or motorbike or when entering or exiting the Common Property;
 - iv. must not cause any excessive noise when using their motorbike on the Common Property;
 - v. must ensure that the transportation, parking or storage of its bicycles or motorbikes does not interfere with or damage the Common Property or the person or property of any other person and if this occurs the Occupier must rectify that interference or damage within a reasonable period of time, at their own cost;
 - vi. remains liable for any damage to a Lot or Common Property arising out of the transportation or storage of its bicycle or motorbike; and
 - vii. indemnifies and will keep indemnified the Owners Corporation against all claims against the Owners Corporation or costs or losses suffered by the Owners Corporation or any person arising out of:
 - A. any incident or damage referred to in this By-law 3.1; or
 - B. arising out of the non-compliance by an Occupier with this By-law 3;
- e. An Occupier of a Bicycle Storage Space must, in so far as capable of being applied, comply with the By-laws applicable to an Owner's Car Space.

3.2 Shared Cage Bicycle Storage Space

If a Lot includes or has the benefit of a Shared Cage Bicycle Storage Space, then the Occupier of that Shared Cage Bicycle Storage Space is entitled to access the adjoining Shared Cage Bicycle Storage Space for the purposes of securing and unsecuring their bicycle to the hoop and accessing their bicycle and the Occupier of the adjoining Shared Cage Bicycle Storage Space will allow and not impede such access.

By-Law 4

Changes to common property

4.1 Works permitted without Owners Corporation approval

- a. An Owner or person authorised by an Owner may, without the consent of the Owners Corporation, in respect of Common Property with a physical connection to that Owner's Lot:
 - viii. undertake Cosmetic Work;
 - ix. install any reasonable item or device to prevent harm to children.
- b. No locking or safety device or lockable screen or other item relative to access to or egress from the Lot must be installed without the approval of the Strata Committee having regard to the fire rating or fire requirements of or in respect of the Building.
- c. Any locking or safety device, screen, other materials, device or item must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- d. By-law 4.1 does not allow:
 - i. the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property;
 - ii. interference with, alteration of, damage to or impedance of the operation of any utility, service or service infrastructure to any Lot or Common Property;
 - iii. anything which may constitute a breach or non-compliance with any Law;
 - iv. anything which may require the prior consent or Approval of any Authority or Owners Corporation unless that consent or Approval has been obtained;
 - v. the enclosure or partial enclosure of any car space area associated with a Lot which is not already enclosed;
 - vi. any works which would otherwise cause or result in a breach of these By-laws;
 - vii. interference with or obstruction of the lawful use and enjoyment of the Common Property or a Lot; or
 - viii. the installation of anything or the carrying out of any work which may create a hazard to any person or property or affect the fire rating or fire requirements of or in respect of the Building.

4.2 Obligation on Owners to maintain and repair

Despite section 106 of the Act, the Owner of a Lot must, at its cost:

- a. maintain and keep in a state of good and serviceable repair any installation or item referred to in By-law 4.1 that forms part of the Common Property and that services the Lot; and
- b. repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or item referred to in By-law 4.1 that forms part of the Common Property and that services the Lot.

4.3 Owners Corporation Written Approval

- a. All other proposed works on or to the Common Property which are not specified in By-law 4.1 must not be carried out by any person except with the written approval of the Owners Corporation.
- b. Paragraph (a) is subject to and does not prevent the operation of section 110 of the Act.
- c. To the extent under these By-laws the consent of the Owners Corporation is required for any matter and that function is capable of being delegated under the Act to the Strata Committee, for example under s110(6)(b) of the Act, then notwithstanding any By-law, that function is delegated to the Strata Committee.

By-Law 5

Common property landscaping

5.1 Damage to lawns and plants on Common Property

An Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

- a. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- b. use for his or her own purposes as a garden any portion of the Common Property.

By-Law 6

Obstruction of common property or any lot

An Occupier of a Lot must not obstruct or impede the lawful use of Common Property or any other Lot by any person.

By-Law 7

Keeping of animals

7.1 Restrictions on animals

- a. An Occupier of a Lot may keep up to, but no more than, 2 Domestic Animals on the Lot, provided that the Occupier complies with all By-laws Rules and other reasonable directions of the Owners Corporation relative to keeping of animals on the Lot.
- b. Nothing in these By-laws is to operate to prevent the keeping by or use by an Occupier of an Assistance Animal for the proper purpose. The Owners Corporation is entitled to require an Occupier with an animal claimed to be an Assistance Animal to provide evidence that the animal is an Assistance Animal.
- c. An Occupier of a Lot must not keep an animal that is not a Domestic Animal unless it obtains the prior written consent of the Owners Corporation, which may be given or withheld in its absolute discretion.

7.2 Obligations in relation to an Occupier's Domestic Animal

- a. If an Occupier of a Lot keeps a Domestic Animal on the Lot, the Occupier must:
 - i. keep the Domestic Animal within the Lot;
 - ii. supervise the Domestic Animal when it is on the Common Property;
 - iii. take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the Domestic Animal;
 - iv. not allow the Domestic Animal to create an unreasonable disturbance to, or be a nuisance to, other Occupiers or occupiers of neighbouring properties;
 - v. ensure the Domestic Animal does no harm to, and does not act menacingly towards, any person; and
 - vi. ensure that the Domestic Animal is vaccinated and micro-chipped. The registration number of the micro-chip must be given to the Owners Corporation within 60 days after the Domestic Animal commences to be kept on the Lot.
- b. If an Occupier of a Lot keeps an animal on the Lot, the Occupier must comply with all Laws including the *Companion Animals Act 1998* and other legislation or requirements of any Authority in respect of the Domestic Animal.

7.3 Removal of Domestic Animal

The Owners Corporation may request an Occupier to remove any animal including Domestic Animal by 14 days written notice if the Occupier fails to comply with the By-laws, Rules or other reasonable directions of the Owners Corporation in relation to the keeping of animals on the Lot.

By-Law 8

Noise

An Occupier of a Lot or any Visitor must not create or allow to be created any noise within the Lot or on the Common Property likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using Common Property or any neighbouring property.

By-Law 9

Behaviour of owners, occupiers and their visitors

9.1 Behaviour on Common Property

An Occupier of a Lot, or any Visitor, when on Common Property must:

- a. be adequately clothed;
- b. not use language or behave in a manner likely to cause offence or embarrassment to, or act menacingly towards, the Occupier of another Lot or to any person lawfully using Common Property;
- c. not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another Lot or any person lawfully using Common Property; or
- d. not do anything in breach of any Law or any By-law or the Rules.

9.2 Occupier to ensure its Visitors comply

An Occupier of a Lot must take reasonable steps to ensure that its Visitors comply with By-law 9.1.

By-Law 10

Children playing on common property

- a. Any child for whom an Occupier of a Lot is responsible or has control may play on any area of the Common Property that is designated by the Owners Corporation for that purpose but may only use an area designated for swimming while under the supervision of a responsible adult who can swim.
- b. An Occupier of a Lot is at all times responsible (to the exclusion of the Owners Corporation) for the conduct, safety, behaviour and compliance with these By-laws and the Rules of any child within the care of the Occupier or for whom the Occupier has responsibility and any such child must be accompanied by an adult exercising effective control within areas of the Common Property that may be a safety risk.
- c. An Occupier of a Lot must not permit any child for whom the Occupier is responsible to play in or otherwise obstruct the use of lifts or other facilities in the Common Property.

By-Law 11

Smoke penetration

- a. Occupiers and their Visitors, must not smoke tobacco or any other substance on the Common Property or use any e-cigarette or other electronic or other device which causes or creates smoke including vaping.
- b. An Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance or use any e-cigarette or other electronic or other device which causes or creates smoke including vaping by the Occupier, or any Visitor of the Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

By-Law 12

Preservation of fire safety

The Occupier of a Lot must not do anything or permit any Visitors of the Occupier to do anything that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in or the fire rating of the Lots, Building or Common Property.

By-Law 13

Storage of inflammable liquids and other substances and materials

- a. An Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot, Owner's Car Space, Storage Area or on the Common Property any inflammable, toxic or hazardous chemical, liquid or gas or other inflammable, toxic or hazardous material.
- b. This By-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a Vehicle or motorbike.

By-Law 14

Appearance of lot and building

- a. An Occupier of a Lot must not hang or install curtains, blinds or louvres visible from the outside of the Building unless those curtains, blinds or louvres have a backing which has external colour of white or another colour approved in writing by the Owners Corporation.
- b. An Occupier must not change or treat windows and glass with any treatment (other than treatments which from outside the Lot are reasonably consistent with the visual conformity of other Lots within the Building and compliant with paragraph (a)).
- c. The Occupier of a Lot must not, without the prior written consent of the Owners Corporation, install, erect or display within the Lot anything visible from outside the Lot that, which when viewed from outside the Lot, is not in keeping with the rest of the Building. This includes, without limitation:
 - i. posters, pictures, stickers or other items on or from windows;
 - ii. "for sale" or "for lease" signs, or any form of notice or advertising; and
 - iii. satellite dishes or antennas.

By-Law 15

Cleaning windows and doors

15.1 Occupier to clean windows and doors

Except in the circumstances referred to in By-law 15.2, an Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, provided that those windows and doors are easily and safely accessible by the Occupier.

15.2 Owners Corporation to clean windows and doors

- a. The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Occupier of the Lot safely or at all.
- b. If the Owners Corporation resolves to clean glass in a Lot, the Occupier of that Lot is excused from any obligation to do so under By-law 15.1 for the period the Owners Corporation resolves to clean the glass.

By-Law 16

Hanging out of washing

16.1 Hanging washing in the Lot and Common Property

- a. An Occupier of a Lot may hang any washing on any lines provided by the Owners Corporation on the Common Property for that purpose, if any. The washing may only be hung for a reasonable period.
- b. An Occupier of a Lot will not hang washing on or within any part of the Lot visible from outside the Lot including on or over the Balcony.
- c. An Occupier will not conduct washing activities on a Lot as part of any commercial business operation.

By-Law 17

Disposal of waste - general

17.1 No waste on street

No waste is to be placed on the street or any public way (such as footpaths, roadways, plazas and reserves) at any time, other than as permitted by Council.

By-Law 18

Disposal of waste - shared facilities

18.1 Application

- a. This By-law 18 applies if shared facilities apply for the disposal of waste in the Strata Scheme.

18.2 Obligations on Occupiers in relation to waste disposal

- a. An Occupier of a Lot:
 - i. is responsible for transporting waste from their Lot to the shared facilities;
 - ii. must ensure that waste is not placed in the shared facilities so as to cause any damage or mess or be a hazard, danger or obstruction to any person; and
 - iii. must ensure that waste is drained (if there is any liquid) and securely wrapped before being placed in the shared facilities.
- b. An Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- c. Each Lot other than the Terrace Lots has the benefit of a garbage disposal chute located on the same level as and proximate to their Lot for the disposal of Waste and in the context of this By-law 18 those chutes are within the description of 'shared facilities'. Occupiers will use those chutes in the manner directed by the Owners Corporation for the disposal of garbage. Occupiers will use only the chute designated for their use proximate to their Lot.
- d. Owners of the Terrace Lots may be required to organise the collection of their waste bins from their balconies or terrace areas direct with relevant Authorities.

18.3 Owners Corporation may issue directions relating to waste disposal

- a. The Owners Corporation may give directions for the purposes of this By-law by:
 - i. posting signs on the Common Property with instructions on the handling of waste that are consistent with the Council's requirements; or
 - ii. giving notices in writing to Owners or Occupiers of Lots.
- b. An Occupier of a Lot:
 - i. must comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common

- Property;
- ii. must comply with the Council's guidelines for the storage, handling, collection and disposal of waste; and
- iii. must not obstruct Council, the Owners Corporation's licenced contractor, or an Occupier of another Lot's access to the Garbage Room.
- c. The Owners Corporation shall ensure that the Garbage Rooms are accessible by Council's waste collection service and shall not erect any doors, grilles, gates or other devices in any location which would prevent Council's waste collection service from accessing the Garbage Rooms.
- d. Where a gate or door or the like is to be erected, unimpeded access to the Garbage Room is to be provided to Council's waste collection service by other means to be agreed in writing with Council's waste collection service.

18.4 Waste collection

- a. If the Owners Corporation is responsible for the collection and removal of waste from the Common Property then the Owners Corporation must ensure that the collection of waste from the Building occurs between the hours of 7am and 8pm on weekdays and 9am and 5pm on weekends and public holidays so as to avoid noise disruption to the surrounding area.
- b. If the Owners Corporation is responsible for the collection and removal of waste from the Common Property then the Owners Corporation must ensure that a licensed contractor is engaged at all time for the removal of waste.

18.5 Definitions

In this By-law 18:

- a. "waste" includes garbage and recyclable material.

By-Law 19 Misuse of plumbing

19.1 Occupiers not to misuse plumbing

An Occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, without limitation, a disposable nappy or any cloth or solid item).

By-Law 20

Change in use or occupation of Lot

- a. An Occupier will not unlawfully change the use or purpose of a Lot or carry out any activity on a Lot which is unlawful.
- b. An Occupier of a Lot must notify the Owners Corporation if the Occupier proposes to change the use of the Lot.
- c. Without limiting By-laws (a), 20(e), 30.1 or any other By-law the following proposed changes of use must be notified:
 - i. a proposed change 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 would result in the Lot being used for commercial or industrial purposes rather than residential purposes); and
 - ii. a proposed change to the use of a Lot which is prohibited including under By-law 30.1.

This requirement for notification does not imply acceptance by the Owners Corporation or Strata Committee and the rights of the Owners Corporation in respect of any proposed or actual change of use are not limited or waived and are reserved in full.

- d. The notice must be given in writing at least 21 days before the proposed change occurs or a lease or sublease commences.
- e. An Occupier of a Lot must ensure that the Lot is not used for a purpose that is prohibited by Law or these By-laws.

By-Law 21

Moving furniture and other objects on or through common property

An Occupier of a Lot must:

- a. give at least reasonable notice in the case of deliveries of major items of furniture or fittings and 2 business days in the case of moving from or into a Lot, prior notice in writing to the Strata Committee of the details of any arrangements made to move furniture or other large objects through the Common Property;
- b. only use the lift nominated by the Strata Committee, and fitted with protective covering, to transport its furniture or other large objects;
- c. comply with the reasonable requirements of the Strata Committee in moving its furniture or other large objects including any requirements as to the time, period or date for the move;
- d. if required by the Strata Committee, carry out the moving of its furniture or other large objects under the supervision of a representative of the Strata Committee
- e. repair any damage caused to the lift or other areas in the Common Property; and
- f. clean any items, and spillage of waste or liquids in the lift or other parts of the Common Property which are caused during the move.

By-Law 22

Floor coverings

22.1 Owners to ensure that floor space does not transmit unreasonable noise

An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent reasonably sufficient to prevent the transmission from the floor space of noise to an extent likely to unreasonably disturb the peaceful enjoyment of the Occupier of another Lot.

22.2 Owners not obliged to undertake work to original floors

Owners are not obliged to undertake any work or to do anything to a floor space to comply with By law 22.1 to the extent that the floors, floor covering or treatment is as existing as at the creation of the Strata Scheme.

22.3 Change to floor coverings

- a. Owners must before changing the flooring, floor covering or treatment of floor space from carpet to timber, tiles or other hard flooring or to replace existing hard flooring (other than in bathrooms), seek the prior written consent of the Owners Corporation, whose consent may be given or withheld acting reasonably.
- b. In circumstances where paragraph (a) applies the Owner must satisfy the Owners Corporation that the new flooring, floor covering or treatment will not cause the transmission of sound or noise at a level which will disturb or interfere with the peaceful enjoyment of the Occupier of another Lot in excess of that existing as at the date of creation of the Strata Scheme and complies with the acoustic requirements of the Building as approved by the Owners Corporation.
- c. To the extent that the Owners Corporation incurs any costs or expenses in dealing with any matter the subject of this By-law 22, the responsible Owner will recompense the Owners Corporation for such costs and expenses.

By-Law 23

Rights to enter the Lot

23.1 Circumstances in which the Owners Corporation may enter a Lot

- a. The Owners Corporation may, by its agents, employees or contractors, enter any Lot for the purpose of carrying out the following:
 - i. work required or authorised to be carried out by the Owners Corporation in accordance with the Act;
 - ii. work required to be carried out by the Owners Corporation by a notice given to it by an Authority;
 - iii. work required or authorised to be carried out by the Owners Corporation by an order under the Act;
 - iv. work required or authorised to be carried out by the Owners Corporation in accordance with any code of practice, standards or circulars specified in any Approval;
 - v. work required to be carried out to maintain, repair or replace the connection to the Common Property utilities systems and any other Embedded Network Services which are located in the Common Property;
 - vi. to inspect or read any meter that is located within a Lot;
 - vii. to inspect, use or recertification of roof anchors;
 - viii. to maintain, repair or replace any Common Property which can only be accessed from a Lot; and
 - ix. for any other reasonable purpose in the proper interests of the Owners Corporation.
- b. The Owners Corporation may, by its agents, employees or contractors, enter any Lot for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act, on reasonable notice to the Occupier.
- c. In an emergency, the Owners Corporation may enter any Lot for the above-mentioned purposes at any time and without notice.
- d. In a case that is not an emergency, the Owners Corporation may enter any Lot for the above-mentioned purposes on giving reasonable notice to and in reasonable cooperation with the Occupier of that Lot.

23.2 Occupiers must provide reasonable access to the Owners Corporation

An Occupier of a Lot must provide reasonable access to their Lot to enable any person authorised to carry out an inspection of, works or repairs or defect rectification to the Building:

- a. under any Law for purposes relating to fire safety; or
- b. under or for the purposes of any Law or the requirement of any Authority; or
- c. for the purposes of this By-law 23.

By-Law 24

Carrying out building works

24.1 Consent to carry out Building Works

The Owner of a Lot must have consent from the Owners Corporation prior to carrying out Building Work.

24.2 Procedures before carrying out Building Works

Before carrying out Building Works, the Owner of a Lot must:

- a. if the Building Work constitutes a Minor Renovation, obtain the approval of the Strata Committee under delegated authority for the Owners Corporation pursuant to s110(6)(b) of the Act, and the approval from any relevant Authority and otherwise comply with section 110 of the Act;

- b. to the extent the Building Work does not constitute a Minor Renovation, obtain the approval of the Owners Corporation, given by special resolution, and Approval from any relevant Authority and otherwise comply with section 108 of the Act; and
- c. arrange with the Owners Corporation a suitable time and means by which the Owner's contractors may access the Building for purposes associated with those Building Works.

24.3 Procedures when you carry out Building Works

If the Owner of a Lot carries out Building Works, the Owner must:

- a. use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- b. ensure that the contractors carry out the Building Works in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation;
- c. ensure that the Building Works are carried out in compliance with current Australian Standard and the Building Code of Australia;
- d. comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner's contractors of a Lot must access the Building; and
- e. ensure that the contractors carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the time and means by which they must access the Building;
- f. use reasonable endeavours to cause as little disruption as possible to other Occupiers;
- g. ensure that the Building Works are completed within a reasonable period or the period specified by the Owners Corporation, acting reasonably;
- h. provide the Owners Corporation's nominated representative(s) access to inspect the Lot and/or Building Works within 24 hours of the request from the Owners Corporation;
- i. repair any damage the Owner of the Lot (or persons carrying out the Building Works on their behalf) causes to Common Property or any other Lot or the property of another Occupier.

24.4 Procedures after Building Works have been carried out

After the Building Works have been completed the Owner must promptly:

- a. notify the Owners Corporation that the Building Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to any Lot or any part of the Common Property caused by the Building Works and not permitted by this By-law 24 have been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Building Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer(s), approved by the Owners Corporation, that the Building Works or works required to rectify any damage to any Lot or Common Property have been completed in accordance with the terms of this By-law 24 and the requirements of any Authority;
- e. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any requests from the Owners Corporation to check compliance with this By-law 24 or any consents provided under this By-law 24, provided that the Owners Corporation's right to access the Lot arising under this By-law 24 expires once it is reasonably satisfied that paragraph (a) to (d) immediately above have been complied with;
- f. provide the Owners Corporation with any other certificate under section 6.4 of the *Environmental Planning and Assessment Act 1979 (NSW)* as may be relevant; and
- g. pay the Owners Corporation's reasonable costs of implementing this By-law.

24.5 Combustible Materials

- a. Combustible materials are not to be located or stored, temporarily or permanently, anywhere within the residential public corridors, or the entry lobbies, or lobby 3 or exit discharge areas and covered areas on the ground floor. Those areas are to be kept clear of combustibles including display boards, decorations and furniture.
- b. Signage is to be located within these areas stating:

"FURNITURE AND STORAGE NOT PERMITTED IN THIS AREA"

Signage is also to be located within the residential lobbies (Lobby 1, 2, and 3) stating:

"FURNITURE AND STORAGE NOT PERMITTED IN THIS LOBBY"

The signs are to be permanently and securely mounted. Laminated signs are not acceptable. The lettering is to be in capitals, no less than 30 mm in height and in a colour contrasting with the background. The location of signage is to be as shown in Figure 9-3 and Figure 9-4 of the Fire Engineering Report.

- c. To help limit the storage of combustible items and risk of a fire in the Common Areas, signage is to be located within the residential common corridors, approximately opposite the lift, stating:

"FURNITURE AND STORAGE NOT PERMITTED IN THIS CORRIDOR"

The signs are to be permanently and securely mounted. Laminated signs are not acceptable. The lettering is to be in capitals, no less than 30 mm in height and in a colour contrasting with the background.

By-Law 25

Common property facilities

25.1 Easements

Where some items of Common Property or a Lot are burdened by easements, the Occupier of a Lot and the Owners Corporation:

- a. must comply with their obligations under those easements; and
- b. must not do anything to prevent or impede the benefited parties under those easements from exercising rights under those easements.

25.2 Music Room, Rooftop Area and other amenities

- a. The Strata Committee will from time to time designate the appropriate area as a Music Room.
- b. The Strata Committee will from time to time make and publish rules regarding the use of the Music Room and the Rooftop Area.

25.3 What are your obligations

Subject to the By-laws, the Occupier of a Lot must:

- a. use Common Property equipment only for its intended purpose;
- b. (b) immediately notify the Owners Corporation if the Occupier of a Lot knows about damage or a defect in Common Property; and
- c. compensate the Owners Corporation for any damage to Common Property caused by an Occupier, their Visitors or persons doing work or carrying out Building Works or Cosmetic Work on the Common Property on their behalf.

25.4 When will you need consent from the Owners Corporation

Subject to the By-laws the Occupier of a Lot must have consent from the Owners Corporation to:

- a. interfere with or do anything which might cause damage to Common Property;
- b. remove anything from Common Property that belongs to the Owners Corporation;
- c. interfere with or affect the operation of Common Property equipment, utilities or services including services infrastructure; or
- d. erect or maintain any facilities or signs including 'for sale' and 'for lease' signs on the Common Property.

25.5 Control on hours of operation and use

The Strata Committee may make any of the following determinations if it is in the Strata Committee's reasonable opinion that it is appropriate for the control, management, administration, use or enjoyment of the Lots and Common Property:

- a. that Common Property facilities may be used during designated times and/or on specified conditions only;
- b. that deliveries to or from a Lot are to be transported through or on the Common Property during designated times and/or on specified conditions only;
- c. and any other matter which the Strata Committee believes is for the benefit of the Strata Scheme.

By-Law 26

Building security

26.1 Installation of Security Equipment

The Owners Corporation has the power to install and operate in the Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building and Common Property.

26.2 Restricting access to Common Property

The Owners Corporation has the power to:

- a. issue Swipe Cards and Remote Controls;
- b. close off for any purpose access to parts of the Common Property that do not give access to a Lot;
- c. restrict by Swipe Cards and Remote Controls access to any part of the Building;
- d. charge a fee or bond to an Occupier of a Lot for additional or replacement Swipe Cards and Remote Controls;
- e. allow security employed or contracted by the Owners Corporation to use part of the Common Property to operate or monitor security of the Building and Common Property; and
- f. restrict the number of Swipe Cards and Remote Controls held by the Owners and Occupiers of each Lot to avoid overcrowding of the Lot and with a view to preserving the security of the Strata Scheme.

26.3 Providing Occupiers with Swipe Cards and Remote Controls

If the Owners Corporation exercises its right under By-law 26.2, it will provide the Occupier of a Lot with a Swipe Cards and/or a Remote Control to enable the Occupier to access:

- a. any part of the Common Property giving access to the Lot; or
- b. such other parts of the Common Property not otherwise closed off or restricted to use by other Occupiers.

26.4 Managing the Swipe Cards and Remote Controls

The Owners Corporation has the power to:

- a. re-code Swipe Cards and Remote Controls it issues; and
- b. require an Occupier to promptly return to the Owners Corporation, Swipe Cards and Remote Controls for any purpose.

26.5 What are your obligations?

In regard to Swipe Cards and Remote Controls issued by the Owners Corporation according to this By-law 26.2, the Occupier of a Lot must:

- a. comply with the reasonable instructions of the Owners Corporation about Swipe Cards and Remote Controls and, in particular, instructions about re-coding and returning Security Keys;
- b. take all reasonable steps not to lose or damage Swipe Cards and Remote Controls and compensate the Owners Corporation for lost Swipe Cards and Remote Controls;
- c. immediately notify the Owners Corporation if a Swipe Card or Remote Control is lost or damaged; and
- d. return Swipe Cards and Remote Controls to the Owners Corporation if the Occupier of a Lot does not need them or ceases to be the Occupier of a Lot.

26.6 Closing Doors

The Occupier of a Lot must take reasonable care to make sure that fire and security doors in the Building are locked or closed when they are not being used.

26.7 Procedures if you lease or licence your Lot

If an Owner of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the Occupier immediately returns Swipe Cards and Remote Controls issued by the Owners Corporation to the Owner or the Owners Corporation when they cease to be an Occupier of that Lot.

26.8 Some prohibitions

An Occupier of a Lot must not:

- a. copy a Swipe Card or Remote Control or give a Swipe Card or Remote Control to someone who is not an Occupier;
- b. interfere with security cameras or surveillance equipment installed in the Common Property; or
- c. do anything that might prejudice or compromise the security or safety of the Strata Scheme, its Occupiers and the property of Occupiers and the Owners Corporation.

26.9 Ownership

The Owners Corporation is the owner of each Swipe Card and Remote Control.

By-Law 27 Rules

27.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

27.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time and in any particular circumstance suspend or waive a Rule.

27.3 What are your obligations?

All Occupiers of a Lot must comply with the Rules and ensure compliance by their Visitors.

27.4 What if a rule is inconsistent with the By-laws?

If a Rule is inconsistent with the By-laws or the requirements of an Authority or any Law (which cannot be excluded or modified), the By-laws or requirements of the Authority or the Law prevail to the extent of the inconsistency.

By-Law 28

Failure to comply with by-laws

28.1 What can the Owners Corporation do?

The Owners Corporation may do anything on a Lot which the Occupier should have done under the Act or the By-laws or the requirements of any Authority but which the Occupier of the Lot has not done or, in the opinion of the Owners Corporation, has not done properly and may recover the cost of doing so from the Occupier or the Owner as a liquidated debt due and payable.

28.2 Procedures

The Owners Corporation must give an Occupier of a Lot written notice specifying when it will enter the Lot to do the work. The Occupier of the Lot must:

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

28.3 Recovering money

The Owners Corporation may recover any money an Occupier or Owner of a Lot owes to it under the By-laws or under any Law as a liquidated debt due and payable.

28.4 Additional Rights

The rights of the Owners Corporation under this By-law 28 are in addition to any other right it has under the Law.

By-Law 29

Fire rating and doors

29.1 Self-closing and seals

- a. The residential Lot doors on levels 1-7 are required to be self-closing - /60/30 fire-rated doorsets by the BCA Deemed-to-Satisfy Provisions and be fitted with ambient, medium and hot (intumescent) smoke seals to all four sides of the door leaf. Hot smoke seals are not required to be provided to the door sills. The Occupier will not do anything to interfere with the operation of the doors or their fire retardant effectiveness.
- b. The residential Lot doors on each level are required to be fitted with acoustic seals to all four sides of the door leaf and an Occupier will not do anything to interfere with the operation of the acoustic seals and their effectiveness.

29.2 Screen Doors Prohibited

- a. Screen doors are not to be installed to any entrance doorway to a Lot.
- b. The Owners Corporation must not permit or provide consent to any person to install or erect a screen door to any entrance doorway to a Lot.

By-Law 30

Occupation of residential lots

30.1 Residential Lots must be used for permanent residential accommodation

Except to the extent of any inconsistency with, or prohibited by, section 139(2) of the Act or any Law, an Occupier must:

- a. only use a residential Lot as a permanent residential accommodation;
- b. not advertise or organise the use of a residential Lot for commercial accommodation, short term accommodation or share accommodation; or
- c. not enter into a residential tenancy agreement or arrangement with any person for a term of less than 6 months.

By-Law 31

Equipment noise

31.1 Noise Control

- a. Equipment installed or used for operation of any part of the building must be either located or soundproofed (or both) so the Equipment is not audible within a habitable room in any residential Lot or neighbouring property within the Restricted Hours.
- b. Noise generated during operation of the Equipment outside the Restricted Hours must not be greater than 5dbA above the background when measured at the nearest property boundary of the Land.

By-Law 32

Air conditioning

32.1 No Air Conditioning on balconies or the Building facade

An Occupier of a Lot must not install any Air Conditioning on the balcony of a Lot or the Building facade.

32.2 Installation of Air Conditioning after Strata Plan was registered

- a. An Owner must not install or maintain any Air Conditioning in its Lot or any part of the Common Property to service its Lot (AC Unit) other than a type and style approved by the Owners Corporation and with a noise rating and in a location directed by the Strata Committee, which approval may, if given, be on conditions with which the Owner must comply.
- b. If an Owner is given permission to install an AC Unit, then the Owner must maintain and repair the AC Unit in a state of good and serviceable repair and appearance at its own cost. In the event that the AC Unit requires replacement or renewal, the Owner must provide at least 30 days' written notice to the Owners Corporation of its intention to do so.
- c. The Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the AC Unit had not been installed.
- d. If at any time the AC Unit becomes a disturbance to the peaceful enjoyment of an Occupier of any other Lot or becomes a hazard then the Owners Corporation may require the removal of the AC Unit.

32.3 Installation of Air Conditioning before Strata Plan was registered

If an AC Unit was installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner is liable for all related maintenance, operation, repair and replacement costs (but not the condenser units on the roof of the Building which remain the responsibility of the Owners Corporation). In the event that the AC Unit requires replacement or renewal, the Occupier must provide at least 7 days' written notice to the Owners Corporation of its intention to do so.

By-Law 33

Outdoor lighting

33.1 Outdoor Lighting

All outdoor lighting installed by an Occupier of a Lot must not detrimentally impact upon the amenity of other premises and adjacent dwellings and shall comply with relevant Authority requirements or standards.

By-Law 34

Storage areas

34.1 Cleaning and maintenance

- a. An Occupier must ensure that the Storage Area is kept free of rubbish and vermin.
- b. An Owner must, at its cost, keep its Storage Area cage/fence in good repair and condition. If the cage/fence on any side of a Storage Area cage/fence is shared by another Storage Area, the Lot Owner and the Owner of the lot that includes that Storage Area cage/fence have the exclusive use of that fence and are jointly responsible for the cost of the repair, maintenance and replacement of that fence.
- c. No item may be placed on the roof or ceiling of any Storage Area cage.
- d. Each Occupier is solely responsible for any goods stored in a Storage Area allocated to their respective Lot.
- e. An Occupier is solely responsible for securing their allocated Storage Area cage.
- f. Each Occupier must ensure that goods stored in their allocated Storage Area are stored on a platform avoiding direct contact with the slab.
- g. An Occupier must not store any items in the Storage Area in a manner that would conflict with the fire safety requirements set by any Authority having jurisdiction over the Strata Scheme from time to time.

34.2 Security and Locks

An Occupier must ensure that the Storage Area is securely locked at all times, and that any item stored is sufficiently covered or protected to prevent damage.

By-Law 35

Use and maintenance of lots

35.1 Cleaning

An Occupier must maintain the Lot in a clean and tidy condition free of vermin.

35.2 Range-hood

The filter of range-hood installed in the Lot must be replaced on a regular basis.

35.3 Balcony

- a. An Occupier must not store any furniture, goods or any other items on the Balcony other than:
 - i. outdoor furniture items; and
 - ii. outdoor cooking equipment which is of a type and design that will not cause excessive or potentially hazardous smoke and flame on the Balcony.
- b. The Occupier must ensure that the drainage in the Balcony is not blocked and is maintained and is in good working order.
- c. If a Lot has the benefit of a planter box or similar on their Balcony then the care and maintenance of that planter box is the responsibility (financial and otherwise) of the Occupier of that Lot.

By-Law 36

Security cameras

36.1 The Security Camera Data

- a. The Security Cameras will record data 24 hours a day, seven days a week.
- b. The data from the Security Cameras will be stored on a hard drive that is located on the Common Property with access to this area restricted to the Strata Committee.
- c. The data will be stored on the hard drive until the hard drive is full after which point it is automatically deleted to make space for new data.
- d. Unless otherwise agreed by the Owners Corporation or the Strata Committee, only the Strata Committee or building managers will have access to the location where the hard drive is stored and to the data on the hard drives.
- e. The data remains the property of the Owners Corporation.

36.2 Conditions For Owners To Access The Security Camera Data

- a. If an Occupier wishes to obtain access to view the Security Camera data, they must:
 - i. make a written request to the Strata Committee to view and/or download the Security Camera data specifying the date and approximate time window that they are seeking access to;
 - ii. a nominated Strata Committee representative or company engaged by the Owners Corporation will make available the relevant data and provide a copy to the Occupier at the Occupier's cost.
- b. The Strata Committee's consent for Occupiers to view and/or download the data will not be unreasonably withheld.
- c. Any requests by an Occupier to view the Security Camera data must be made at least 2 business days prior to the date the data it is automatically deleted.
- d. Not any of the Owners Corporation, the Strata Committee or the building manager will be liable to any person for any failure of the Security Cameras or any failure to record data or the deletion of data, whether or not a request has been made by a person to view or download data.

By-Law 37

Intercom Systems

37.1 Each Occupier is responsible for paying the Intercom Repair Costs for the Intercom Unit servicing their Lot.

37.2 The Owners Corporation is entitled to recover from an Occupier the Intercom Repair Costs paid by the Owners Corporation if the Occupier fails to pay under clause 37.1 or if the Owners Corporation has elected to pay the Intercom Repair Costs.

37.3 The Owners Corporation may:

- a. demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- b. include reference to the debt on notices under section 109 of the Act.

By-Law 38

Secured lot keys and devices

38.1 Rights

- a. An Occupier must not remove or replace the Barrel.
- b. An Occupier must not install any lock or locking security system to the Common Property door to a Lot.
- c. The Owners Corporation will issue Secured Lot Keys, Swipe Cards and Remote Controls to either the Owner or Occupier of a Lot pursuant to paragraphs (d) and (e).
- d. A maximum of 2 Secured Lot Keys and 2 Swipe Cards will be issued for each Lot on creation of the Strata Scheme.
- e. A maximum of only one Remote Control will be issued for each Owner's Car Space on creation of the Strata Scheme.
- f. Should the maximum number of Secured Lot Keys, Swipe Cards and/or Remote Controls be reached, then:
 - i. each additional Secured Lot Key must be purchased from the Approved Contractor; and
 - ii. each additional Swipe Card and/or Remote Control must be purchased from the Managing Agent.
- g. Owners, Occupiers and authorised persons to whom a Secured Lot Key, Remote Control and Swipe Card has been made available must:
 - i. take all reasonable measures to safeguard the Secured Lot Key, Remote Control and Swipe Card against loss, theft, cloning or damage;
 - ii. immediately notify the Building Manager if the Secured Lot Key, Remote Control or Swipe Card is lost, stolen, cloned or damaged; and
 - iii. immediately return the Secured Lot Key, Remote Control or Swipe Card to the Owners Corporation when requested by the Owners Corporation.
- h. Owners, Occupiers and authorised persons to whom a Secured Lot Key, Remote Control and Swipe Card has been made available must not:
 - i. duplicate, clone or copy the Secured Lot Key, Remote Control or Swipe Card; and
 - ii. give a Secured Lot Key, Remote Control or Swipe Card to someone who is not an Owner or an Occupier of the relevant Lot.
- i. Swipe Cards are not permitted to be programmed to enter or exit the car park.

38.2 Breach of By-Law

- a. The Owners Corporation may cancel the access functionality of a Remote Control or Swipe Card if it comes to the attention of the Building Manager or Owners Corporation that a Remote Control or Swipe Card is being used by an Unauthorised Person or otherwise not as allowed under these By-laws or in a way which threatens the security of the Strata Scheme.
- b. Any cancellation of access functionality will result in the Lot Owner being liable to purchase replacement Secured Lot Keys or Swipe Cards if the replacement exceeds the maximum available for that Lot.
- c. The Owners Corporation may install a new Barrel if it comes to the attention of the Building Manager or Owners Corporation that a Secured Lot Key is being used by an Unauthorised Person.
- d. An Owner or Occupier must indemnify the Owners Corporation for any costs it incurs as a result of the Owner or Occupier's breach of the terms of this by-law, including but not limited to replacement of the following:
 1. Barrel;
 2. Secured Lot Key;
 3. Remote Control;
 4. Swipe Card; and
 5. doors damaged by the installation of a lock, peep hole or locking system other than the original Barrel approved by the Owners Corporation.

By-Law 39

Hazards

39.1 Prevention of Hazards

An Occupier of a Lot must not do anything and ensure that its visitors will not do anything in the Lot, Common Property or any part of the Strata Scheme to create a hazard or danger to an Occupier of another Lot or any other person lawfully entering into the Building or using the Common Property.

By-Law 40

Liability of owners for all occupiers

- a. An Owner of a Lot is responsible for any breach of these By-laws by an Occupier of that Lot.
- b. Paragraph (a) in this By-law does not diminish or waive the liability of an Occupier for a breach of these By-laws.

By-Law 41

Third parties

41.1 Agreements with Third Parties

The Owners Corporation may by special resolution enter into agreements or deeds with any third party without seeking the prior consent of any Occupier for the following purposes:

- a. operation, maintenance, repair and replacement of any part of the Strata Scheme; or
- b. provision of amenities or services to one or more Lots, including but not limited to:
 - i. exterior surfaces window cleaning;
 - ii. waste removal; and
 - iii. supply of electricity, gas, telecommunication or other infrastructure services,

so long as it is in the Owners Corporation's reasonable opinion that the third party is a competent and skilled person for that work and such work or services are for the benefit of the Strata Scheme.

By-Law 42

Fire alarm call outs

- a. An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.
- b. The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of paragraph (a) of this by-law by an Owner or Occupier.
- c. The Owners Corporation may:
 - i. demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
 - ii. include reference to the debt on notices under section 109 of the Act.

By-Law 43

Compliance with approval conditions and environmental planning instruments

An Owner or Occupier shall not at any time breach or cause the Owners Corporation to be in breach of:

- a. any Approval condition including any condition in the Development Approval;
- b. any Environmental Planning Instrument; or
- c. any Law.

By-Law 44

Embedded networks by-law

44.1 Agreement for supply of Embedded Network Services

a. Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation of Embedded Networks in the Building for the supply of Embedded Network Services to Lots and Common Property and for the Strata Scheme generally.

b. Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

c. Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

d. Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period:

- i. if the agreement appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions, the agreement must be the subject of a motion for ratification by the Owners Corporation at the first annual general meeting; and
- ii. the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- iii. the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots (subject to any Law to the contrary);
- iv. the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if, when applicable, the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting; and
- v. the Owners Corporation may agree that if the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

e. Agreements after the Initial Period

if the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- i. the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- ii. the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and
- iii. the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

f. What provisions must be included in an agreement

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

- i. the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- ii. the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

By-Law 45 Car wash bay

- a. An Occupier may use a Car Wash Bay to wash their Vehicle during the hours nominated by the Owners Corporation.
- b. When using a CarWash Bay, an Occupier must:
 - i. not unreasonably obstruct the use of another Car Wash Bay or the Common Property or any Owner's Car Space;
 - ii. turn off all taps used and leave the Car Wash Bay clean and tidy;
 - iii. comply with all reasonable requirements of the Owners Corporation in relation to the use of Car Wash Bays; and
 - iv. not leave or park a Vehicle in a Car Wash Bay other than for the immediate purpose of washing that Vehicle.

By-Law 46 Car share scheme space

46.1 Your Obligations

An Occupier must not park or stand a Vehicle in, or in any way obstruct access to or the use of, a Car Share Scheme Space except when using the associated car share scheme Vehicle.

46.2 The Owner's Corporation Obligations

The Owners Corporation must:

- a. make the Car Share Scheme Spaces available to a car share scheme operator free of charge;
- b. allow customers of the car share scheme operator to access the Car Share Scheme Spaces;
- c. retain the Car Share Scheme Spaces as Common Property.

Special By-law 47

Empowering by-law – Delegation Minor Renovations

**PART 1
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
 - i. installing or replacing wood or other hard floors; and
 - ii. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 94096
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law 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 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
GRANT OF RIGHTS**

- 2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

A handwritten signature in black ink, consisting of a large, stylized capital 'S' followed by a capital 'M' and a capital 'A'.

Approved Form 10

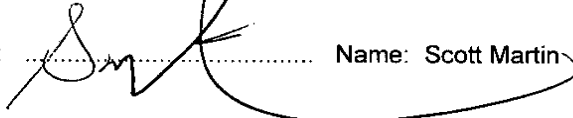
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 94096 was affixed on ^ 10/8/20 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: Scott Martin

Authority: Strata Managing Agent

Signature: _____ Name: _____ Authority: _____



^ Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



Form: 1SCH
Release: 2.1

**CONSOLIDATED
CHANGE OF B**

AR41150W

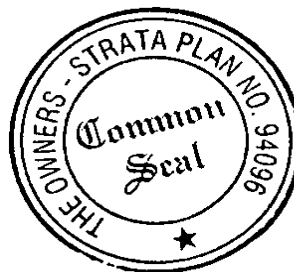
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

| | | | | | |
|---|--|---|---|---|-----------------------|
| (A) TORRENS TITLE | For the common property CP/SP 94096 | | | | |
| (B) LODGED BY | <table border="1"><tr><td>Document Collection Box 6326J</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Strata Choice Pty Ltd Locked Bag 1919 St Leonards NSW 1590 Reference: Account No. 132145H ph. 8424 9700</td></tr></table> | Document Collection Box 6326J | Name, Address or DX, Telephone, and Customer Account Number if any Strata Choice Pty Ltd Locked Bag 1919 St Leonards NSW 1590 Reference: Account No. 132145H ph. 8424 9700 | <table border="1"><tr><td>CODE CH</td></tr></table> | CODE CH |
| Document Collection Box 6326J | Name, Address or DX, Telephone, and Customer Account Number if any Strata Choice Pty Ltd Locked Bag 1919 St Leonards NSW 1590 Reference: Account No. 132145H ph. 8424 9700 | | | | |
| CODE CH | | | | | |

- (C) The Owners-Strata Plan No. 94096 certify that a special resolution was passed on 18/3/2021
- (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 LAW 48
- Amended by-law No. BY LAW 22
- as fully set out below:

see attached Annexure



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "X".
- (G) The seal of The Owners-Strata Plan No. 94096 was affixed on 5/5/21 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: Jim McDonald

Authority: Strata Managing Agent

Signature: _____

Name: _____

Authority: _____

ANNEXURE "X"

Plan 94096

By-Law 1

Definitions and interpretation

1.1 Definitions

In this document, unless a contrary intention is apparent, the words capitalised in this By-law have the meanings attributed to them and where words are used which are not defined in these By-laws but which have a meaning in the Act, then the meaning in the Act will apply:

Accessible Space means a space comprising Common Property with a use limited to enabling and assisting disabled or physically impaired persons to alight or enter a vehicle.

Adaptable Space means an Owner's Car Space adjacent to an Accessible Space with the benefit of that Accessible Space.

Act means the *Strata Schemes Management Act 2015 (NSW)* and where compliance with the Act as a general requirement is relevant or where otherwise appropriate, includes the *Strata Schemes Management Regulation 2016* in each case as amended or if replaced by substitute legislation then that substitute legislation.

Air Conditioning includes, without limitation, air handling units and equipment, condensers, fan units, cables, conduits, pipes, wires and ducts which are located in or on Common Property and service a Lot including, without limitation, by supplying air conditioning, reticulated water or refrigerant for air conditioning.

Approval means an approval or consent from or by an Authority relative to the Strata Scheme or any part of the Strata Scheme including a Lot and includes the Development Approval.

Approved Contractor means a contractor approved by the Owners Corporation or Building Manager for the provision of locksmith services to the Strata Scheme from time.

Assistance Animal means an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* (Cth).

associated with a/the Lot means an area forming part of a Lot or designated for exclusive use by the Occupier of a Lot.

Authority means in respect of any matter, any government, semi-government, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state-owned corporation, having jurisdiction over that matter.

Automatic Fire Alarm Network Service Agreement means any agreement between a provider and the Owners Corporation pursuant to which the provider is connected to Fire and Rescue NSW's automatic fire alarm system.

Balcony means a balcony, terrace or courtyard forming part of a Lot.

Barrel means the barrel in the front door lock of a Lot, accessed with the Secured Lot Key.

Benefited Adaptable Space means each Adaptable Space located adjacent to a Shared Accessible Space.

Bicycle Storage Space means, relative to a Lot, the bicycle storage area forming part of or allocated for use by, that Lot, however and wherever designated, and includes a Shared Cage Bicycle Storage Space.

Building means the building on the Land which is the subject of the Strata Scheme.

Building Manager means the person or corporation appointed as a caretaker under section 67 of the Act or the onsite manager or some other person appointed for the purpose by the Owners Corporation

or the Managing Agent or being a person within the Managing Agent.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

- a. Common Property structures, including the walls, floors and ceilings enclosing the Lot (Common Property walls include windows and doors in those walls);
- b. the structure of the Lot;
- c. the internal walls inside the Lot (e.g. a wall dividing two rooms in the Lot);
- d. Common Property services; or services in the Strata Scheme whether or not they are for the exclusive use of the Lot,

but does not include Cosmetic Work.

By-laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time and amendments or variations to the by-laws adopted by the Owners Corporation or imposed by the Act.

Car Share Scheme Space means the area within the Strata Scheme made available to a car share scheme operator for the parking of car share scheme Vehicles.

Car Wash Bay means the area of Common Property designated for the washing of Vehicles of an Occupier.

Common Property means the common property comprised in the Strata Scheme and includes all improvements, fixtures and fittings erected, installed or constructed on the Common Property.

Cosmetic Work has the same meaning as in the Act.

Council means the Council of the City of Sydney.

Development Approval means the Notice of Determination from Council dated 29 June 2017 (Date of Determination 27 June 2017) in relation to Application No D/2016/1109 and all supplemental approvals, variations and amendments

Domestic Animal means a cat, dog, fish, rabbit, caged bird or any other animal commonly kept as a pet but does not include:

- a. rodents, snakes, spiders, scorpions, bats or any vermin;
- b. dingos or dingo-cross breeds;
- c. any animal which has been classified as a dangerous animal, a menacing animal, a nuisance animal or any animal of a menacing breed; or
- d. any native species or animals protected under Law or any wild animals.

Embedded Network means a network and system in the Building for the supply of Embedded Network Services to the Building and the Lots in the Building, and includes Embedded Network Equipment.

Embedded Network Equipment means meters, equipment and fittings located within or on the Common Property associated with or ancillary to the Embedded Network.

Embedded Network Service means the supply of any of the following:

- a. electricity;
- b. gas;
- c. hot water;
- d. chilled water;
- e. potable water;
- f. recycled water;
- g. internet services;
- h. voice, data, digital, fibre optic, satellite or video communications or signals;
- i. mobile or other telephone signal distribution services.

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Environmental Planning Instrument means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Strata Scheme and includes from time to time, any attached development control plan issued by the local council.

Equipment means any noise generating equipment, plant or machinery including mechanical ventilation systems.

Fire Alarm means a back-to-base fire alarm system installed on the Common Property and being the subject of an Automatic Fire Alarm Network Service Agreement.

Fire Alarm Costs means:

- a. any charges imposed by Fire and Rescue NSW pursuant to the *Fire Brigades Act 1989*, the *Fire Brigades Regulation 2008* and the Automatic Fire Alarm Network Service Agreement or otherwise legally imposed in responding to activation of any Fire Alarm; and
- b. any additional administrative fee associated with those charges, pursuant to the Automatic Fire Alarm Network Service Agreement.

Fire and Rescue NSW means the department of government established by the *Fire Brigades Act 1989* or any other Authority, company or individual which replaces or performs that same function.

Fire Engineering Report means the Fire Engineering Report prepared for West End Glebe, Building C, 6 Cowper Street, Glebe by Holmes Fire dated 5 October 2018, Version G 131712

Garbage Room means each of the garbage rooms or garbage chute rooms designated for the collection of garbage in the Strata Scheme.

Initial Period has the same meaning as in the Act.

Initial Period Restrictions means any of those things listed in section 26 of the Act.

Intercom Repair Costs means all costs incurred in keeping the Intercom Unit in a good and serviceable state of repair, including the complete replacement of the Intercom Unit as required.

Intercom Unit means the two way communication device servicing a Lot that is used for communicating with people and for access to the Building

Land means the land comprised in the Strata Scheme and known as 11 Wentworth Street, Glebe.

Law means in respect of any matter, each and all statutes and common law of:

- a. New South Wales,
 - b. Australia, or
 - c. any other sovereign nation having extra-territorial application in New South Wales or Australia and jurisdictional application in respect of these By-laws,
- and includes ordinances, regulations, subordinate legislation, by laws, industrial awards, development consents, environmental planning instruments and all orders, directions, codes of practice or requirements of any Authority, relative to that matter.

Lot means a lot in the Strata Scheme.

Managing Agent means the managing agent of the Strata Scheme appointed by the Owners Corporation from time to time.

Minor Renovation has the same meaning as in the Act.

Music Room means that area within the Common Area designated as the Music Room.

Occupier means, in respect of a Lot:

- a. a person who is a party to a current lease under the *Residential Tenancies Act 2010 (NSW)*;
- b. a mortgagee in possession;
- c. an immediate family member;
- d. anyone occupying a Lot with the permission of the Owner and includes the Owner.

Owner means, in respect of a Lot, the registered proprietor for the time being of that Lot.

Owner's Car Space means a car space forming part of or associated with a Lot for the use by the Owner or Occupiers of that Lot.

Owners Corporation means the owners corporation constituted upon registration of the Strata Scheme.

Remote Control means an electronic security device equipped with a magnetic chip for the purpose of allowing access to and from Common Property, including an Owner's Car Space or Storage Area.

Restricted Hours means those hours determined by the Strata Committee from time to time to be restricted hours for any purpose.

Rooftop Area means the rooftop areas and facilities designated for use by the Occupiers.

Rules means rules made by the Owners Corporation according to By-law 27.

Secured Lot Key means a metal or other material key system issued by the Owners Corporation and used by an Occupier to unlock the Barrel and gain access to their Lot.

Security Camera means the closed circuit television cameras installed or to be installed on the Common Property.

Shared Accessible Space means each Accessible Space comprising the Common Property and located between 2 Adaptable Spaces.

Shared Cage Bicycle Storage Space means a bicycle storage space relative to a Lot within a shared cage area.

Storage Area means an area designated to be used as a storage area on the Strata Plan, including a designated storage area that forms part of a Lot or is associated with a Lot with which an Occupier is granted exclusive use and enjoyment for the purpose of storage.

Strata Committee means the strata committee of the Owners Corporation.

Strata Plan means the strata plan registered with these By-laws.

Strata Scheme means the strata scheme, as defined under the Act, relating to the Strata Plan.

Swipe Card means a security device equipped with a magnetic chip for the purpose of allowing access to and from Common Property.

Terrace Lots means each of the following Lots which have a courtyard, balcony or terrace area accessible to and from the street:

- a. Lot 12; and
- b. Lot 13.

Unauthorised Person means a person identified as a lessee in a commercial arrangement giving the person the right to occupy residential premises for a period of not more than 3 months at any one time, other than in accordance with the Residential Tenancies Act, including holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

Vehicle means a motor car or other vehicle.

Visitor means any person who is not an Occupier of a Lot.

1.2 Interpretation

In these By-laws, unless the context otherwise requires

- a. headings are for convenience only and do not affect the interpretation of the By-laws;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Authority;
- e. a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes part of that thing; and
- g. a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under the statute.

1.3 Severance

if at any time any provision of these By-laws is or becomes illegal, invalid or unenforceable in any respect under the Law of any relevant jurisdiction:

- a. the legality, validity or enforceability in that jurisdiction of any other provision of these By-laws; or
- b. the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of these By-laws or any other part of the specific provision,

will not be affected or impaired.

By-Law 2 Parking of vehicles

2.1 Obligations on Occupiers relating to the use of car spaces

- a. Subject to By-law 2.2, an Occupier of a Lot must not park or stand any Vehicle on Common Property, or permit a Vehicle to be parked or stand on Common Property, except with the prior written approval of the Owners Corporation or in accordance with a sign erected by the Owners Corporation specifically permitting that conduct.
- b. Visitor car spaces are for the exclusive use of Visitors to park their Vehicles and must not at any time be allocated, sold or leased to an Occupier or other person or used for any other purpose. An Occupier of a Lot must not park or stand any Vehicle on a Visitor car space.
- c. Any Owner's Car Space must only be used by the Owner of that Lot or an Occupier of that Lot with the permission of the Owner.
- d. Vehicles parked on the Common Property or within an Owner's Car Space are parked at the sole risk of the Occupier or Vehicle owner. The Owners Corporation shall not be responsible for any loss of or damage to any Vehicle or any theft from any Vehicle.
- e. Each Occupier of a Lot:
 - i. shall ensure that their Visitors comply with the terms of this By-law 2;
 - ii. is solely responsible to secure their Vehicle;
 - iii. must exercise caution and act responsibly when moving their Vehicle around the Common Property or when parking their Vehicle or when entering or exiting the Common Property;
 - iv. must not cause any excessive noise when using their Vehicle on the Common Property;
 - v. must provide the Owners Corporation with access to your Owner's Car Space or Storage Area to enable the Owners Corporation to comply with its obligations under the Act and the by-laws;
 - vi. must keep their Owner's Car Space clean and tidy;
 - vii. must use their Owner's Car Space and any Storage Area only for lawful purposes;
 - viii. must keep their Owner's Car Space free of vermin;
 - ix. must not enclose their Owner's Car Space without the prior written consent of the Owners

- Corporation which, if given, may be given subject to conditions;
- x. must not keep dangerous, noxious or inflammable items, materials or liquids in their Owner's Car Space or Storage Area;
 - xi. must repair and make good any damage caused by the Occupier to their Owner's Car Space or Storage Area.
 - xii. must ensure that the parking of their Vehicle does not interfere with or damage the Common Property or the person or property of any other person and if this occurs the Occupier must rectify that interference or damage within a reasonable period of time, at their own cost;
 - xiii. remains liable for any damage to a Lot or Common Property or any other Vehicle or property arising out of the parking of their Vehicle or movement of their Vehicle within the Common Property or accessing or departing the Common Property;
 - xiv. indemnifies and will keep indemnified the Owners Corporation against all claims against the Owners Corporation or costs or losses suffered by the Owners Corporation or any person arising out of:
 - A. any incident or damage referred to in this By-law 2.1 or to Common Property; or
 - B. the removal and disposal of Vehicles or any property of an Occupier; or
 - C. arising out of the non-compliance by an Occupier with this By-law 2;
 - xv. except to the extent otherwise authorised by the Owners Corporation, an Occupier must not store or place any items or materials including Vehicles in the Common Property. Any items or materials stored or placed in the Common Property are stored or placed at the sole risk of the Occupier. The Owners Corporation is not responsible for any loss of or damage to the items or materials; and
 - xvi. must ensure that no goods are stored on the floor of an Owner's Car Space at any time, with the exception of Vehicles.
 - xvii. must not install a bollard or electronic bollard in an Owner's Car Space without obtaining the prior approval from the Owners Corporation in the form of a special resolution in accordance with Section 108 of the Act and/or a by-law granted to the Owner.
 - xviii. must not at any time enclose the Owner's Car Space, or alter or erect anything on that car space other than for the installation of a small storage box and then only to a size and design which is uniform in size, position, materials and nature with other such areas and compliant with a size and design approved by the Owners Corporation.

2.2 Accessible Spaces and Shared Accessible Spaces

- a. An Accessible Space is for the exclusive use of an Occupier of its adjacent Adaptable Space for the purpose only of enabling and assisting disabled or physically impaired persons to alight or enter a vehicle in the Adaptable Space and not for any other purpose
- b. A Shared Accessible Space is for the exclusive use of an Occupier of a relevant Benefited Adaptable Space for the purpose only of enabling and assisting disabled or physically impaired persons to alight or enter a vehicle in Benefited Adaptable Space and not for any other purpose.
- c. The exclusivity of the Shared Accessible Space may be shared by the Occupiers of two separate Benefited Adaptable Spaces if each Benefited Adaptable Space has the benefit of the same Shared Accessible Space.
- d. No other Occupier is entitled to use the Accessible Space or Shared Accessible Space for any purpose.
- e. The Owner of each Adaptable Space and each Benefited Adaptable Space is responsible, and if more than one Owner then jointly responsible, for the proper maintenance of, and keeping clean, uncluttered and in a state of good and serviceable repair the relevant Accessible Space or Shared Accessible Space as the case may be.
- f. If the respective Owners fail to comply with their obligations in paragraph (e), then the Owners Corporation may do anything required to be done and is entitled to recover the cost and expense of doing so from each of the relevant Owners.

By-Law 3

Bicycles and motorbikes

3.1 Obligations on Occupiers relating to the parking of bicycles or motorbikes

- a. An Occupier of a Lot must ensure that any:
 - i. motorbike belonging to the Occupier is kept within the Owner's Car Space; or
 - ii. bicycle is kept within that Lot's Bicycle Storage Space; or
 - iii. motorbike or bicycle is kept within any part of the Common Property designated in the Strata Scheme or by the Strata Committee for the storage or parking of Occupier's bicycles or motorbikes.
- b. An Occupier of a Lot must not, other than in accordance with By-law 3.1, park or stand any bicycle or motorbike on Common Property, or permit any bicycle or motorbike to be parked or stand on the Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation specifically permitting that conduct. Any Visitor Vehicle, bicycle or motorbike spaces are for the exclusive use of Visitors. An Occupier of a Lot must not park or stand any bicycle or motorbike on any space designated for Visitors.
- c. Bicycles and motorbikes parked on the Common Property or within a Bicycle Storage Space or Owner's Car Space, as the case may be, are parked at the sole risk of the Occupier. The Owners Corporation shall not be responsible for any loss or damage to any bicycles or motorbikes.
- d. Each Occupier of a Lot:
 - i. shall ensure that their Visitors comply with the terms of this By-law 3;
 - ii. is solely responsible to secure their bicycle or motorbike;
 - iii. must exercise caution and act responsibly when moving their bicycle or motorbike around the Common Property or when parking their bicycle or motorbike or when entering or exiting the Common Property;
 - iv. must not cause any excessive noise when using their motorbike on the Common Property;
 - v. must ensure that the transportation, parking or storage of its bicycles or motorbikes does not interfere with or damage the Common Property or the person or property of any other person and if this occurs the Occupier must rectify that interference or damage within a reasonable period of time, at their own cost;
 - vi. remains liable for any damage to a Lot or Common Property arising out of the transportation or storage of its bicycle or motorbike; and
 - vii. indemnifies and will keep indemnified the Owners Corporation against all claims against the Owners Corporation or costs or losses suffered by the Owners Corporation or any person arising out of:
 - A. any incident or damage referred to in this By-law 3.1; or
 - B. arising out of the non-compliance by an Occupier with this By-law 3;
- e. An Occupier of a Bicycle Storage Space must, in so far as capable of being applied, comply with the By-laws applicable to an Owner's Car Space.

3.2 Shared Cage Bicycle Storage Space

If a Lot includes or has the benefit of a Shared Cage Bicycle Storage Space, then the Occupier of that Shared Cage Bicycle Storage Space is entitled to access the adjoining Shared Cage Bicycle Storage Space for the purposes of securing and unsecuring their bicycle to the hoop and accessing their bicycle and the Occupier of the adjoining Shared Cage Bicycle Storage Space will allow and not impede such access.

By-Law 4

Changes to common property

4.1 Works permitted without Owners Corporation approval

- a. An Owner or person authorised by an Owner may, without the consent of the Owners Corporation, in respect of Common Property with a physical connection to that Owner's Lot:
 - viii. undertake Cosmetic Work;
 - ix. install any reasonable item or device to prevent harm to children.
- b. No locking or safety device or lockable screen or other item relative to access to or egress from the Lot must be installed without the approval of the Strata Committee having regard to the fire rating or fire requirements of or in respect of the Building.
- c. Any locking or safety device, screen, other materials, device or item must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- d. By-law 4.1 does not allow:
 - i. the installation of anything that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property;
 - ii. interference with, alteration of, damage to or impedance of the operation of any utility, service or service infrastructure to any Lot or Common Property;
 - iii. anything which may constitute a breach or non-compliance with any Law;
 - iv. anything which may require the prior consent or Approval of any Authority or Owners Corporation unless that consent or Approval has been obtained;
 - v. the enclosure or partial enclosure of any car space area associated with a Lot which is not already enclosed;
 - vi. any works which would otherwise cause or result in a breach of these By-laws;
 - vii. interference with or obstruction of the lawful use and enjoyment of the Common Property or a Lot; or
 - viii. the installation of anything or the carrying out of any work which may create a hazard to any person or property or affect the fire rating or fire requirements of or in respect of the Building.

4.2 Obligation on Owners to maintain and repair

Despite section 106 of the Act, the Owner of a Lot must, at its cost:

- a. maintain and keep in a state of good and serviceable repair any installation or item referred to in By-law 4.1 that forms part of the Common Property and that services the Lot; and
- b. repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or item referred to in By-law 4.1 that forms part of the Common Property and that services the Lot.

4.3 Owners Corporation Written Approval

- a. All other proposed works on or to the Common Property which are not specified in By-law 4.1 must not be carried out by any person except with the written approval of the Owners Corporation.
- b. Paragraph (a) is subject to and does not prevent the operation of section 110 of the Act.
- c. To the extent under these By-laws the consent of the Owners Corporation is required for any matter and that function is capable of being delegated under the Act to the Strata Committee, for example under s110(6)(b) of the Act, then notwithstanding any By-law, that function is delegated to the Strata Committee.

By-Law 5

Common property landscaping

5.1 Damage to lawns and plants on Common Property

An Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

- a. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
- b. use for his or her own purposes as a garden any portion of the Common Property.

By-Law 6

Obstruction of common property or any lot

An Occupier of a Lot must not obstruct or impede the lawful use of Common Property or any other Lot by any person.

By-Law 7

Keeping of animals

7.1 Restrictions on animals

- a. An Occupier of a Lot may keep up to, but no more than, 2 Domestic Animals on the Lot, provided that the Occupier complies with all By-laws Rules and other reasonable directions of the Owners Corporation relative to keeping of animals on the Lot.
- b. Nothing in these By-laws is to operate to prevent the keeping by or use by an Occupier of an Assistance Animal for the proper purpose. The Owners Corporation is entitled to require an Occupier with an animal claimed to be an Assistance Animal to provide evidence that the animal is an Assistance Animal.
- c. An Occupier of a Lot must not keep an animal that is not a Domestic Animal unless it obtains the prior written consent of the Owners Corporation, which may be given or withheld in its absolute discretion.

7.2 Obligations in relation to an Occupier's Domestic Animal

- a. If an Occupier of a Lot keeps a Domestic Animal on the Lot, the Occupier must:
 - i. keep the Domestic Animal within the Lot;
 - ii. supervise the Domestic Animal when it is on the Common Property;
 - iii. take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the Domestic Animal;
 - iv. not allow the Domestic Animal to create an unreasonable disturbance to, or be a nuisance to, other Occupiers or occupiers of neighbouring properties;
 - v. ensure the Domestic Animal does no harm to, and does not act menacingly towards, any person; and
 - vi. ensure that the Domestic Animal is vaccinated and micro-chipped. The registration number of the micro-chip must be given to the Owners Corporation within 60 days after the Domestic Animal commences to be kept on the Lot.
- b. If an Occupier of a Lot keeps an animal on the Lot, the Occupier must comply with all Laws including the *Companion Animals Act 1998* and other legislation or requirements of any Authority in respect of the Domestic Animal.

7.3 Removal of Domestic Animal

The Owners Corporation may request an Occupier to remove any animal including Domestic Animal by 14 days written notice if the Occupier fails to comply with the By-laws, Rules or other reasonable directions of the Owners Corporation in relation to the keeping of animals on the Lot.

By-Law 8

Noise

An Occupier of a Lot or any Visitor must not create or allow to be created any noise within the Lot or on the Common Property likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using Common Property or any neighbouring property.

By-Law 9

Behaviour of owners, occupiers and their visitors

9.1 Behaviour on Common Property

An Occupier of a Lot, or any Visitor, when on Common Property must:

- a. be adequately clothed;
- b. not use language or behave in a manner likely to cause offence or embarrassment to, or act menacingly towards, the Occupier of another Lot or to any person lawfully using Common Property;
- c. not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another Lot or any person lawfully using Common Property; or
- d. not do anything in breach of any Law or any By-law or the Rules.

9.2 Occupier to ensure its Visitors comply

An Occupier of a Lot must take reasonable steps to ensure that its Visitors comply with By-law 9.1.

By-Law 10

Children playing on common property

- a. Any child for whom an Occupier of a Lot is responsible or has control may play on any area of the Common Property that is designated by the Owners Corporation for that purpose but may only use an area designated for swimming while under the supervision of a responsible adult who can swim.
- b. An Occupier of a Lot is at all times responsible (to the exclusion of the Owners Corporation) for the conduct, safety, behaviour and compliance with these By-laws and the Rules of any child within the care of the Occupier or for whom the Occupier has responsibility and any such child must be accompanied by an adult exercising effective control within areas of the Common Property that may be a safety risk.
- c. An Occupier of a Lot must not permit any child for whom the Occupier is responsible to play in or otherwise obstruct the use of lifts or other facilities in the Common Property.

By-Law 11

Smoke penetration

- a. Occupiers and their Visitors, must not smoke tobacco or any other substance on the Common Property or use any e-cigarette or other electronic or other device which causes or creates smoke including vaping.
- b. An Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance or use any e-cigarette or other electronic or other device which causes or creates smoke including vaping by the Occupier, or any Visitor of the Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

By-Law 12

Preservation of fire safety

The Occupier of a Lot must not do anything or permit any Visitors of the Occupier to do anything that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in or the fire rating of the Lots, Building or Common Property.

By-Law 13

Storage of inflammable liquids and other substances and materials

- a. An Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot, Owner's Car Space, Storage Area or on the Common Property any inflammable, toxic or hazardous chemical, liquid or gas or other inflammable, toxic or hazardous material.
- b. This By-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a Vehicle or motorbike.

By-Law 14

Appearance of lot and building

- a. An Occupier of a Lot must not hang or install curtains, blinds or louvres visible from the outside of the Building unless those curtains, blinds or louvres have a backing which has external colour of white or another colour approved in writing by the Owners Corporation.
- b. An Occupier must not change or treat windows and glass with any treatment (other than treatments which from outside the Lot are reasonably consistent with the visual conformity of other Lots within the Building and compliant with paragraph (a)).
- c. The Occupier of a Lot must not, without the prior written consent of the Owners Corporation, install, erect or display within the Lot anything visible from outside the Lot that, which when viewed from outside the Lot, is not in keeping with the rest of the Building. This includes, without limitation:
 - i. posters, pictures, stickers or other items on or from windows;
 - ii. "for sale" or "for lease" signs, or any form of notice or advertising; and
 - iii. satellite dishes or antennas.

By-Law 15

Cleaning windows and doors

15.1 Occupier to clean windows and doors

Except in the circumstances referred to in By-law 15.2, an Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, provided that those windows and doors are easily and safely accessible by the Occupier.

15.2 Owners Corporation to clean windows and doors

- a. The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Occupier of the Lot safely or at all.
- b. If the Owners Corporation resolves to clean glass in a Lot, the Occupier of that Lot is excused from any obligation to do so under By-law 15.1 for the period the Owners Corporation resolves to clean the glass.

By-Law 16

Hanging out of washing

16.1 Hanging washing in the Lot and Common Property

- a. An Occupier of a Lot may hang any washing on any lines provided by the Owners Corporation on the Common Property for that purpose, if any. The washing may only be hung for a reasonable period.
- b. An Occupier of a Lot will not hang washing on or within any part of the Lot visible from outside the Lot including on or over the Balcony.
- c. An Occupier will not conduct washing activities on a Lot as part of any commercial business operation.

By-Law 17

Disposal of waste - general

17.1 No waste on street

No waste is to be placed on the street or any public way (such as footpaths, roadways, plazas and reserves) at any time, other than as permitted by Council.

By-Law 18

Disposal of waste - shared facilities

18.1 Application

- a. This By-law 18 applies if shared facilities apply for the disposal of waste in the Strata Scheme.

18.2 Obligations on Occupiers in relation to waste disposal

- a. An Occupier of a Lot:
 - i. is responsible for transporting waste from their Lot to the shared facilities;
 - ii. must ensure that waste is not placed in the shared facilities so as to cause any damage or mess or be a hazard, danger or obstruction to any person; and
 - iii. must ensure that waste is drained (if there is any liquid) and securely wrapped before being placed in the shared facilities.
- b. An Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- c. Each Lot other than the Terrace Lots has the benefit of a garbage disposal chute located on the same level as and proximate to their Lot for the disposal of Waste and in the context of this By-law 18 those chutes are within the description of 'shared facilities'. Occupiers will use those chutes in the manner directed by the Owners Corporation for the disposal of garbage. Occupiers will use only the chute designated for their use proximate to their Lot.
- d. Owners of the Terrace Lots may be required to organise the collection of their waste bins from their balconies or terrace areas direct with relevant Authorities.

18.3 Owners Corporation may issue directions relating to waste disposal

- a. The Owners Corporation may give directions for the purposes of this By-law by:
 - i. posting signs on the Common Property with instructions on the handling of waste that are consistent with the Council's requirements; or
 - ii. giving notices in writing to Owners or Occupiers of Lots.
- b. An Occupier of a Lot:
 - i. must comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common

Property;

- ii. must comply with the Council's guidelines for the storage, handling, collection and disposal of waste; and
 - iii. must not obstruct Council, the Owners Corporation's licenced contractor, or an Occupier of another Lot's access to the Garbage Room.
- c. The Owners Corporation shall ensure that the Garbage Rooms are accessible by Council's waste collection service and shall not erect any doors, grilles, gates or other devices in any location which would prevent Council's waste collection service from accessing the Garbage Rooms.
- d. Where a gate or door or the like is to be erected, unimpeded access to the Garbage Room is to be provided to Council's waste collection service by other means to be agreed in writing with Council's waste collection service.

18.4 Waste collection

- a. If the Owners Corporation is responsible for the collection and removal of waste from the Common Property then the Owners Corporation must ensure that the collection of waste from the Building occurs between the hours of 7am and 8pm on weekdays and 9am and 5pm on weekends and public holidays so as to avoid noise disruption to the surrounding area.
- b. If the Owners Corporation is responsible for the collection and removal of waste from the Common Property then the Owners Corporation must ensure that a licensed contractor is engaged at all time for the removal of waste.

18.5 Definitions

In this By-law 18:

- a. "waste" includes garbage and recyclable material.

By-Law 19

Misuse of plumbing

19.1 Occupiers not to misuse plumbing

An Occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, without limitation, a disposable nappy or any cloth or solid item).

By-Law 20

Change in use or occupation of Lot

- a. An Occupier will not unlawfully change the use or purpose of a Lot or carry out any activity on a Lot which is unlawful.
- b. An Occupier of a Lot must notify the Owners Corporation if the Occupier proposes to change the use of the Lot.
- c. Without limiting By-laws (a), 20(e), 30.1 or any other By-law the following proposed changes of use must be notified:
 - i. a proposed change 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 would result in the Lot being used for commercial or industrial purposes rather than residential purposes); and
 - ii. a proposed change to the use of a Lot which is prohibited including under By-law 30.1.

This requirement for notification does not imply acceptance by the Owners Corporation or Strata Committee and the rights of the Owners Corporation in respect of any proposed or actual change of use are not limited or waived and are reserved in full.

- d. The notice must be given in writing at least 21 days before the proposed change occurs or a lease or sublease commences.
- e. An Occupier of a Lot must ensure that the Lot is not used for a purpose that is prohibited by Law or these By-laws.

By-Law 21

Moving furniture and other objects on or through common property

An Occupier of a Lot must:

- a. give at least reasonable notice in the case of deliveries of major items of furniture or fittings and 2 business days in the case of moving from or into a Lot, prior notice in writing to the Strata Committee of the details of any arrangements made to move furniture or other large objects through the Common Property;
- b. only use the lift nominated by the Strata Committee, and fitted with protective covering, to transport its furniture or other large objects;
- c. comply with the reasonable requirements of the Strata Committee in moving its furniture or other large objects including any requirements as to the time, period or date for the move;
- d. if required by the Strata Committee, carry out the moving of its furniture or other large objects under the supervision of a representative of the Strata Committee
- e. repair any damage caused to the lift or other areas in the Common Property; and
- f. clean any items, and spillage of waste or liquids in the lift or other parts of the Common Property which are caused during the move.

By-Law 22

Floor coverings

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b. **Insurance** means:
 - i. contractors all risk insurance with an authorised 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 a minimum of \$10,000,000);
- ii. insurance required under the *Home Building Act 1989* and if permissible by the insurer noting the Owners Corporation as an interested party; and
- iii. workers compensation insurance, if required.
- c. **Lot** means a lot in strata scheme 94096.
- d. **Owner or Occupier** means the owner or occupier of a Lot from time to time.
- e. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 94096.
- f. **Required Documents** means:
 - i. existing plans, specifications, drawings;
 - ii. proposed plans, specifications and drawings and manufacturer's details;
 - iii. if the plans and drawings do not adequately describe the works, a description of the works;
 - iv. specifications and manufacturer's details for acoustic membrane regarding the installation of any hard surface flooring surfaces;
 - v. specifications and manufacturer's details for waterproof membrane regarding the installation of hard surface flooring surfaces; and
- g. any other document reasonably required by the Owners Corporation.
- h. **Works** means the additions and alterations undertaken by an Owner or Occupier to their lot and to the common property specified in the Required Documents being the installation of hard surface flooring within their respective lot including (but not limited to) parquetry, linoleum, tiles, cork, marble, floating timber or the like.

1.2 In this by-law 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 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

2.1 An Owner or Occupier must not install or carry out the Works except in accordance with Part 3 of this by-law.

PART 3

CONDITIONS PART 3.1

Acoustics and insulation

3.1 The Owner or Occupier must:

- a. The Owner or Occupier must install appropriate acoustic membrane sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of another Owner's or Occupier's Lot with a minimum Impact Insulation Class (IIC) rating of IIC 60; and
- b. if that Owner or Occupier is seeking to undertake the Works within the bathroom, kitchen, laundry and lavatory areas of their respective lot, install the appropriate waterproofing membranes to prevent the transmission of moisture into adjacent common property areas or adjoining lots.

PART 3.2

By-law may be required

3.2.1 If the works add to, alter or erect new structures on the common property, the owner or occupier will be required to obtain approval for the works from the owners corporation by way of a motion and/or

by-law authorising changes to common property.

PART 3.2

Before commencement

3.2 Before commencement of the Works the Owner or Occupier must:

- a. provide the Required Documents to the Owners Corporation not less than 14 days before the commencement of the Works;
- b. obtain approval for the Works from the Owners Corporation to make changes to common property granted to an Owner;
- c. effect and maintain Insurance and provide a copy to the Owners Corporation;
- d. provide specifications in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring; and
- e. provide a report from a suitably qualified acoustic expert in regards to the acoustic adequacy of the proposed flooring and treatment to the flooring, including certification that the proposed flooring works will not increase the likelihood of transmission or noise to the floor below or adjoining lots.

PART 3.3

During construction

3.3 Whilst the Works are in progress the Owner or Occupier must:

- a. use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
- b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- c. use reasonable endeavours to cause as little disruption as possible;
- d. perform the Works during times reasonably approved by the Owners Corporation;
- e. perform the Works within a period of 1 week 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 or Occupier must rectify that interference or damage within a reasonable period of time; and
- i. not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.4

After construction

3.4 After the Works have been completed the Owner or Occupier 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 common property caused by the Works and not permitted by this by-law have been rectified; and
- c. provide the Owners Corporation with certification from a suitably qualified installer approved by the Owners Corporation that the Works have been installed in compliance with the Required Documents.

PART 3.5

Enduring rights and obligations

3.5 The Owner or Occupier:

- a. must maintain and upkeep the Works to the extent that the Works or parts of the Works do not form common property;
- b. must renew or replace the Works to the extent that the Works or parts of the Works do not form common property when necessary or when reasonably required by the Owners Corporation;
- c. remains liable for any damage to lot or common property arising out of the Works;
- d. must make good any damage to lot or common property arising out of the Works; and
- e. must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

By-Law 23

Rights to enter the Lot

23.1 Circumstances in which the Owners Corporation may enter a Lot

- a. The Owners Corporation may, by its agents, employees or contractors, enter any Lot for the purpose of carrying out the following:
 - i. work required or authorised to be carried out by the Owners Corporation in accordance with the Act;
 - ii. work required to be carried out by the Owners Corporation by a notice given to it by an Authority;
 - iii. work required or authorised to be carried out by the Owners Corporation by an order under the Act;
 - iv. work required or authorised to be carried out by the Owners Corporation in accordance with any code of practice, standards or circulars specified in any Approval;
 - v. work required to be carried out to maintain, repair or replace the connection to the Common Property utilities systems and any other Embedded Network Services which are located in the Common Property;
 - vi. to inspect or read any meter that is located within a Lot;
 - vii. to inspect, use or recertification of roof anchors;
 - viii. to maintain, repair or replace any Common Property which can only be accessed from a Lot; and
 - ix. for any other reasonable purpose in the proper interests of the Owners Corporation.
- b. The Owners Corporation may, by its agents, employees or contractors, enter any Lot for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act, on reasonable notice to the Occupier.
- c. In an emergency, the Owners Corporation may enter any Lot for the above-mentioned purposes at any time and without notice.
- d. In a case that is not an emergency, the Owners Corporation may enter any Lot for the above-mentioned purposes on giving reasonable notice to and in reasonable cooperation with the Occupier of that Lot.

23.2 Occupiers must provide reasonable access to the Owners Corporation

An Occupier of a Lot must provide reasonable access to their Lot to enable any person authorised to carry out an inspection of, works or repairs or defect rectification to the Building:

- a. under any Law for purposes relating to fire safety; or
- b. under or for the purposes of any Law or the requirement of any Authority; or
- c. for the purposes of this By-law 23.

By-Law 24

Carrying out building works

24.1 Consent to carry out Building Works

The Owner of a Lot must have consent from the Owners Corporation prior to carrying out Building Work.

24.2 Procedures before carrying out Building Works

Before carrying out Building Works, the Owner of a Lot must:

- a. if the Building Work constitutes a Minor Renovation, obtain the approval of the Strata Committee under delegated authority for the Owners Corporation pursuant to s110(6)(b) of the Act, and the approval from any relevant Authority and otherwise comply with section 110 of the Act;
- b. to the extent the Building Work does not constitute a Minor Renovation, obtain the approval of the Owners Corporation, given by special resolution, and Approval from any relevant Authority and otherwise comply with section 108 of the Act; and
- c. arrange with the Owners Corporation a suitable time and means by which the Owner's contractors may access the Building for purposes associated with those Building Works.

24.3 Procedures when you carry out Building Works

If the Owner of a Lot carries out Building Works, the Owner must:

- a. use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- b. ensure that the contractors carry out the Building Works in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation;
- c. ensure that the Building Works are carried out in compliance with current Australian Standard and the Building Code of Australia;
- d. comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner's contractors of a Lot must access the Building; and
- e. ensure that the contractors carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the time and means by which they must access the Building;
- f. use reasonable endeavours to cause as little disruption as possible to other Occupiers;
- g. ensure that the Building Works are completed within a reasonable period or the period specified by the Owners Corporation, acting reasonably;
- h. provide the Owners Corporation's nominated representative(s) access to inspect the Lot and/or Building Works within 24 hours of the request from the Owners Corporation;
- i. repair any damage the Owner of the Lot (or persons carrying out the Building Works on their behalf) causes to Common Property or any other Lot or the property of another Occupier.

24.4 Procedures after Building Works have been carried out

After the Building Works have been completed the Owner must promptly:

- a. notify the Owners Corporation that the Building Works have been completed;
- b. notify the Owners Corporation that all damage, if any, to any Lot or any part of the Common Property caused by the Building Works and not permitted by this By-law 24 have been rectified;
- c. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Building Works;
- d. provide the Owners Corporation with certification from a suitably qualified engineer(s), approved by the Owners Corporation, that the Building Works or works required to rectify any damage to any Lot or Common Property have been completed in accordance with the terms of this By-law 24 and the requirements of any Authority;
- e. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any requests from the Owners Corporation to check compliance with this By-law 24 or any consents provided under this By-law 24, provided that the Owners Corporation's right to access the Lot arising under this By-law 24 expires once it is reasonably satisfied that paragraph (a) to (d) immediately above have been complied with;
- f. provide the Owners Corporation with any other certificate under section 6.4 of the *Environmental Planning and Assessment Act 1979 (NSW)* as may be relevant; and

- g. pay the Owners Corporation's reasonable costs of implementing this By-law.

24.5 Combustible Materials

- a. Combustible materials are not to be located or stored, temporarily or permanently, anywhere within the residential public corridors, or the entry lobbies, or lobby 3 or exit discharge areas and covered areas on the ground floor. Those areas are to be kept clear of combustibles including display boards, decorations and furniture.
- b. Signage is to be located within these areas stating:

"FURNITURE AND STORAGE NOT PERMITTED IN THIS AREA"

Signage is also to be located within the residential lobbies (Lobby 1, 2, and 3) stating:

"FURNITURE AND STORAGE NOT PERMITTED IN THIS LOBBY"

The signs are to be permanently and securely mounted. Laminated signs are not acceptable. The lettering is to be in capitals, no less than 30 mm in height and in a colour contrasting with the background. The location of signage is to be as shown in Figure 9-3 and Figure 9-4 of the Fire Engineering Report.

- c. To help limit the storage of combustible items and risk of a fire in the Common Areas, signage is to be located within the residential common corridors, approximately opposite the lift, stating:

"FURNITURE AND STORAGE NOT PERMITTED IN THIS CORRIDOR"

The signs are to be permanently and securely mounted. Laminated signs are not acceptable. The lettering is to be in capitals, no less than 30 mm in height and in a colour contrasting with the background.

By-Law 25

Common property facilities

25.1 Easements

Where some items of Common Property or a Lot are burdened by easements, the Occupier of a Lot and the Owners Corporation:

- a. must comply with their obligations under those easements; and
- b. must not do anything to prevent or impede the benefited parties under those easements from exercising rights under those easements.

25.2 Music Room, Rooftop Area and other amenities

- a. The Strata Committee will from time to time designate the appropriate area as a Music Room.
- b. The Strata Committee will from time to time make and publish rules regarding the use of the Music Room and the Rooftop Area.

25.3 What are your obligations

Subject to the By-laws, the Occupier of a Lot must:

- a. use Common Property equipment only for its intended purpose;
- b. (b) immediately notify the Owners Corporation if the Occupier of a Lot knows about damage or a defect in Common Property; and
- c. compensate the Owners Corporation for any damage to Common Property caused by an Occupier, their Visitors or persons doing work or carrying out Building Works or Cosmetic Work on the Common Property on their behalf.

25.4 When will you need consent from the Owners Corporation

Subject to the By-laws the Occupier of a Lot must have consent from the Owners Corporation to:

- a. interfere with or do anything which might cause damage to Common Property;
- b. remove anything from Common Property that belongs to the Owners Corporation;
- c. interfere with or affect the operation of Common Property equipment, utilities or services including services infrastructure; or
- d. erect or maintain any facilities or signs including 'for sale' and 'for lease' signs on the Common Property.

25.5 Control on hours of operation and use

The Strata Committee may make any of the following determinations if it is in the Strata Committee's reasonable opinion that it is appropriate for the control, management, administration, use or enjoyment of the Lots and Common Property:

- a. that Common Property facilities may be used during designated times and/or on specified conditions only;
- b. that deliveries to or from a Lot are to be transported through or on the Common Property during designated times and/or on specified conditions only;
- c. and any other matter which the Strata Committee believes is for the benefit of the Strata Scheme.

By-Law 26

Building security

26.1 Installation of Security Equipment

The Owners Corporation has the power to install and operate in the Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building and Common Property.

26.2 Restricting access to Common Property

The Owners Corporation has the power to:

- a. issue Swipe Cards and Remote Controls;
- b. close off for any purpose access to parts of the Common Property that do not give access to a Lot;
- c. restrict by Swipe Cards and Remote Controls access to any part of the Building;
- d. charge a fee or bond to an Occupier of a Lot for additional or replacement Swipe Cards and Remote Controls;
- e. allow security employed or contracted by the Owners Corporation to use part of the Common Property to operate or monitor security of the Building and Common Property; and
- f. restrict the number of Swipe Cards and Remote Controls held by the Owners and Occupiers of each Lot to avoid overcrowding of the Lot and with a view to preserving the security of the Strata Scheme.

26.3 Providing Occupiers with Swipe Cards and Remote Controls

If the Owners Corporation exercises its right under By-law 26.2, it will provide the Occupier of a Lot with a Swipe Cards and/or a Remote Control to enable the Occupier to access:

- a. any part of the Common Property giving access to the Lot; or
- b. such other parts of the Common Property not otherwise closed off or restricted to use by other Occupiers.

26.4 Managing the Swipe Cards and Remote Controls

The Owners Corporation has the power to:

- a. re-code Swipe Cards and Remote Controls it issues; and
- b. require an Occupier to promptly return to the Owners Corporation, Swipe Cards and Remote Controls for any purpose.

26.5 What are your obligations?

In regard to Swipe Cards and Remote Controls issued by the Owners Corporation according to this By-law 26.2, the Occupier of a Lot must:

- a. comply with the reasonable instructions of the Owners Corporation about Swipe Cards and Remote Controls and, in particular, instructions about re-coding and returning Security Keys;
- b. take all reasonable steps not to lose or damage Swipe Cards and Remote Controls and compensate the Owners Corporation for lost Swipe Cards and Remote Controls;
- c. immediately notify the Owners Corporation if a Swipe Card or Remote Control is lost or damaged; and
- d. return Swipe Cards and Remote Controls to the Owners Corporation if the Occupier of a Lot does not need them or ceases to be the Occupier of a Lot.

26.6 Closing Doors

The Occupier of a Lot must take reasonable care to make sure that fire and security doors in the Building are locked or closed when they are not being used.

26.7 Procedures if you lease or licence your Lot

If an Owner of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the Occupier immediately returns Swipe Cards and Remote Controls issued by the Owners Corporation to the Owner or the Owners Corporation when they cease to be an Occupier of that Lot.

26.8 Some prohibitions

An Occupier of a Lot must not:

- a. copy a Swipe Card or Remote Control or give a Swipe Card or Remote Control to someone who is not an Occupier;
- b. interfere with security cameras or surveillance equipment installed in the Common Property; or
- c. do anything that might prejudice or compromise the security or safety of the Strata Scheme, its Occupiers and the property of Occupiers and the Owners Corporation.

26.9 Ownership

The Owners Corporation is the owner of each Swipe Card and Remote Control.

By-Law 27 Rules

27.1 Powers of the Owners Corporation

The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.

27.2 Changing Rules

The Owners Corporation may add to or change the Rules at any time and in any particular circumstance suspend or waive a Rule.

27.3 What are your obligations?

All Occupiers of a Lot must comply with the Rules and ensure compliance by their Visitors.

27.4 What if a rule is inconsistent with the By-laws?

If a Rule is inconsistent with the By-laws or the requirements of an Authority or any Law (which cannot be excluded or modified), the By-laws or requirements of the Authority or the Law prevail to the extent of the inconsistency.

By-Law 28

Failure to comply with by-laws

28.1 What can the Owners Corporation do?

The Owners Corporation may do anything on a Lot which the Occupier should have done under the Act or the By-laws or the requirements of any Authority but which the Occupier of the Lot has not done or, in the opinion of the Owners Corporation, has not done properly and may recover the cost of doing so from the Occupier or the Owner as a liquidated debt due and payable.

28.2 Procedures

The Owners Corporation must give an Occupier of a Lot written notice specifying when it will enter the Lot to do the work. The Occupier of the Lot must:

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

28.3 Recovering money

The Owners Corporation may recover any money an Occupier or Owner of a Lot owes to it under the By-laws or under any Law as a liquidated debt due and payable.

28.4 Additional Rights

The rights of the Owners Corporation under this By-law 28 are in addition to any other right it has under the Law.

By-Law 29

Fire rating and doors

29.1 Self-closing and seals

- a. The residential Lot doors on levels 1-7 are required to be self-closing - /60/30 fire-rated doorsets by the BCA Deemed-to-Satisfy Provisions and be fitted with ambient, medium and hot (intumescent) smoke seals to all four sides of the door leaf. Hot smoke seals are not required to be provided to the door sills. The Occupier will not do anything to interfere with the operation of the doors or their fire retardant effectiveness.
- b. The residential Lot doors on each level are required to be fitted with acoustic seals to all four sides of the door leaf and an Occupier will not do anything to interfere with the operation of the acoustic seals and their effectiveness.

29.2 Screen Doors Prohibited

- a. Screen doors are not to be installed to any entrance doorway to a Lot.
- b. The Owners Corporation must not permit or provide consent to any person to install or erect a screen door to any entrance doorway to a Lot.

By-Law 30

Occupation of residential lots

30.1 Residential Lots must be used for permanent residential accommodation

Except to the extent of any inconsistency with, or prohibited by, section 139(2) of the Act or any Law, an Occupier must:

- a. only use a residential Lot as a permanent residential accommodation;
- b. not advertise or organise the use of a residential Lot for commercial accommodation, short term accommodation or share accommodation; or
- c. not enter into a residential tenancy agreement or arrangement with any person for a term of less than 6 months.

By-Law 31

Equipment noise

31.1 Noise Control

- a. Equipment installed or used for operation of any part of the building must be either located or soundproofed (or both) so the Equipment is not audible within a habitable room in any residential Lot or neighbouring property within the Restricted Hours.
- b. Noise generated during operation of the Equipment outside the Restricted Hours must not be greater than 5dbA above the background when measured at the nearest property boundary of the Land.

By-Law 32

Air conditioning

32.1 No Air Conditioning on balconies or the Building facade

An Occupier of a Lot must not install any Air Conditioning on the balcony of a Lot or the Building facade.

32.2 Installation of Air Conditioning after Strata Plan was registered

- a. An Owner must not install or maintain any Air Conditioning in its Lot or any part of the Common Property to service its Lot (AC Unit) other than a type and style approved by the Owners Corporation and with a noise rating and in a location directed by the Strata Committee, which approval may, if given, be on conditions with which the Owner must comply.
- b. If an Owner is given permission to install an AC Unit, then the Owner must maintain and repair the AC Unit in a state of good and serviceable repair and appearance at its own cost. In the event that the AC Unit requires replacement or renewal, the Owner must provide at least 30 days' written notice to the Owners Corporation of its intention to do so.
- c. The Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the AC Unit had not been installed.
- d. If at any time the AC Unit becomes a disturbance to the peaceful enjoyment of an Occupier of any other Lot or becomes a hazard then the Owners Corporation may require the removal of the AC Unit.

32.3 Installation of Air Conditioning before Strata Plan was registered

If an AC Unit was installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner is liable for all related maintenance, operation, repair and replacement costs (but not the condenser units on the roof of the Building which remain the responsibility of the Owners Corporation). In the event that the AC Unit requires replacement or renewal, the Occupier must provide at least 7 days' written notice to the Owners Corporation of its intention to do so.

By-Law 33

Outdoor lighting

33.1 Outdoor Lighting

All outdoor lighting installed by an Occupier of a Lot must not detrimentally impact upon the amenity of other premises and adjacent dwellings and shall comply with relevant Authority requirements or standards.

By-Law 34

Storage areas

34.1 Cleaning and maintenance

- a. An Occupier must ensure that the Storage Area is kept free of rubbish and vermin.
- b. An Owner must, at its cost, keep its Storage Area cage/fence in good repair and condition. If the cage/fence on any side of a Storage Area cage/fence is shared by another Storage Area, the Lot Owner and the Owner of the lot that includes that Storage Area cage/fence have the exclusive use of that fence and are jointly responsible for the cost of the repair, maintenance and replacement of that fence.
- c. No item may be placed on the roof or ceiling of any Storage Area cage.
- d. Each Occupier is solely responsible for any goods stored in a Storage Area allocated to their respective Lot.
- e. An Occupier is solely responsible for securing their allocated Storage Area cage.
- f. Each Occupier must ensure that goods stored in their allocated Storage Area are stored on a platform avoiding direct contact with the slab.
- g. An Occupier must not store any items in the Storage Area in a manner that would conflict with the fire safety requirements set by any Authority having jurisdiction over the Strata Scheme from time to time.

34.2 Security and Locks

An Occupier must ensure that the Storage Area is securely locked at all times, and that any item stored is sufficiently covered or protected to prevent damage.

By-Law 35

Use and maintenance of lots

35.1 Cleaning

An Occupier must maintain the Lot in a clean and tidy condition free of vermin.

35.2 Range-hood

The filter of range-hood installed in the Lot must be replaced on a regular basis.

35.3 Balcony

- a. An Occupier must not store any furniture, goods or any other items on the Balcony other than:
 - i. outdoor furniture items; and
 - ii. outdoor cooking equipment which is of a type and design that will not cause excessive or potentially hazardous smoke and flame on the Balcony.
- b. The Occupier must ensure that the drainage in the Balcony is not blocked and is maintained and is in good working order.
- c. If a Lot has the benefit of a planter box or similar on their Balcony then the care and maintenance of that planter box is the responsibility (financial and otherwise) of the Occupier of that Lot.

By-Law 36

Security cameras

36.1 The Security Camera Data

- a. The Security Cameras will record data 24 hours a day, seven days a week.
- b. The data from the Security Cameras will be stored on a hard drive that is located on the Common Property with access to this area restricted to the Strata Committee.
- c. The data will be stored on the hard drive until the hard drive is full after which point it is automatically deleted to make space for new data.
- d. Unless otherwise agreed by the Owners Corporation or the Strata Committee, only the Strata Committee or building managers will have access to the location where the hard drive is stored and to the data on the hard drives.
- e. The data remains the property of the Owners Corporation.

36.2 Conditions For Owners To Access The Security Camera Data

- a. If an Occupier wishes to obtain access to view the Security Camera data, they must:
 - i. make a written request to the Strata Committee to view and/or download the Security Camera data specifying the date and approximate time window that they are seeking access to;
 - ii. a nominated Strata Committee representative or company engaged by the Owners Corporation will make available the relevant data and provide a copy to the Occupier at the Occupier's cost.
- b. The Strata Committee's consent for Occupiers to view and/or download the data will not be unreasonably withheld.
- c. Any requests by an Occupier to view the Security Camera data must be made at least 2 business days prior to the date the data it is automatically deleted.
- d. Not any of the Owners Corporation, the Strata Committee or the building manager will be liable to any person for any failure of the Security Cameras or any failure to record data or the deletion of data, whether or not a request has been made by a person to view or download data.

By-Law 37

Intercom Systems

37.1 Each Occupier is responsible for paying the Intercom Repair Costs for the Intercom Unit servicing their Lot.

37.2 The Owners Corporation is entitled to recover from an Occupier the Intercom Repair Costs paid by the Owners Corporation if the Occupier fails to pay under clause 37.1 or if the Owners Corporation has elected to pay the Intercom Repair Costs.

37.3 The Owners Corporation may:

- a. demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
- b. include reference to the debt on notices under section 109 of the Act.

By-Law 38

Secured lot keys and devices

38.1 Rights

- a. An Occupier must not remove or replace the Barrel.
- b. An Occupier must not install any lock or locking security system to the Common Property door to a Lot.
- c. The Owners Corporation will issue Secured Lot Keys, Swipe Cards and Remote Controls to either the Owner or Occupier of a Lot pursuant to paragraphs (d) and (e).
- d. A maximum of 2 Secured Lot Keys and 2 Swipe Cards will be issued for each Lot on creation of the Strata Scheme.
- e. A maximum of only one Remote Control will be issued for each Owner's Car Space on creation of the Strata Scheme.
- f. Should the maximum number of Secured Lot Keys, Swipe Cards and/or Remote Controls be reached, then:
 - i. each additional Secured Lot Key must be purchased from the Approved Contractor; and
 - ii. each additional Swipe Card and/or Remote Control must be purchased from the Managing Agent.
- g. Owners, Occupiers and authorised persons to whom a Secured Lot Key, Remote Control and Swipe Card has been made available must:
 - i. take all reasonable measures to safeguard the Secured Lot Key, Remote Control and Swipe Card against loss, theft, cloning or damage;
 - ii. immediately notify the Building Manager if the Secured Lot Key, Remote Control or Swipe Card is lost, stolen, cloned or damaged; and
 - iii. immediately return the Secured Lot Key, Remote Control or Swipe Card to the Owners Corporation when requested by the Owners Corporation.
- h. Owners, Occupiers and authorised persons to whom a Secured Lot Key, Remote Control and Swipe Card has been made available must not:
 - i. duplicate, clone or copy the Secured Lot Key, Remote Control or Swipe Card; and
 - ii. give a Secured Lot Key, Remote Control or Swipe Card to someone who is not an Owner or an Occupier of the relevant Lot.
- i. Swipe Cards are not permitted to be programmed to enter or exit the car park.

38.2 Breach of By-Law

- a. The Owners Corporation may cancel the access functionality of a Remote Control or Swipe Card if it comes to the attention of the Building Manager or Owners Corporation that a Remote Control or Swipe Card is being used by an Unauthorised Person or otherwise not as allowed under these By-laws or in a way which threatens the security of the Strata Scheme.
- b. Any cancellation of access functionality will result in the Lot Owner being liable to purchase replacement Secured Lot Keys or Swipe Cards if the replacement exceeds the maximum available for that Lot.
- c. The Owners Corporation may install a new Barrel if it comes to the attention of the Building Manager or Owners Corporation that a Secured Lot Key is being used by an Unauthorised Person.
- d. An Owner or Occupier must indemnify the Owners Corporation for any costs it incurs as a result of the Owner or Occupier's breach of the terms of this by-law, including but not limited to replacement of the following:
 1. Barrel;
 2. Secured Lot Key;
 3. Remote Control;
 4. Swipe Card; and
 5. doors damaged by the installation of a lock, peep hole or locking system other than the original Barrel approved by the Owners Corporation.

By-Law 39

Hazards

39.1 Prevention of Hazards

An Occupier of a Lot must not do anything and ensure that its visitors will not do anything in the Lot, Common Property or any part of the Strata Scheme to create a hazard or danger to an Occupier of another Lot or any other person lawfully entering into the Building or using the Common Property.

By-Law 40

Liability of owners for all occupiers

- a. An Owner of a Lot is responsible for any breach of these By-laws by an Occupier of that Lot.
- b. Paragraph (a) in this By-law does not diminish or waive the liability of an Occupier for a breach of these By-laws.

By-Law 41

Third parties

41.1 Agreements with Third Parties

The Owners Corporation may by special resolution enter into agreements or deeds with any third party without seeking the prior consent of any Occupier for the following purposes:

- a. operation, maintenance, repair and replacement of any part of the Strata Scheme; or
- b. provision of amenities or services to one or more Lots, including but not limited to:
 - i. exterior surfaces window cleaning;
 - ii. waste removal; and
 - iii. supply of electricity, gas, telecommunication or other infrastructure services,

so long as it is in the Owners Corporation's reasonable opinion that the third party is a competent and skilled person for that work and such work or services are for the benefit of the Strata Scheme.

By-Law 42

Fire alarm call outs

- a. An Owner or Occupier must not by willful or negligent act or omission, do or permit anything to be done to cause any Fire Alarm to be activated where such activation of the Fire Alarm could have been prevented by such Owner or Occupier.
- b. The Owners Corporation is entitled to recover from an Owner or Occupier the Fire Alarm Costs paid by the Owners Corporation in relation to a breach of paragraph (a) of this by-law by an Owner or Occupier.
- c. The Owners Corporation may:
 - i. demand payment from an Owner or Occupier for any money outstanding under this by-law and recover this amount from the Owner or Occupier as a debt; and
 - ii. include reference to the debt on notices under section 109 of the Act.

By-Law 43

Compliance with approval conditions and environmental planning instruments

An Owner or Occupier shall not at any time breach or cause the Owners Corporation to be in breach of:

- a. any Approval condition including any condition in the Development Approval;
- b. any Environmental Planning Instrument; or
- c. any Law.

By-Law 44

Embedded networks by-law

44.1 Agreement for supply of Embedded Network Services

a. Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation of Embedded Networks in the Building for the supply of Embedded Network Services to Lots and Common Property and for the Strata Scheme generally.

b. Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

c. Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.

d. Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period:

- i. if the agreement appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period Restrictions, the agreement must be the subject of a motion for ratification by the Owners Corporation at the first annual general meeting; and
- ii. the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- iii. the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots (subject to any Law to the contrary);
- iv. the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if, when applicable, the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting; and
- v. the Owners Corporation may agree that if the appointment of the Embedded Network Supplier is not ratified by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

e. Agreements after the Initial Period

if the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- i. the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- ii. the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and
- iii. the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

f. What provisions must be included in an agreement

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

- i. the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- ii. the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network Supplier, if the agreement with the Embedded Network Supplier is terminated.

By-Law 45

Car wash bay

- a. An Occupier may use a Car Wash Bay to wash their Vehicle during the hours nominated by the Owners Corporation.
- b. When using a Car Wash Bay, an Occupier must:
 - i. not unreasonably obstruct the use of another Car Wash Bay or the Common Property or any Owner's Car Space;
 - ii. turn off all taps used and leave the Car Wash Bay clean and tidy;
 - iii. comply with all reasonable requirements of the Owners Corporation in relation to the use of Car Wash Bays; and
 - iv. not leave or park a Vehicle in a Car Wash Bay other than for the immediate purpose of washing that Vehicle.

By-Law 46

Car share scheme space

46.1 Your Obligations

An Occupier must not park or stand a Vehicle in, or in any way obstruct access to or the use of, a Car Share Scheme Space except when using the associated car share scheme Vehicle.

46.2 The Owner's Corporation Obligations

The Owners Corporation must:

- a. make the Car Share Scheme Spaces available to a car share scheme operator free of charge;
- b. allow customers of the car share scheme operator to access the Car Share Scheme Spaces;
- c. retain the Car Share Scheme Spaces as Common Property.

Special By-Law 47

Minor renovations

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- a. **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the *Strata Schemes Management Act 2015*, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- b. **Minor Renovations** means the works as set out in section 110(3) of the *Strata Schemes Management Act 2015* and regulation 28 of the *Strata Schemes Management Regulations 2016* as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the *Strata Schemes Management Act 2015*, excluding the following works:
 - i. installing or replacing wood or other hard floors; and
 - ii. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors.
- c. **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 94096.
- d. **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the *Strata Schemes Management Act 2015*.

1.2 In this by-law 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 2015*; and
- d. references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHTS

2.1 In addition to its powers under the *Strata Schemes Management Act 2015*, the Strata Committee shall have the power to exercise the Delegated Functions.

Special By-Law 48 : Awning – Lot 13

SECTION ONE – GENERAL

1.1 Type of by-law

This by-law is made in accordance with sections 108, 141 and 142 of the *Strata Schemes Management Act 2015* (NSW) and By-Law 24.

SECTION TWO – DEFINITIONS

1.2 Definitions

In this by-law, these terms (in any form) mean:

Authority means an authority of any kind and includes local government, semi-government and federal and state government authorities.

By-Law 24 means By-Law 24 – Carrying Out Building Works being within registered dealing no. AQ317088.

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

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

Lot, where used in this by-law, means lot 13.

Occupier means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

Owner means the owner for the time being of the Lot, including all future owners of the Lot, and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

Owners Corporation means the owners corporation created on registration of the Strata Plan.

Strata Plan means strata plan registered number 94096.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Work means the work described in Section Six: it includes all services, pipes, ducts and other items forming part of the Work.

SECTION THREE – CARRYING OUT THE WORK

1.3 Right to alter Common Property

The Owner has the right retrospectively to add to the Common Property, alter the Common Property or erect a new structure on Common Property for the purpose of improving or enhancing the Common Property, by carrying out the Work.

1.4 Carrying out the Work

When carrying out the Work, the Owner complied with By-Law 24 to the extent required for the Work.

1.5 Work must comply with Laws and requirements of Authorities

The completed Work complies with the requirements of all relevant Laws and Authorities and does not result in the Owners Corporation breaching any Law or the requirements of any Authority.

1.6 Access to Common Property

The Owner is authorised to access all relevant parts of the Common Property for the purpose of carrying out the Work.

1.7 Indemnity

The Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation:

- (a) in connection with the Work (including costs for approving the Work);
- (b) in connection with making this by-law; and
- (c) arising out of damage to property (including without limitation the Common Property) or injury to persons as a result of carrying out the Work or resulting from the Work once installed.

1.8 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform any obligation on the Owner in this by-law which the Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the same rate per annum as unpaid levies, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

1.9 Future alterations to the Work

The Owner must not make any alterations, additions or modifications to the Work, once installed, without the prior approval of the Owners Corporation.

SECTION FOUR – EXCLUSIVE USE AND SPECIAL PRIVILEGE

1.10 Owner's rights

To the extent the Work, when completed, is attached to or forms part of the Common Property and to the extent any services, pipes, ducts and other items forming part of the Work are attached to or installed in Common Property, The Owner has the exclusive use of, and special privilege to access, those parts of the Work which are attached to or form part of the Common Property.

SECTION FIVE – REPAIR AND MAINTENANCE

1.11 Owner's obligations

The Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those parts of the Work which are attached to or form part of the Common Property. The Owner will comply with any reasonable direction received from the Owners Corporation relating to the necessary renewal or replacement of the Work.

- 1.12** Any works performed by the Owner under clause 1.11 above, must be undertaken and certified by a licensed electrician and/or any other licensed tradesperson as required.

SECTION SIX – DESCRIPTION OF THE WORK

- 1.12** **The Work** included all associated works in accordance with the scope of works prepared by Australian Shutters & Blinds Pty Ltd trading as Paddington Shutters & Blinds dated 14 September 2020 attached to this by-law at Annexure "A" as installed on the ceiling of the balcony of the Lot and the underside of the balcony of the Lot with the fabric colour to be black only.

Annexure "A"

Paddington Shutters & Blinds

Australian Shutters & Blinds Pty Ltd
Established 1995

14th September 2020

Kate Gruber
8 Cowper Street
Glebe NSW 2037

Dear Kate,

Thank you for the opportunity to provide you with our revised quotation for the supply and installation of the following:

Location – Front Patio

1 x Helioshade Classic Awning (Australian Made)

[https://www.helioscreen.com.au/pdf/Helioshade CLASSIC Brochure 2013.pdf](https://www.helioscreen.com.au/pdf/Helioshade_CLASSIC_Brochure_2013.pdf)

4300mm wide x 2500mm Projection

Fabric – TBC from the Helio Range

100% Extruded Aluminium Tube

Extruded & Drop-Forged Articulated Folding Arms

Arms & Bars – Powder Coated / Colour Matt Black

"Multiflex" Power Band system providing Constant Fabric Tension

Aluminium, Rust Proof A2 Components, Including Die Cast Parts

Corrosion resistant - Chromed Aluminium Parts, Including all Screws, Nuts & Bolts

4 Tear Resistant Steel Cables within the Articulated Arms

Variable Pitch Setting 0 – 45 Degrees

Brackets – Top Fitted to Concrete

Beaufort Wind Scale - Category 6* - Equivalent to 20-27 Knot Winds or 40-50Km/hr

1 x Somfy RTS Motor – Left Hand Side Looking at Building

1 x Somfy RTS 1 Channel Remote Control Unit

1 x Somfy RTS Wind Sensor

Location – Upstairs Balcony

1 x Helioscreen HMX 130 External Motorised Roller Blinds (Australian Made)

[https://helioscreen.com.au/pdf/Helioscreen External Blinds Brochure.pdf](https://helioscreen.com.au/pdf/Helioscreen_External_Blinds_Brochure.pdf)

4300mm Wide x 2760mm Drop

Fabric – Serge / Colour Black

2 Piece Aluminium Head Box – 130mm x 150mm

Extruded Aluminium Tube

Stainless Steel 3.2mm / 316 Marine Grade Guide Wire Cables or Side Channels / TBC

Side Guide Wire Fixing Brackets – Type TBC

Extruded Aluminium Base Bar – Weighted / 34x 34mm

Base Rail & Head Box – Powder Coated / Colour Matt Black

1 x Somfy RTS Motor – Left Hand Side Looking at Building

1 x Somfy RTS 1 Channel Remote Control Unit

1 x Somfy RTS Wind Sensor

21 Frenchmans Road Randwick NSW 2031
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SP94096



**LAND
REGISTRY
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CONVEYANCING RULES Exemptions Form

Please accept this paper lodgment as it is an exemption to the electronic lodgment requirements. The reason has been indicated below.

This form must be lodged with every paper Required Dealing (as defined in the Conveyancing Rules Version 5)

Exclusions

- ☐ Folio of the Register is not Electronically Tradeable
- ☐ If an ELN is not available and has not been available for one clear Business Day.

Waivers

- ☐ CR 1/2018 – Non ELN-Enabled Jurisdictions. (For Mortgage transactions)

Non ELN-enabled Jurisdictions are currently Northern Territory, Tasmania and the Australian Capital Territory.

- ☐ CR 2/2018 – Non-Land Securities.

Refinance transactions involving non-land securities which cannot be lodged through an ELN may be lodged manually.

- ☐ CR 1/2020 – Certifications

This waiver applies to any National Mortgage Form lodged in paper signed on or before 30 June 2021.

- ☒ CR 1/2021 – Required dealing exceptions.

Waiver exception number: 23.1 (Insert the number which corresponds to exception relied on).

For a list of exceptions to the mandated dealings see:

https://www.registrargeneral.nsw.gov.au/data/assets/pdf_file/0006/967200/Conveyancing-Rules-Waiver-CR1-2021.pdf

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Sydney NSW 2000

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GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

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

| | |
|-----------------------------|--------------------------------------|
| Applicant: | INFOTRACK PTY LIMITED |
| Your reference: | 117738-11 |
| Address of property: | 5 Elger Street , GLEBE NSW 2037 |
| Owner: | THE OWNERS - STRATA PLAN NO 94096 |
| Description of land: | Lots 1-91 SP 94096, Lot 1 DP 1256277 |
| Certificate No.: | 2021338149 |
| Certificate Date: | 19/10/21 |
| Receipt No: | 0184150 |
| Fee: | \$53.00 |
| Paid: | 19/10/21 |

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

R1 General Residential – Sydney Local Environmental Plan (Glebe Affordable Housing Project) 2011

1. Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Home occupations; Horticulture

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home-based child care; Home industries; Home occupations (sex services); Hostels; Jetties; Markets; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shops; Shop top housing; Any other development not specified in item 2 or 4

4. Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industrial training facilities; Industries; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex service premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan – (Glebe Affordable Housing Project) 2011 – Published 1 July 2011 NSW Legislation Website.

This Plan aims to make local environmental planning provisions for certain land in Glebe generally in accordance with the relevant standard environmental planning instrument under section 33A of the Act.

Sydney Development Control Plan 2011 - Glebe Affordable Housing Project (commenced 01.07.2011)

This development control plan (DCP) applies to land covered by *Sydney Local Environmental Plan (Glebe Affordable Housing Project) 2011*

Leichhardt Development Control Plan 2000 (Adopted 18.04.2000, and in force 22.12.2000)

City of Sydney Contaminated Land Development Control Plan 2004 (in force on 28.06.2004) –

City of Sydney Access Development Control Plan 2004 (in force on 28.06.2004)

City of Sydney Convenience Store Development Control Plan 2004 (date of commencement – 24.09.2004)

City of Sydney Boarding Houses Development Control Plan 2004 (date of commencement – 12.01.2005)

City of Sydney Notification of Planning and Development Applications Development Control Plan 2005 (commenced 18.05.2005)

City of Sydney Child Care Centres Development Control Plan 2005 (commenced 10.10.2005)

City of Sydney Adult Entertainment and Sex Industry Premises Development Control Plan 2006 (commenced 18.04.06)

City of Sydney Heritage Development Control Plan 2006 (commenced 02.01.07)

City of Sydney Signage and Advertising Structures Development Control Plan 2005 (commenced 28.03.2005)

City of Sydney Visitor and Tourist Accommodation Development Control Plan 2006 (commenced 24.03.2006)

City of Sydney Telecommunications and Radiocommunications Development Control Plan 2006 (commenced 14.08.2006)

City of Sydney Late Night Trading Premises Development Control Plan 2007 (commenced 01.01.2008)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 1 – Development Standards

This policy makes development standards more flexible. It allows Council to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):
Is compatible with the desired amenity and visual character of an area, and
Provides effective communications in suitable locations, and
Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2003 and State Environmental Planning Policy No. 60 where these apply.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying

development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

| | |
|---|-----|
| ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. | NO |
| ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> . | NO |
| ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. | NO |
| ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> . | NO |
| ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area | NO |
| ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. | NO |
| ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. | NO |
| ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. | YES |
| ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. | NO |
| ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. | NO |
| ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. | NO |
| ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) | NO |
| ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. | NO |
| ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. | NO |
| ▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code) | NO |

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(7) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is** affected by the **City of Sydney Contaminated Land Development Control Plan 2004** adopted by the Council which may restrict the land if the potential for the risk of land contamination exists; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(7A) Flood related development controls information.

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls

| | |
|---|------------|
| Property is within the flood planning area | NO |
| Property is outside the flood planning area | YES |
| Property is within a buffer zone | NO |

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls

| | |
|---|------------|
| Property is between the flood planning area and probable maximum flood. | NO |
| Property is outside the flood planning area and probable maximum flood | YES |
| Property is within a buffer zone | NO |

- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain

Development Manual.

(8) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(9) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

| | |
|--|------------|
| <ul style="list-style-type: none"> Central Sydney Development Contributions Plan 2013 – in operation 9th July 2013 | NO |
| <ul style="list-style-type: none"> City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 | YES |
| <ul style="list-style-type: none"> Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 | NO |

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

19 October 2021

Infotrack Pty Limited

Reference number: 8001149416

Property address: U 12/5 Elger St Glebe NSW 2037

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

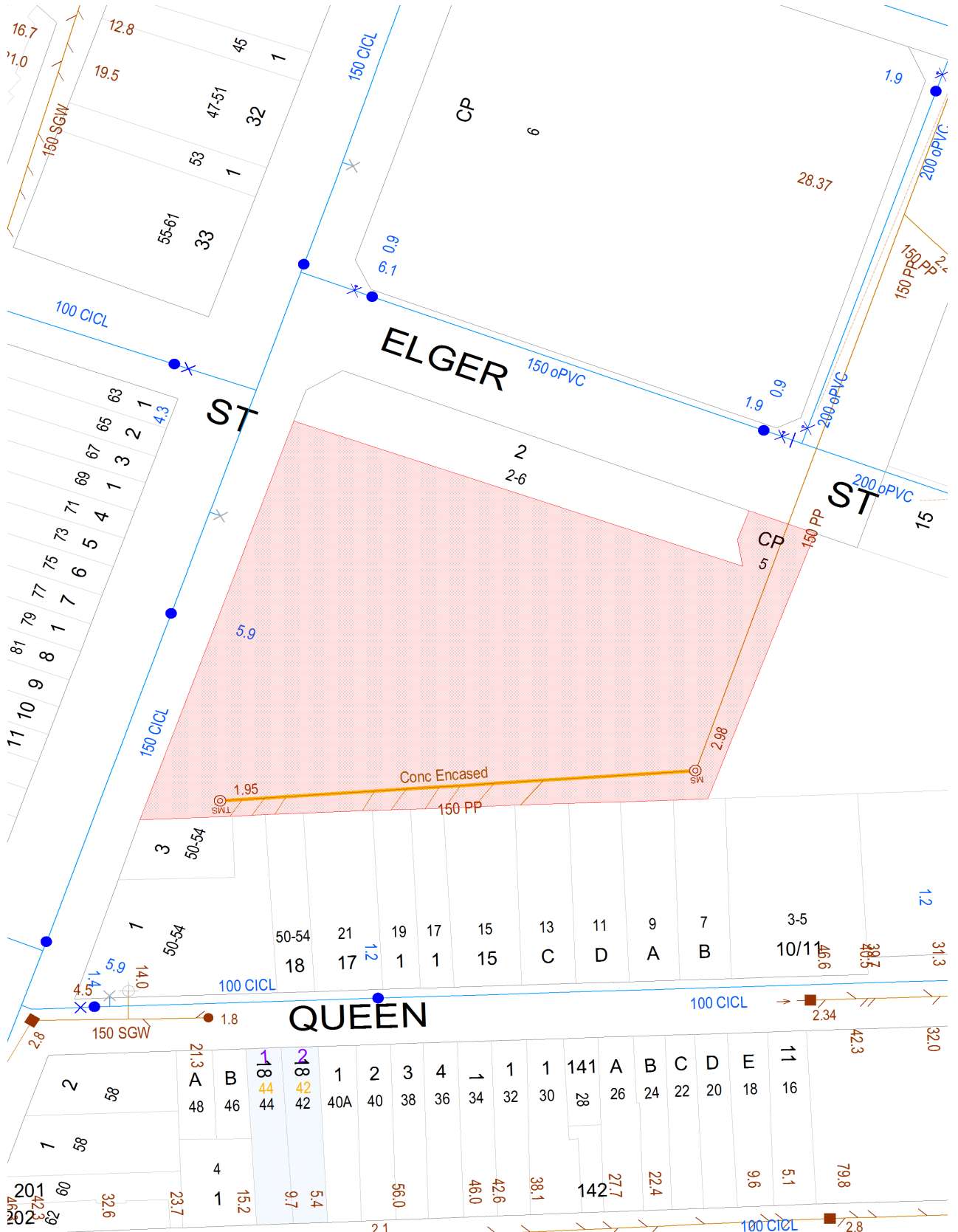
Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley
Manager Business Customers

Service Location Print

Application Number: 8001149454



Document generated at 19-10-2021 09:00:33 AM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

| Sewer | | Property Details | |
|--|--|--|--|
| Sewer Main (with flow arrow & size type text) | | Boundary Line | |
| Disused Main | | Easement Line | |
| Rising Main | | House Number | |
| Maintenance Hole (with upstream depth to invert) | | Lot Number | |
| Sub-surface chamber | | Proposed Land | |
| Maintenance Hole with Overflow chamber | | Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit) | |
| Ventshaft EDUCT | | | |
| Ventshaft INDUCT | | | |
| Property Connection Point (with chainage to downstream MH) | | | |
| Concrete Encased Section | | | |
| Terminal Maintenance Shaft | | | |
| Maintenance Shaft | | | |
| Rodding Point | | | |
| Lamphole | | | |
| Vertical | | | |
| Pumping Station | | | |
| Sewer Rehabilitation | | | |
| Pressure Sewer | | Water | |
| Pressure Sewer Main | | WaterMain - Potable (with size type text) | |
| Pump Unit (Alarm, Electrical Cable, Pump Unit) | | Disconnected Main - Potable | |
| Property Valve Boundary Assembly | | Proposed Main - Potable | |
| Stop Valve | | Water Main - Recycled | |
| Reducer / Taper | | Special Supply Conditions - Potable | |
| Flushing Point | | Special Supply Conditions - Recycled | |
| Vacuum Sewer | | Restrained Joints - Potable | |
| Pressure Sewer Main | | Restrained Joints - Recycled | |
| Division Valve | | Hydrant | |
| Vacuum Chamber | | Maintenance Hole | |
| Clean Out Point | | Stop Valve | |
| Stormwater | | Stop Valve with By-pass | |
| Stormwater Pipe | | Stop Valve with Tapers | |
| Stormwater Channel | | Closed Stop Valve | |
| Stormwater Gully | | Air Valve | |
| Stormwater Maintenance Hole | | Valve | |
| | | Scour | |
| | | Reducer / Taper | |
| | | Vertical Bends | |
| | | Reservoir | |
| | | Recycled Water is shown as per Potable above. Colour as indicated | |
| | | Private Mains | |
| | | Potable Water Main | |
| | | Recycled Water Main | |
| | | Sewer Main | |
| | | Symbols for Private Mains shown grey | |

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Pipe Types

| | | | |
|----------------|------------------------------------|----------------|---|
| ABS | Acrylonitrile Butadiene Styrene | AC | Asbestos Cement |
| BRICK | Brick | CI | Cast Iron |
| CICL | Cast Iron Cement Lined | CONC | Concrete |
| COPPER | Copper | DI | Ductile Iron |
| DICL | Ductile Iron Cement (mortar) Lined | DIPL | Ductile Iron Polymeric Lined |
| EW | Earthenware | FIBG | Fibreglass |
| FL BAR | Forged Locking Bar | GI | Galvanised Iron |
| GRP | Glass Reinforced Plastics | HDPE | High Density Polyethylene |
| MS | Mild Steel | MSCL | Mild Steel Cement Lined |
| PE | Polyethylene | PC | Polymer Concrete |
| PP | Polypropylene | PVC | Polyvinylchloride |
| PVC - M | Polyvinylchloride, Modified | PVC - O | Polyvinylchloride, Oriented |
| PVC - U | Polyvinylchloride, Unplasticised | RC | Reinforced Concrete |
| RC-PL | Reinforced Concrete Plastics Lined | S | Steel |
| SCL | Steel Cement (mortar) Lined | SCL IBL | Steel Cement Lined Internal Bitumen Lined |
| SGW | Salt Glazed Ware | SPL | Steel Polymeric Lined |
| SS | Stainless Steel | STONE | Stone |
| VC | Vitrified Clay | WI | Wrought Iron |
| WS | Woodstave | | |

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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