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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**Sydney Residential Metro** **Ground Floor, 333 Sussex Street, Sydney NSW 2000** **Email: paul@srmetro.com.au**	**Phone: 9283 2832** **Fax: 9283 7660** **Ref: Paul Ding**
co-agent		
vendor	**Martin Kuek and Alisha Trinh**	
vendor's solicitor	**Success Conveyancing Services** **Level 5, Sun Tower, Suite 18, 591 George Street, Sydney NSW 2000** **PO Box K8, Haymarket NSW 1240** **Email: kathy@successconveyancing.com.au**	**Phone: 9281 0733** **Fax: 9281 0794** **Ref: KL:19063**
date for completion	**35 days after the date of this contract** (clause 15)	
land (address, plan details and title reference)	**Unit 66, 308 Pitt Street, Sydney NSW 2000** **Lot 66 in Strata Plan 51077** **Folio Identifier 66/SP51077**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor

price **$**

deposit **$** _____ (10% of the price, unless otherwise stated)

balance **$**

contract date (if not stated, the date this contract was made)

buyer's agent

vendor _____ **witness** _____

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
Proposed *electronic transaction* (clause 30)	☐ no	☐ YES

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 58

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

Bright & Duggan
P.O.Box 281, Crows Nest NSW 1585
Email: customercare@bright-duggan.com.au
Tel: 02 9902 7100

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

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

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.**

2. **The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**

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.**

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DISPUTES

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

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**NSW Fair Trading**
Council	**NSW Public Works Advisory**
County Council	**Office of Environment and Heritage**
Department of Planning and Environment	**Owner of adjoining land**
Department of Primary Industries	**Privacy**
East Australian Pipeline Limited	**Roads and Maritime Services**
Electricity and gas	**Subsidence Advisory NSW**
Land & Housing Corporation	**Telecommunications**
Local Land Services	**Transport for NSW**
NSW Department of Education	**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 stamp 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.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

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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 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.

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7 Claims by purchaser

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;

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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

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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 an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment.*

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.

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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 lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
- *remittance amount* payable;
- *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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

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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*.

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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 not disclosed in this contract; or
- 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 substantially disadvantages the purchaser and is not disclosed in this contract; or

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23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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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.

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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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not 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.

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30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only 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 *Lodgement 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*;

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; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

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.

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ADDITIONAL C O N D I T I O N S

32. The Purchaser warrants that he or she was not introduced to the Vendor or to the property by any agent other than the agent named in this contract. The Purchaser agrees to indemnify the Vendor against any commission which may be payable by the Vendor to any other agent in respect of any such introduction. This provision shall not merge on completion of this Agreement.

33. The Purchaser acknowledges that the property and the Inclusions are sold in their present condition and state of repair. The Purchaser cannot make any claim for compensation if any infestation or dilapidation as regards to the Improvements and Inclusions in this Agreement. The Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property sold.

34. The Purchaser acknowledges that the provisions of the Contract constitute the full and complete understanding between the parties and that there is no other promise, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of the Contract or binding on the parties to this respect and to any of the matters to which this Contract relates.

35. The parties agree that fourteen (14) days is an adequate period for any notice under Clause 15, in which time is of the essence.

36. If completion does not occur by the completion date which is not the fault of the Vendor, the Purchaser agrees, as an essential term of this Contract, to pay the Vendor at actual completion the unpaid price together with interest of ten per centum (10%) per annum commencing from the completion date to and including the actual completion date. This provision shall not merge or extinguish on any termination of the Contract by the Vendor.

    (a) Further to clause 35 the Purchaser shall on completion pay the vendor the sum of $275.00 (inclusive of GST) being the costs and expenses associated with the preparation and service of the Notice to Complete.

37. If a party is a natural person (if more than one person either one of them) dies or incapable of administering his or her estate or declared bankrupt, then either party may rescind this Agreement and Clause 19 shall apply.

38. If a party before completion goes into liquidation or has an official manager or receiver appointed, then either party may rescind this Agreement and Clause 19 shall apply.

39. The Purchaser authorizes the depositholder to pay all or part of the deposit herein, as required, to the vendor's solicitor or as they may direct to be applied as a deposit or balance payable by the vendor for the purchase of another property together with the stamp duty incurred.

40. Notwithstanding anything to the contrary herein contained the parties expressly agree that any claim for compensation, whether under Clause 7 of the printed condition or otherwise, shall be deemed to be an objection or requisition for the purpose of the printed condition hereof.

41. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

42. If the Purchaser fails to serve the Transfer within the time limit of Clause 4.1 of the standard printed condition, the Purchaser agrees to pay to the Vendor by way of adjustment at completion the sum of $110.00 (GST inclusive) to cover the cost of arranging execution of the Transfer with short notice.

43. The standard printed conditions are amended as follows:

    (a) Clauses 10.1.8 and 10.1.9 – delete the word "substance" and substitute the word "existence".

    (b) Clause 14.4 Amended by deleting the clause 14.4 and replacing it with the following clause:

        "The parties must adjust surcharge land tax and any other land tax for the current year at the adjustment date by adjusting the amount actually payable by the Vendor on the property without any threshold"

    (c) Clause 16.5- delete the words "plus another 20% of that fee".

    (d) Clause 16.8 be deleted.

    (e) Clause 23.5.2- delete words "but is disclosed in this contract".

    (f) Clause 23.9.1 Amended "1% " to "5%"

    (g) Clause 23.9.4 be deleted.

    (h) Clause 23.13 & 23.14. Amended "7 days" to "3 days".

    (i) Clause 23.17 be deleted.

    (j) Clause 24.1 be deleted.

    (k) Clause 24.3.1 and 24.3.3 be deleted.

    (l) Clause 23.6.1- delete words ", even if it is payable by instalments;"

    (m) Clause 25 be deleted.

    (n) Clause 31.4 Amended "7 days" to "2 days"

44. If the Purchaser is a corporation the Purchaser will procure a personal guarantee from the directors of the corporation to guarantee the due performance of the Purchaser's obligation under the Contract. Failure by the Purchaser to comply with this clause shall constitute a breach of an essential term entitling the Vendor to terminate the Contract.

45. If the Vendor accepts a bond or guarantee for the deposit. The Purchaser agrees to guarantee the performance of the Guarantor who issued the bond or guarantee. In the event that the Vendor has the right to terminate this Contract and the Guarantor fails to pay the guaranteed amount indicated in the bond or guarantee, the Purchaser agrees to pay the guaranteed amount to the Vendor within three (3) days after notification from the Vendor's solicitor.

46. The parties agree that the Vendor's obligation to answer any requisitions under Clause 5 of the standard printed form condition shall in the standard **Form 800 Requisitions on Title by Australian Law Stationers Pty Ltd** for strata and community titled property or standard **Form 825 Requisitions on Title by Australian Law Stationers Pty Ltd** for a residential property, a copy of which is attached as Annexure "A" and is deemed have been served at the date of the contract.

47. Notwithstanding the deposit shown on the front page of the Contract, the Vendor agrees to exchange on a reduced deposit of $ and /or % of the price and relies on Clause 9 of the Contract.

48. If a settlement is arranged between the parties but it subsequently cancelled due to the default of the Purchase or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $165.00 (GST inclusive) on each cancellation of settlement, to cover extra agency costs and other expenses incurred as a consequence of the delay.

49. If the completion is not occurred in according with the contract for sale through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this Contract, the purchaser must pay in addition of $110.00 (GST inclusive) on settlement, to the vendor's conveyancer for each cancellation of settlement.

50. Should the tenants referred to this contract:

    a. Give notice to vacant the property before or after exchange of contract; and/or
    b. Vacate the property prior to the completion; then

    The purchaser shall not make any objection requisition or claim for the compensation nor require the Vendor to relet the property and shall accept the property with Vacant Possession.

51. Notwithstanding any other provisions in this Contract, the parties agreed that if a contribution which is not a regular periodic contribution (special levies) levied

before the Contract date, the Purchaser is responsible to pay all instalments of the special levies.

GUARANTOR

1. Should the Purchaser be a Company, then no less than two (2) persons whose names and addresses are set out hereunder (herein called "**the Guarantor**") at least one of whom shall be a Director of the Purchaser) shall give the guarantee as herein provided and the Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract.

2. The Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of the Purchaser's obligations under this Contract.

3. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from and any expenses incurred in connection with, a breach by the Purchaser of this Contract. It is not necessary for the Vendor to incur expense or make payment before enforcing that right of indemnity.

4. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from and any expenses incurred in connection with a representation or warranty by the Purchaser in this Contract being incorrect or misleading.

5. The Guarantor waives any right it has of first requiring the Vendor to commence proceedings or enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.

6. The liabilities of the Guarantor under this Clause as a guarantor, indemnifier or principal debtor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to , one or more of the following:

    a) The Vendor granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
    b) Acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
    c) Any novation of a right of the Vendor;
    d) Any variation of this Contract; or
    e) The invalidity or unenforceability of any obligation or liability of a person other than the Guarantor.

7. The Guarantor may not, without the consent of the Vendor:

    a) Raise a set-off or counterclaim available to it of the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity;
    b) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit or any security or guarantee held by the Vendor in connection with this Contract; or

c) Prove in competition with the Vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay the Purchaser's debts when they fall due.

8. If a claim that a payment or transfer to the Vendor in connection with this Contract or this guarantee and indemnity if void or voidable (including, but not limited to, a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or compromised then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment or transfer had not occurred.
9. This Clause is an essential term of this Contract.

…….	…….
Name of Guarantor	**Name of Guarantor**
…….	…….
……	…….
Address of Guarantor	**Address of Guarantor**

SIGNED by the Guarantors)

in the presence of:) ……..

)

) …….

……)

CERTIFICATE UNDER SECTION 66W

RE:_____(Hereinafter called "the Purchasers")

AND:_____(Hereinafter called "the Vendors")

PROPERTY:_____

I,_____of_____CERTIFY

As follows:-

(a) I am a Solicitor/Conveyancer currently admitted to practise in New South Wales.

(b) I am giving this Certificate in accordance with Section 66W of the Conveyancing
Act 1919 with reference to a Contract for Sale of the abovementioned property from the Vendors to the Purchasers in order that there is no cooling off period in relation to that Contract.

(c) I do not act for the Vendors and am not employed in the legal practice of a Solicitor/Conveyancer acting for the Vendors nor am I a member or employee of a firm which a Solicitor/Conveyancer acting for the Vendors is a member or employee.

(d) I have explained to the Purchaser :-

(i) the nature of this Certificate;

(ii) the effect of the contract;

(iii) the effect of giving this certificate to the Vendors is that there is no cooling off period in relation to that Contract.

(iv) the Purchaser indicated the understanding of this Certificate and approved the issuing of same.

Dated this_____day of_____20

_____

Form 800 **STRATA TITLE**

From ..... *Purchasers Solicitor*

To ..... *Vendors Solicitor*

Date:.....

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From .....

Property .....

In these Requisitions:-

(a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
(b) "the Act" means the Strata Schemes Management Act 1996.
(c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
(d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
(e) "parcel" means land, improvements and fixtures.
(f) "land" means the land only.
(g) "improvements" means improvements and fixtures.
(h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

	REQUISITIONS	RESPONSE
1.	The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2.	The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3.	The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4.	Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5.	Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6.	If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7.	The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.	
8.	If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

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REQUISITIONS	RESPONSE
9. If the sale of the property is subject to an existing tenancy:- (a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) Has there been any breach of the lease in which case such breach must be remedied before completion. (c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) The lease (stamped) and, if necessary, registered should he handed over to the Purchaser on completion. (e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
10. If the lot is sold "off-the-plan":- (a) The Vendor must provide the Purchaser before completion with:- (i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004? (d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act? (e) The Vendor must comply with Clause 28 before completion.	
11. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt. (b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
12. If the Transfer will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Please provide written evidence of its non-revocation.	
13. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?	
14. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 - 23.7 inclusive and the Vendor must comply with Clause 16.6	
15. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bush-fire-prone land? if so, please give full details.	

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REQUISITIONS	RESPONSE
16. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
17. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
18. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
19. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
20. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
21. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
22. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
23. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
24. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
25. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
26. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	
27. If a Swimming Pool is included in the parcel:- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
28. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	

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REQUISITIONS	RESPONSE
29. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
30. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
31. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
32. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
33. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
34. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
35. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
36. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
37. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
38. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
39. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

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.....
Solicitor for Vendor

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 66/SP51077

SEARCH DATE	TIME	EDITION NO	DATE
21/3/2019	1:49 PM	7	23/10/2017

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

LAND

LOT 66 IN STRATA PLAN 51077
AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

MARTIN KUEK
ALISHA TRINH
AS JOINT TENANTS (T AI321953)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP51077
2 SP51077 RESTRICTION(S) ON THE USE OF LAND
3 AM826309 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 21/3/2019

* 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.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP51077

SEARCH DATE	TIME	EDITION NO	DATE
21/3/2019	1:49 PM	16	1/6/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 51077 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST LAWRENCE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP51077

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 51077
ADDRESS FOR SERVICE OF DOCUMENTS:
304-308 PITT ST
SYDNEY 2000

SECOND SCHEDULE (8 NOTIFICATIONS)

1		RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2	DP265868	EASEMENT FOR OVERHANGING EAVE AND GUTTER 0.2 WIDE (LIMITED IN HEIGHT AND DEPTH) APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP265868
3	SP51077	RESTRICTION(S) ON THE USE OF LAND
4	7164994	ORDER OF COURT
5	AM764996	INITIAL PERIOD EXPIRED
6	AN386604	CONSOLIDATION OF REGISTERED BY-LAWS
* 7	AN875493	EASEMENT FOR SAFETY STRUCTURE AFFECTING THE PART(S) DESIGNATED E1-2 & E2-2 IN PLANS WITH AN875493
* 8	AN875492	EASEMENT FOR SAFETY STRUCTURE AFFECTING THE PART DESIGNATED (A) IN DP1248511

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 51077

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	61	2	54	3	61	4	62
5	53	6	55	7	56	8	64
9	54	10	56	11	56	12	66
13	59	14	61	15	63	16	67
17	60	18	62	19	64	20	68
21	61	22	64	23	65	24	68

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP51077 PAGE 2

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

STRATA PLAN 51077

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	60	26	66	27	66	28	69
29	60	30	66	31	67	32	69
33	63	34	66	35	67	36	70
37	63	38	66	39	68	40	72
41	64	42	69	43	70	44	72
45	65	46	69	47	76	48	79
49	SP80391	50	72	51	77	52	79
53	68	54	73	55	78	56	81
57	68	58	72	59	77	60	80
61	68	62	72	63	80	64	84
65	69	66	75	67	80	68	SP80391
69	97	70	103	71	89	72	101
73	106	74	84	75	99	76	111
77	89	78	100	79	111	80	86
81	102	82	113	83	89	84	103
85	115	86	99	87	105	88	113
89	94	90	107	91	120	92	98
93	108	94	120	95	102	96	109
97	121	98	102	99	110	100	121
101	104	102	110	103	128	104	104
105	114	106	128	107	107	108	119
109	131	110	109	111	125	112	148
113	112	114	SP52535	115	177	116	116
117	96						

STRATA PLAN 52535

LOT	ENT
118	160

STRATA PLAN 80391

LOT	ENT	LOT	ENT
118	66	119	84

NOTATIONS

DP1248511 NOTE: PLAN OF ACQUISITION OF EASEMENTS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA PLAN 51077

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 842514

LGA : SYDNEY

Locality : SYDNEY

Parish : ST. LAWRENCE

County : CUMBERLAND

Reduction Ratio 1: 300

Lengths are in metres

Registered : 18-10-1995

C.A. : N. 32/95 OF 16-10-95

Purpose : STRATA PLAN

Ref. Map : U1845-1344*

Last Plan : DP842514

Y 1 1 7 W 2 4 N

COUNCIL'S CERTIFICATE

SYDNEY CITY COUNCIL (Name of Council)

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

* strata plan
* ~~association~~ plan of subdivision

illustrated hereon

*Council does not object to the encroachment of the building beyond the alignment of PITT STREET

*This approval is given on the condition that the(s)

~~plans subject to the restriction on user referred to in section 28 of the Strata Titles Act, 1973.~~

Date 16 October 1995

Subdivision No 32/95

D. Longhurst

General Manager/Authorised Person

*Complete, or delete if inapplicable

SURVEYOR'S CERTIFICATE

I, ROBERT A. PIKE

of JOHN B. WHITE PTY. LTD. A.C.N 001 149 373

a surveyor registered under the Surveyors Act 1929, hereby certify that

(1) each applicable requirement of Schedule 1A to the Strata Titles Act 1973 has been met.

(2) *(a) the building encroaches on a public place*

*(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate easement ..... has been created by registered *

to be created under section 88B of the Conveyancing Act 1919

(3) the survey information recorded in any accompanying location plan is accurate.

Signature: R.A. Pike

Date: 12-9-1995

* Delete if inapplicable

* State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 24 sheets.

Name of, and *address for service of notices on, the body corporate

*Address required on original strata plan only.

THE PROPRIETORS STRATA PLAN Nº 51077

Nº 304 - 308 PITT ST. SYDNEY 2000

Signatures, seals and statements of Intention to create easements, restrictions on the use of land or positive covenants.

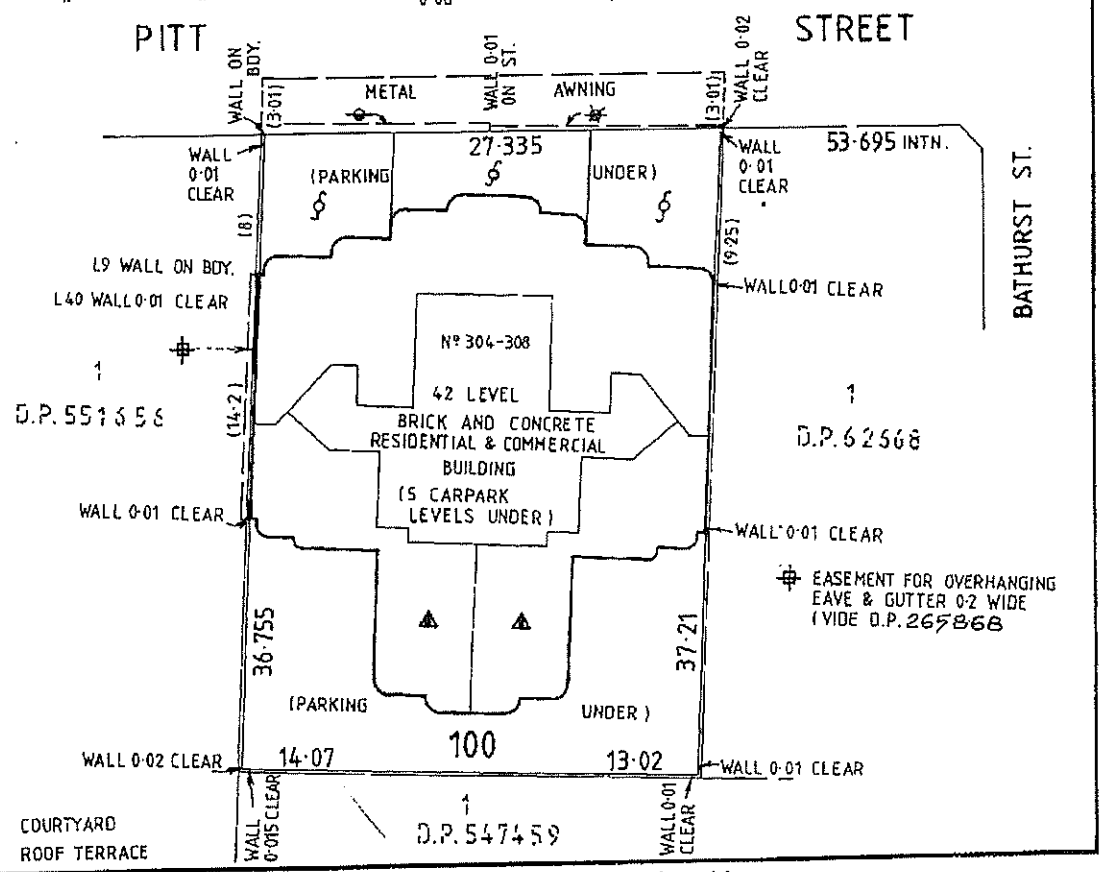
PURSUANT TO SECTION 88 B OF THE CONVEYANCING ACT, 1919, AND SECTION 7 (3) OF THE STRATA TITLES ACT, 1973, IT IS INTENDED TO CREATE :-

1. RESTRICTION ON USE OF LAND.

SECRETARY

ARCHITECTURAL EMELISHMENT OVERHANGS UP TO 0·28 OVER ALIGNMENT.

" " " " 0·08 " "



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 118716

96 /Req:K612096 /Doc:SP 0051077 P /Rev:10-Nov-1995 /Sts:OK.OK /Prt:02-Sep-2003 12:31 /Pgs:ALL /Seq:1 of 24
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FORM 2

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Sheet No. 2 of 24 Sheets

STRATA PLAN 51077

SCHEDULE OF UNIT ENTITLEMENT

LOT Nº	U.E.
1	61
2	54
3	61
4	62
5	53
6	55
7	56
8	64
9	54
10	56
11	56
12	66
13	59
14	61
15	63
16	67
17	60
18	62
19	64
20	68
21	61
22	64
23	65
24	68
25	60

LOT Nº	U.E.
26	66
27	66
28	69
29	60
30	66
31	67
32	69
33	63
34	66
35	67
36	70
37	63
38	66
39	68
40	72
41	64
42	69
43	70
44	72
45	65
46	69
47	76
48	79
49	66
50	72

LOT Nº	U.E.
51	77
52	79
53	68
54	73
55	78
56	81
57	68
58	72
59	77
60	80
61	68
62	72
63	80
64	84
65	69
66	75
67	80
68	84
69	97
70	103
71	89
72	101
73	106
74	84
75	99

LOT Nº	U.E.
76	111
77	89
78	100
79	111
80	86
81	102
82	113
83	89
84	103
85	115
86	99
87	105
88	113
89	94
90	107
91	120
92	98
93	108
94	120
95	102
96	109
97	121
98	102
99	110
100	121

LOT Nº	U.E.
101	104
102	110
103	128
104	104
105	114
106	128
107	107
108	119
109	131
110	109
111	125
112	148
113	112
114	160
115	177
116	116
117	96
AGG.	10,000

*OFFICE USE ONLY

Reduction Ratio 1:

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 118716

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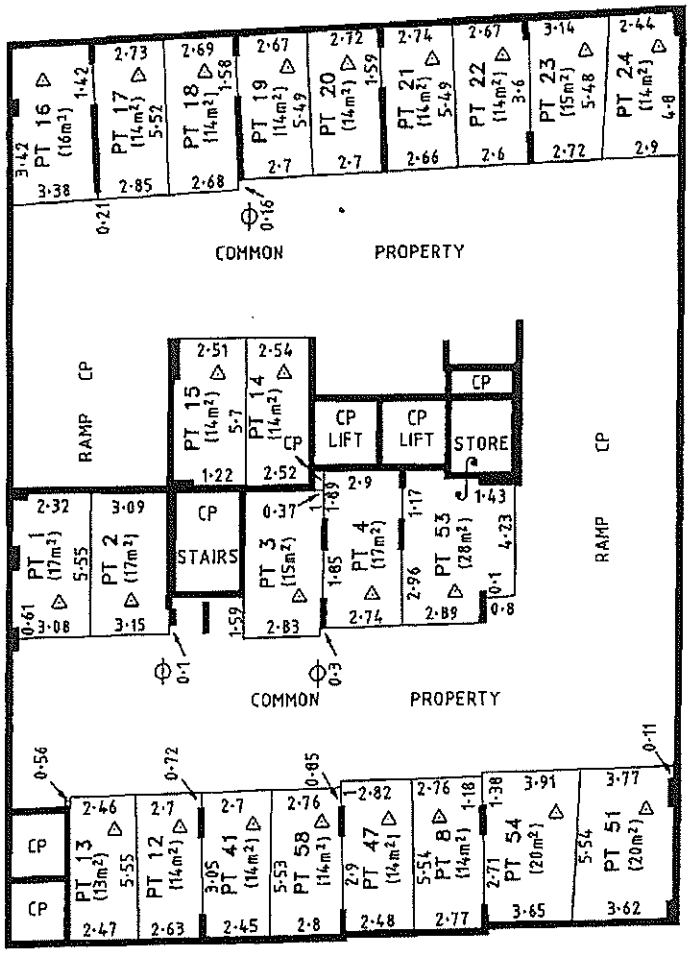
FORM 2

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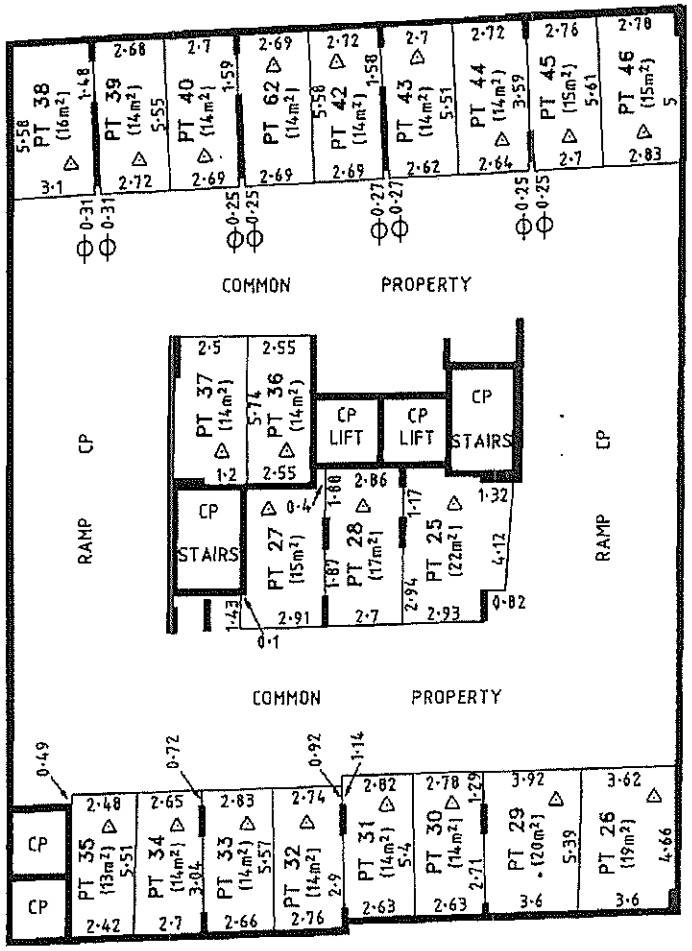
Sheet No. 3 of 24 Sheets

STRATA PLAN 51077

LEVEL 1 PARKING



LEVEL 2 PARKING



DENOTES 90°
DENOTES LINE OF FACE OF COLUMN
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE

△ RESTRICTION ON USE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

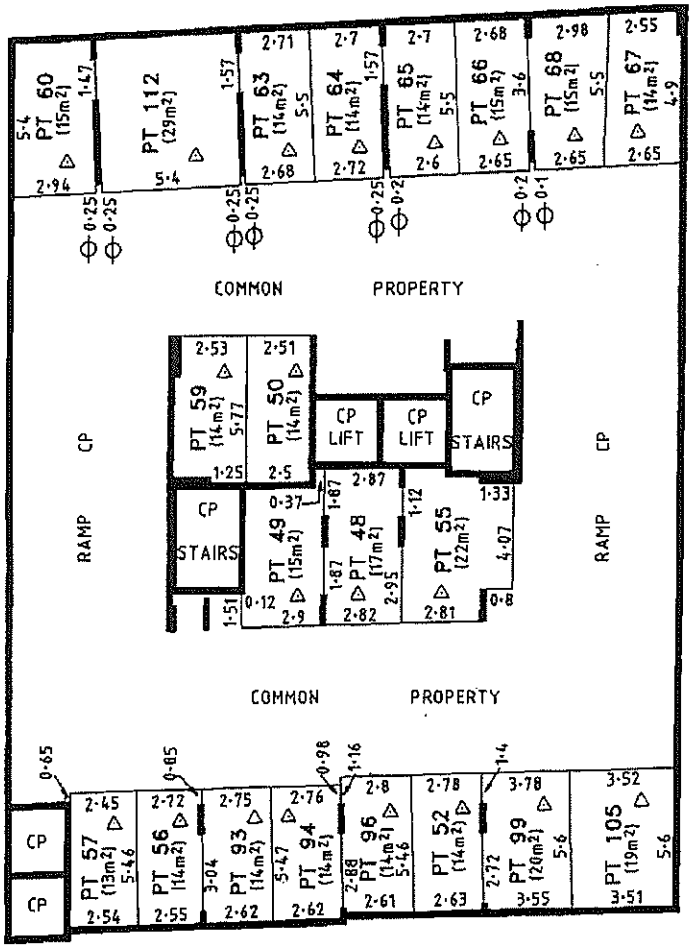
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*OFFICE USE ONLY

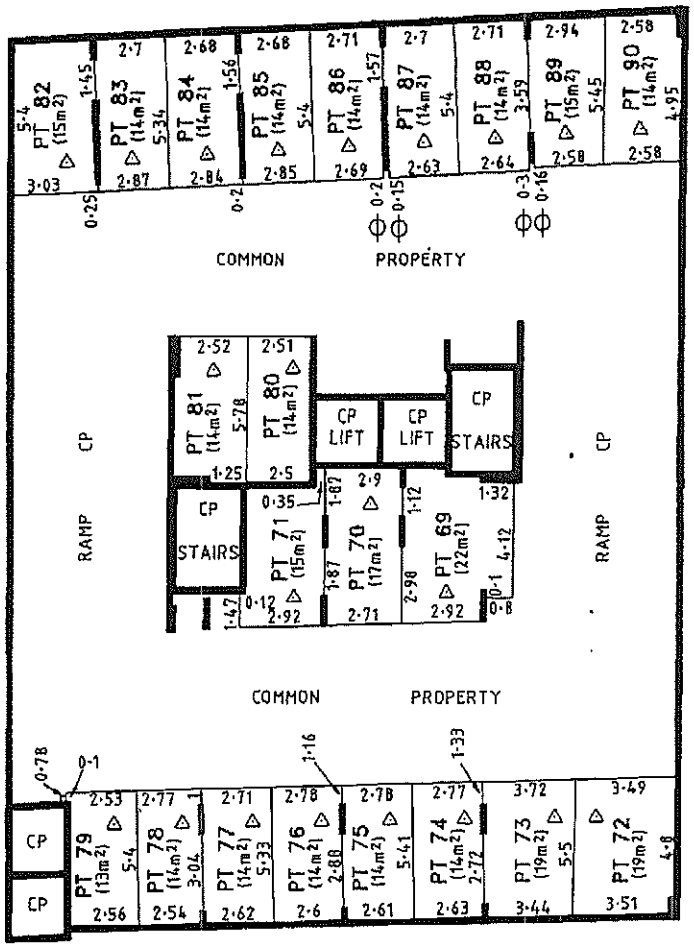
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STRATA PLAN 51077

LEVEL 3 PARKING



LEVEL 4 PARKING



DENOTES 90°
DENOTES LINE OF FACE OF COLUMN
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

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

△ RESTRICTION ON USE

Reduction Ratio 1: 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

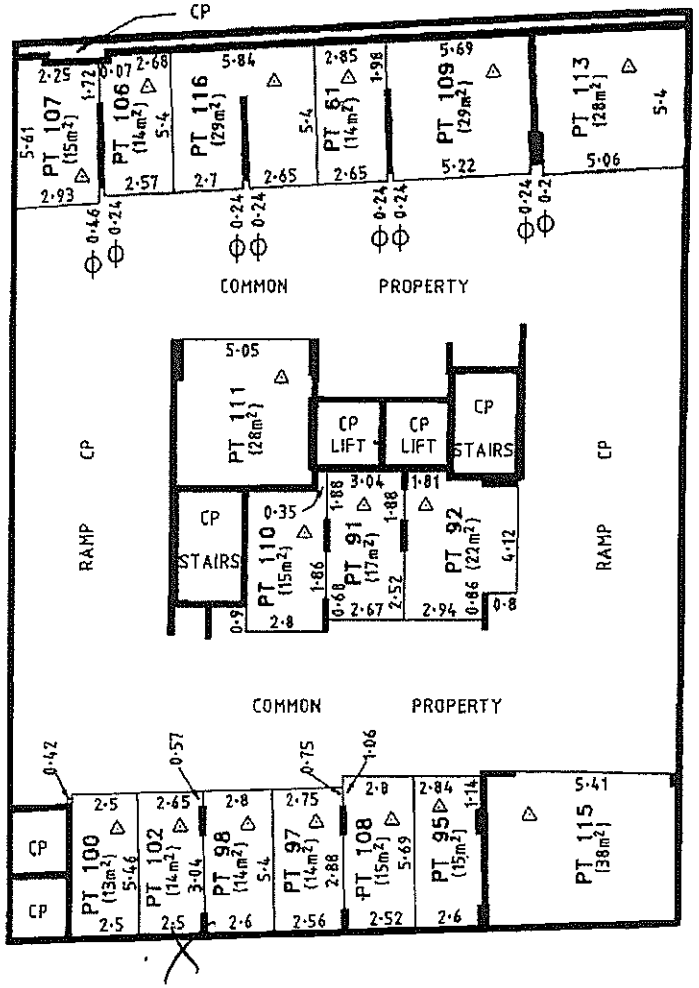
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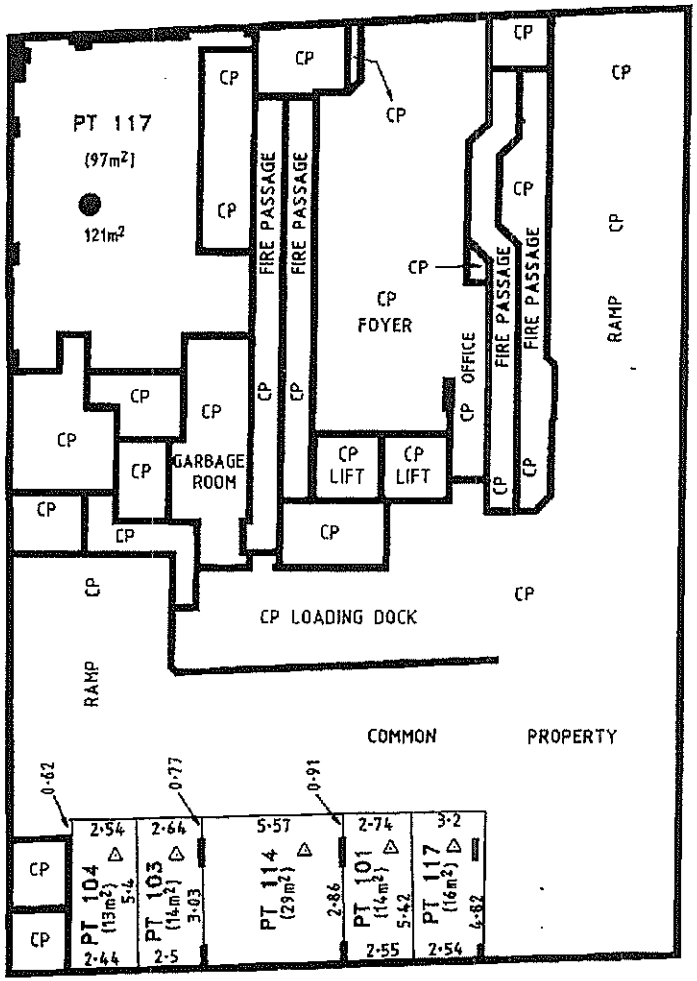
STRATA PLAN 51077

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LEVEL 5 PARKING



LEVEL 6 (RETAIL & PARKING)



L DENOTES 90°

⌀ DENOTES LINE OF FACE OF COLUMN

CP DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE

△ RESTRICTION ON USE

Reduction Ratio 1: 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 118716

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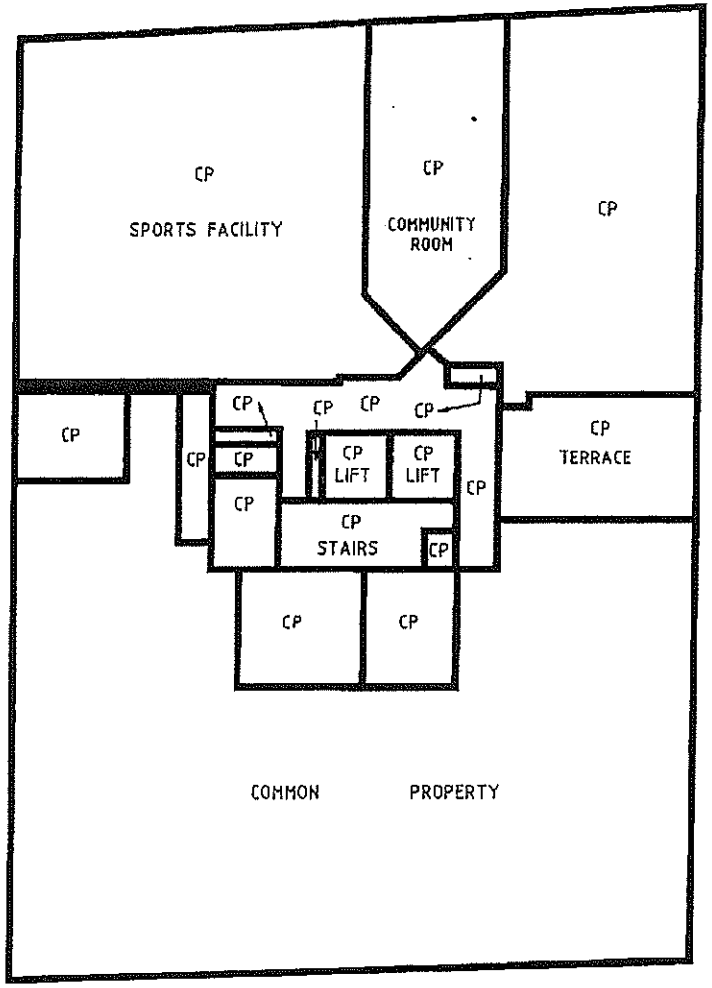
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STRATA PLAN 51077

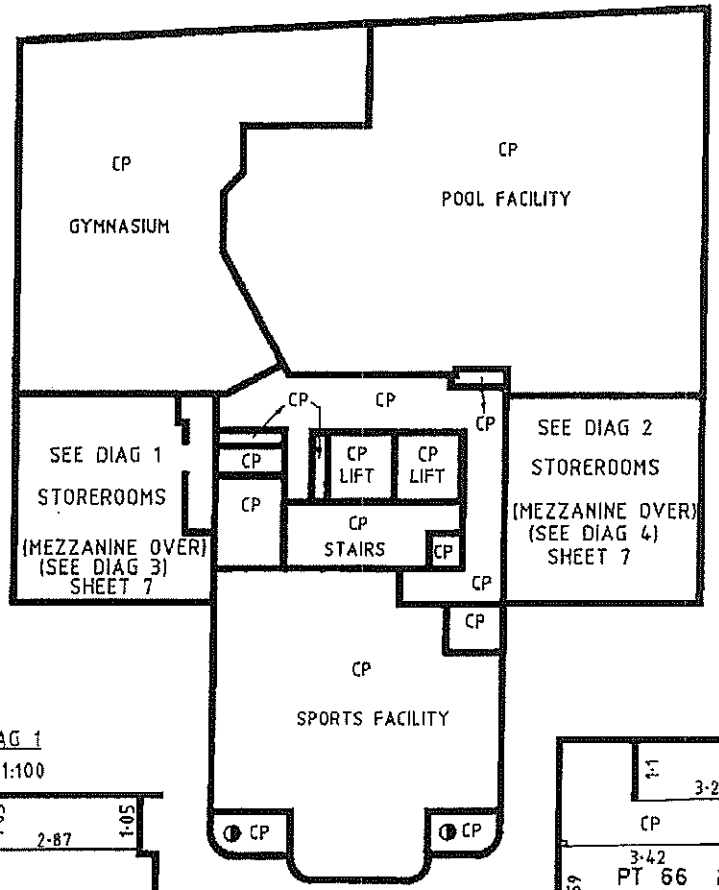
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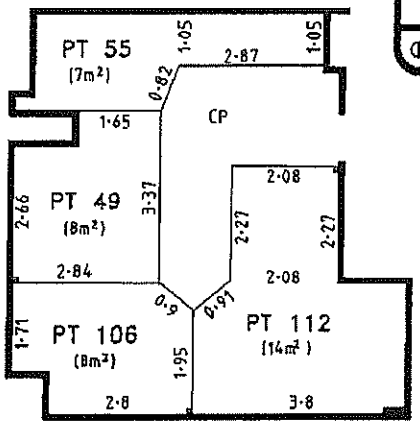
LEVEL 7



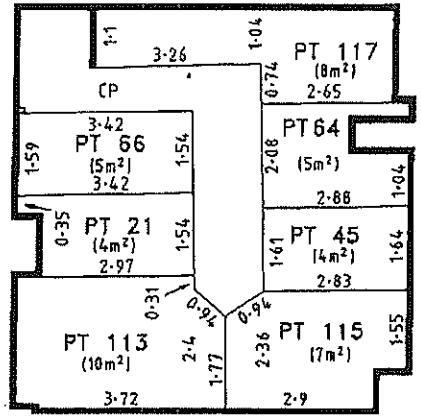
LEVEL 8



DIAG 1
RR 1:100



DIAG 2
RR 1:100



DENOTES 90°
DENOTES STOREROOM
DENOTES BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE 118716

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STRATA PLAN 51077

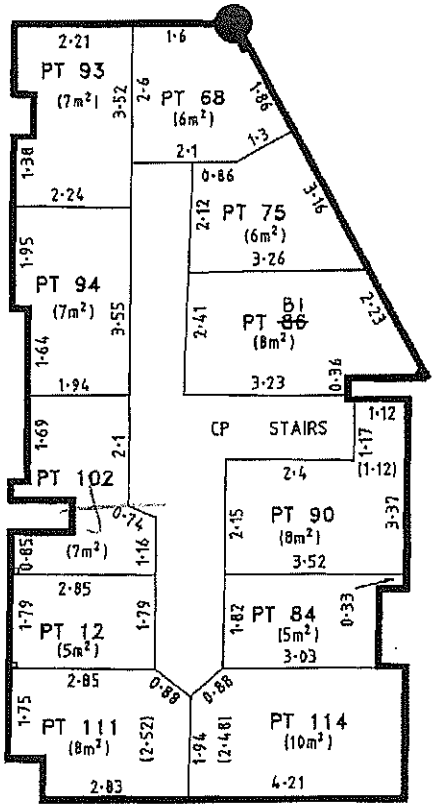
*OFFICE USE ONLY

LOT N° AMENDED ON PLAN IN LTO - VIDE AM 110 AC 7.11.1995

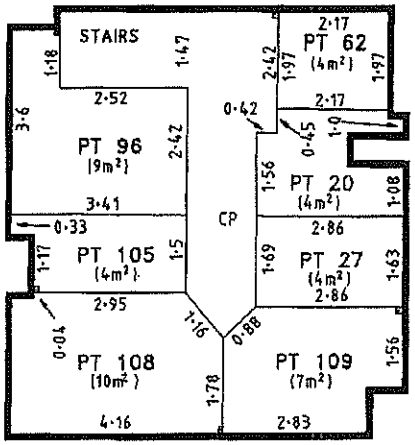
LEVEL 8A MEZZANINE

STORE ROOMS

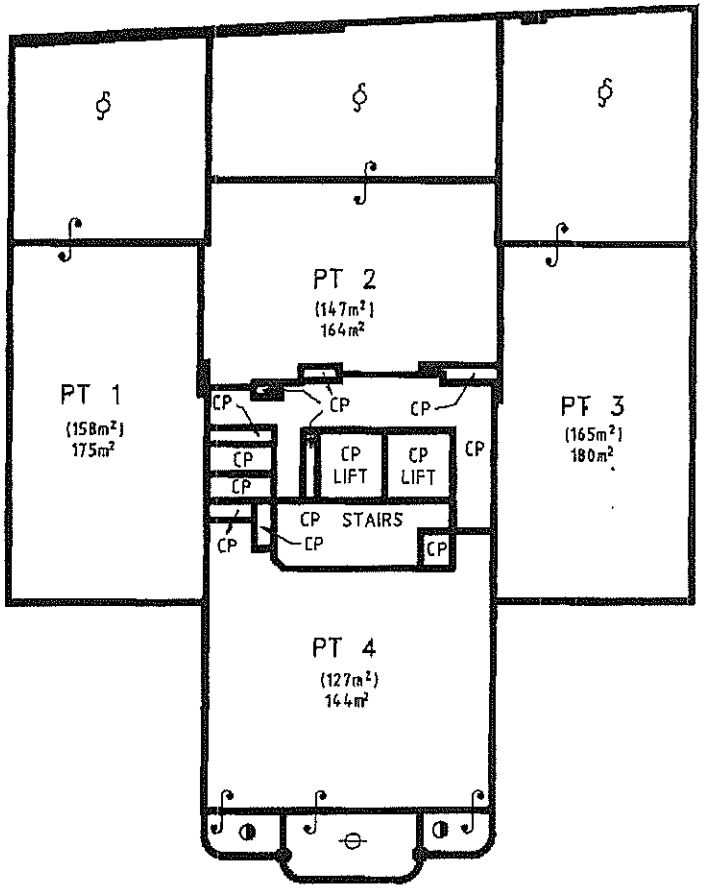
DIAG 3
RR 1:100



DIAG 4
RR 1:100



LEVEL 9



DENOTES 90°
DENOTES COURTYARD
DENOTES ENCLOSED BALCONY
DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

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

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

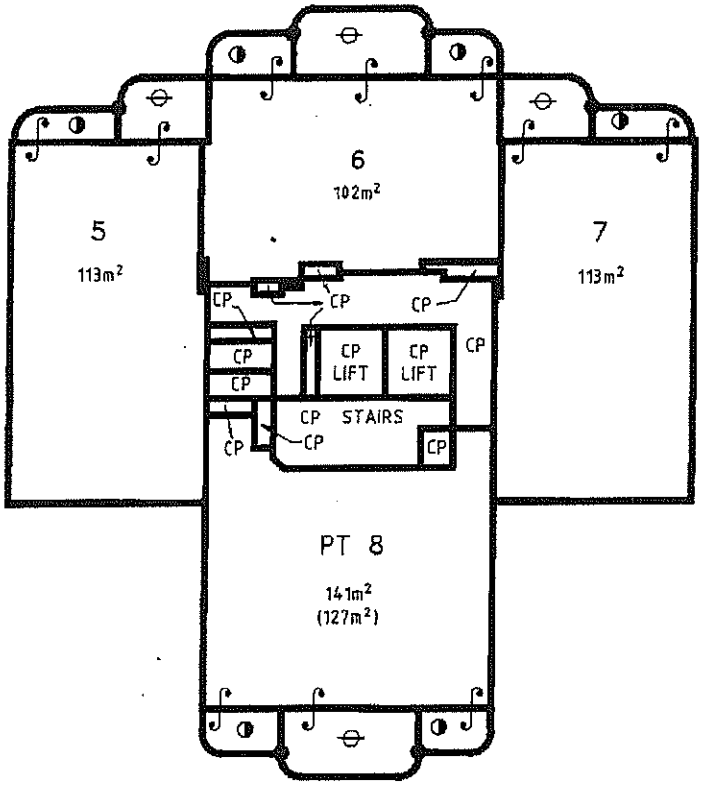
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SURVEYOR'S REFERENCE: 118716

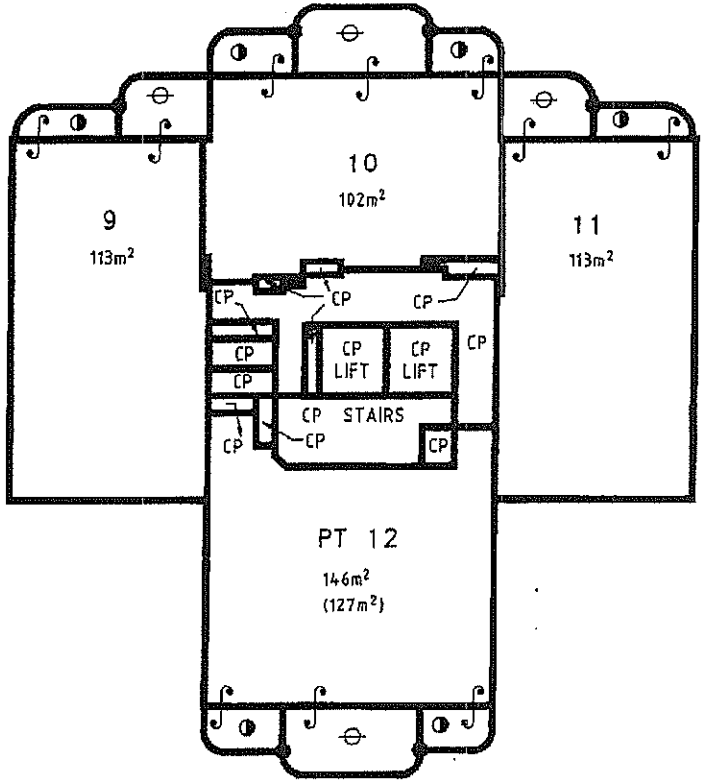
STRATA PLAN 51077

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LEVEL 10



LEVEL 11



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

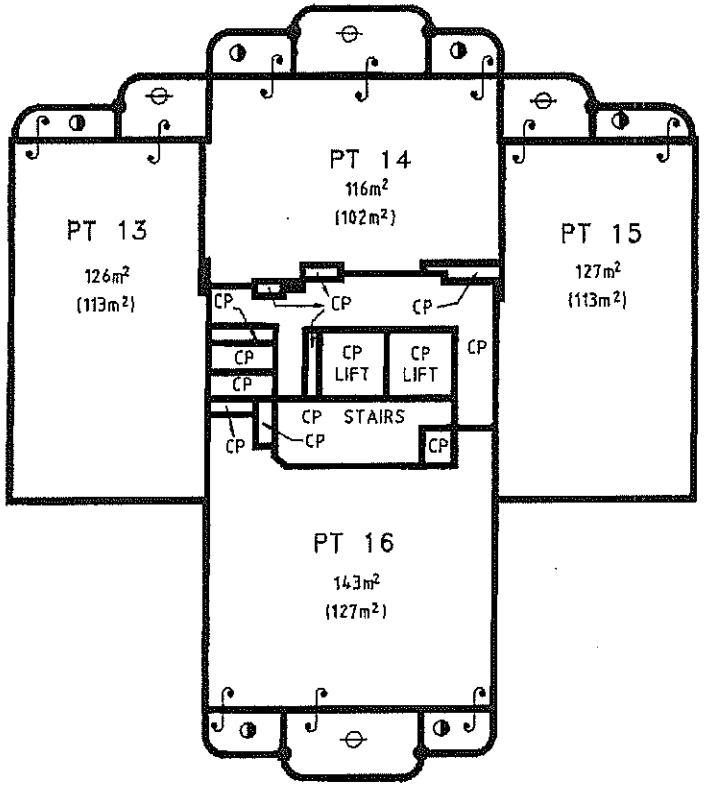
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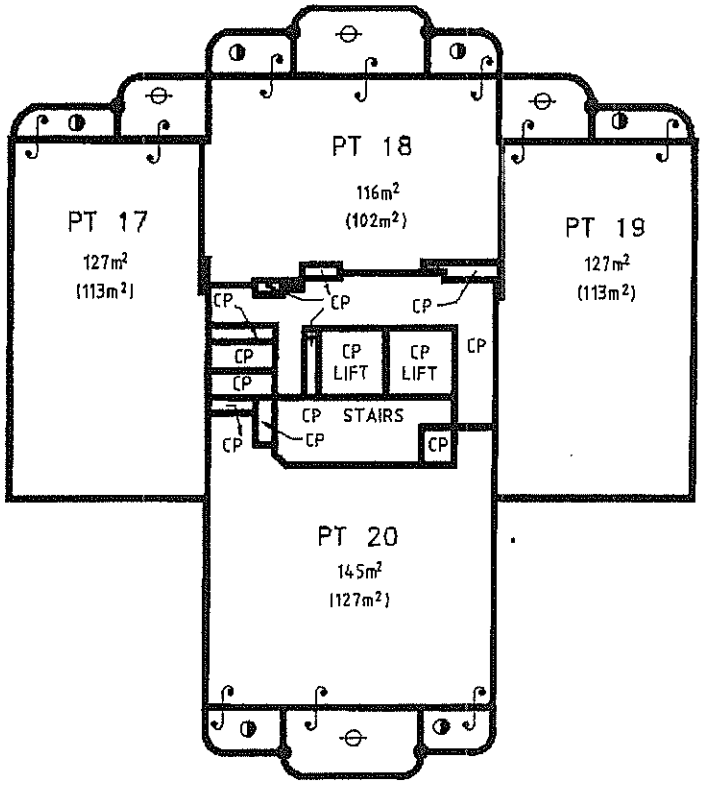
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N

LEVEL 12



LEVEL 13



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

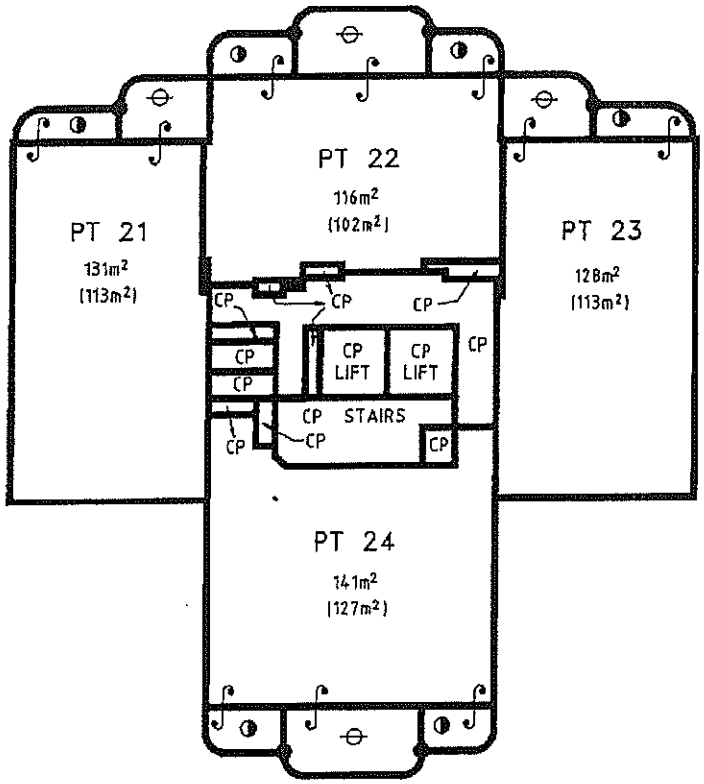
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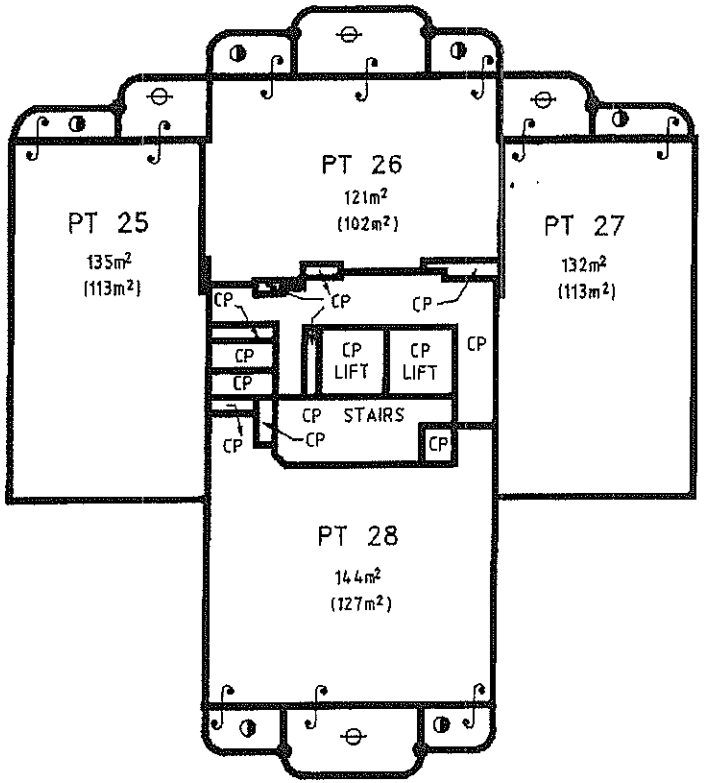
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LEVEL 14



LEVEL 15



◑ BALCONY (COVERED)
⊕ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

FORM 2

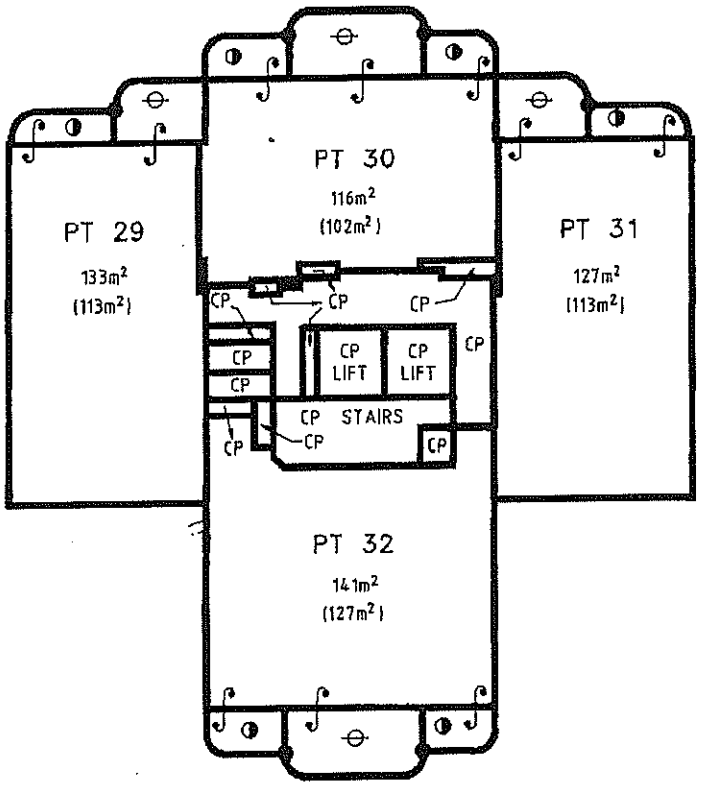
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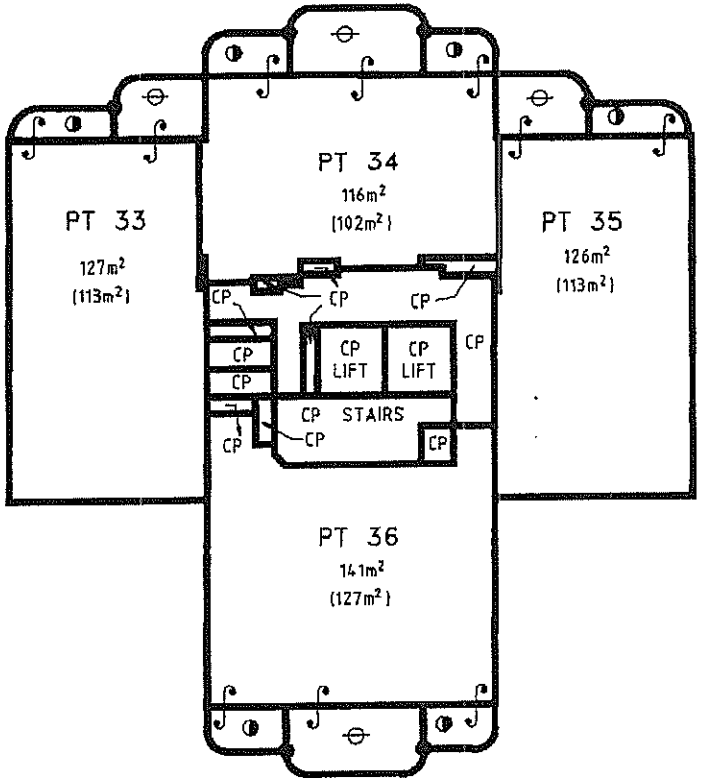
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LEVEL 16



LEVEL 17



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

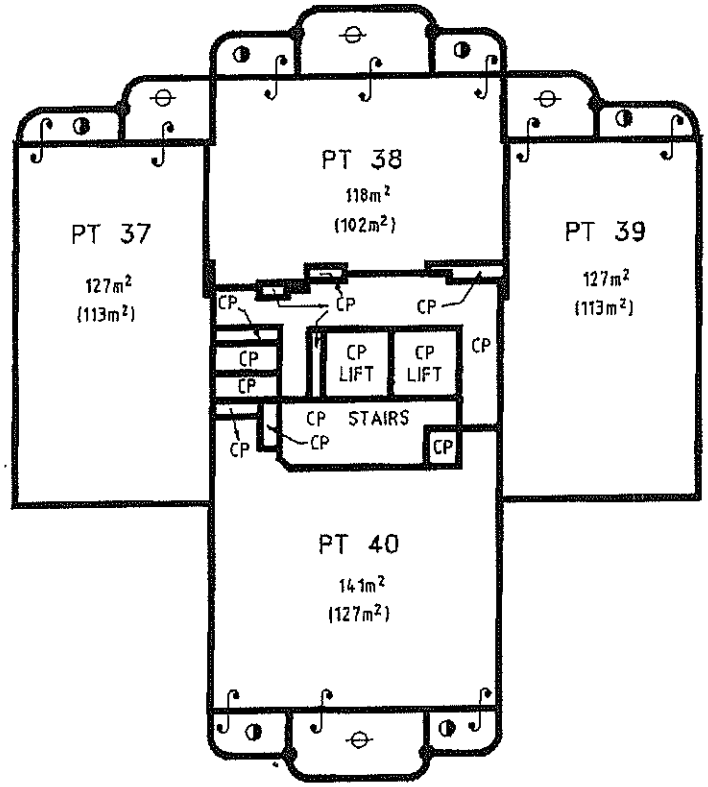
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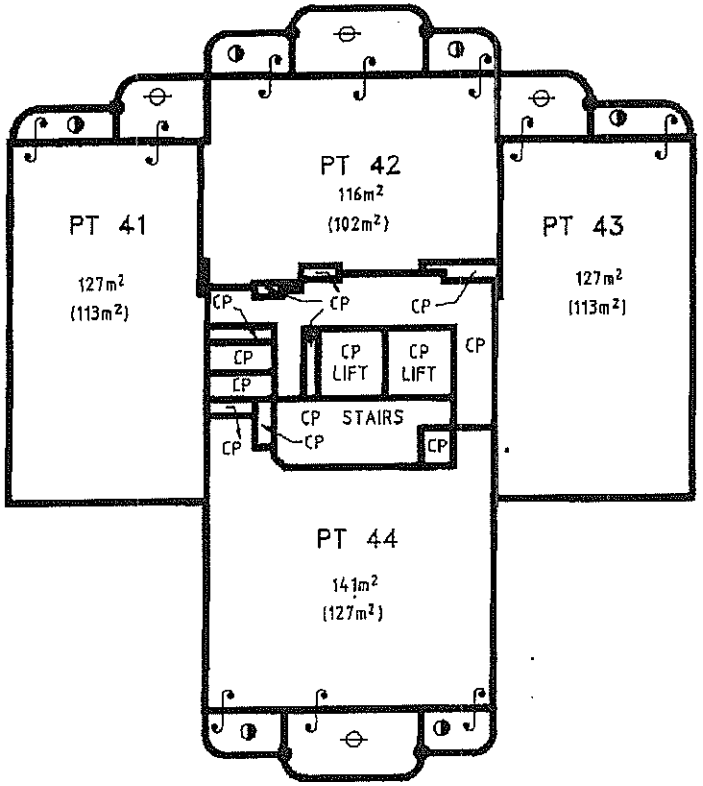
STRATA PLAN 51077

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LEVEL 18



LEVEL 19



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

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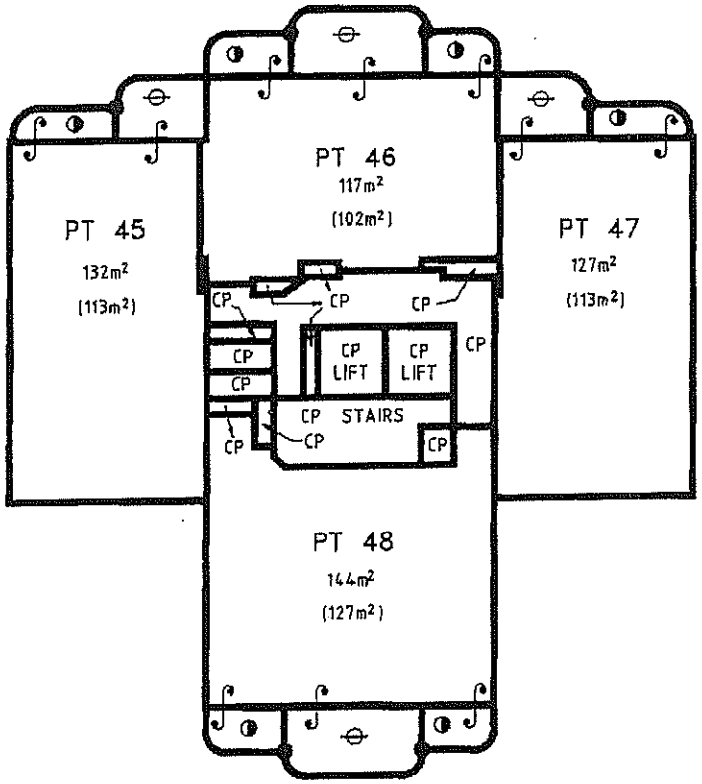
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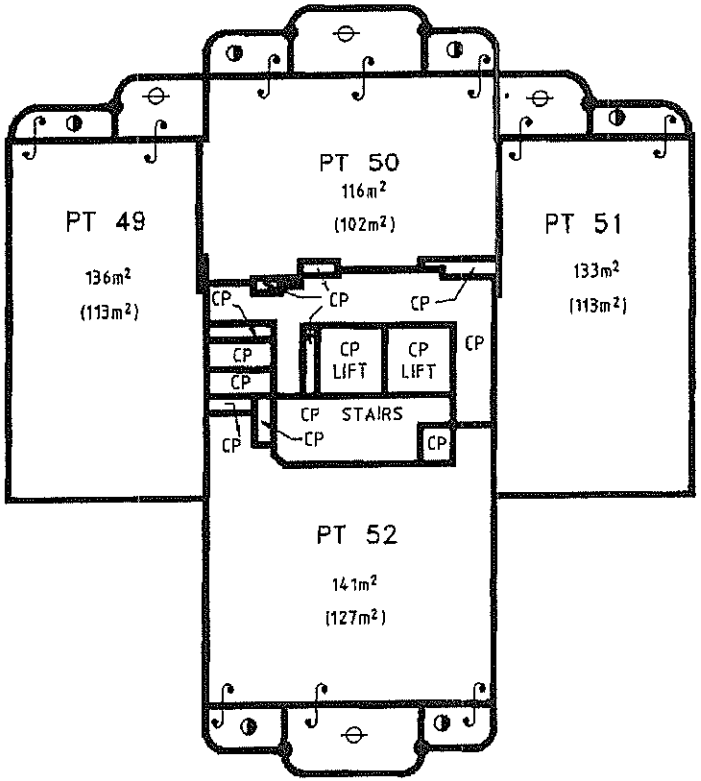
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GEM

LEVEL 20



LEVEL 21



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 118716

FORM 2

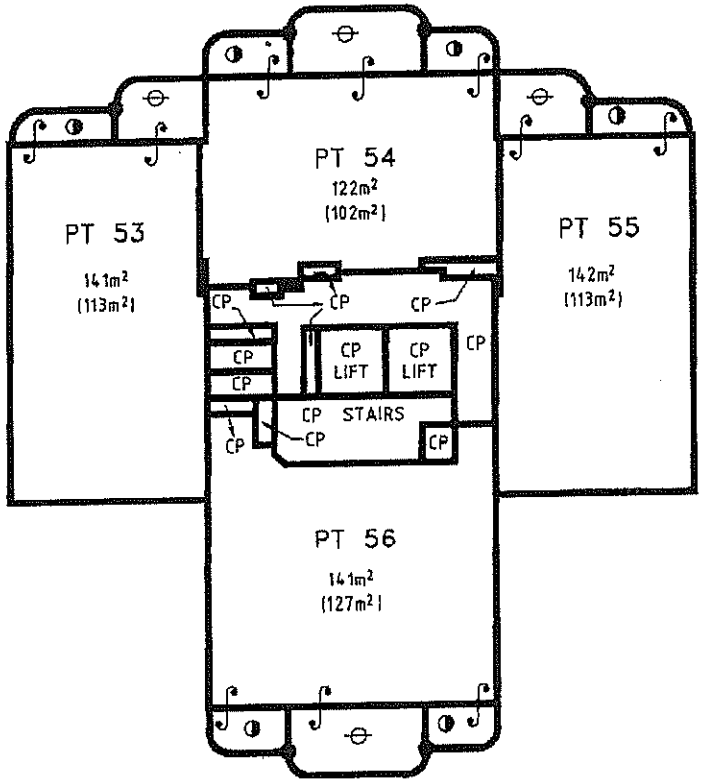
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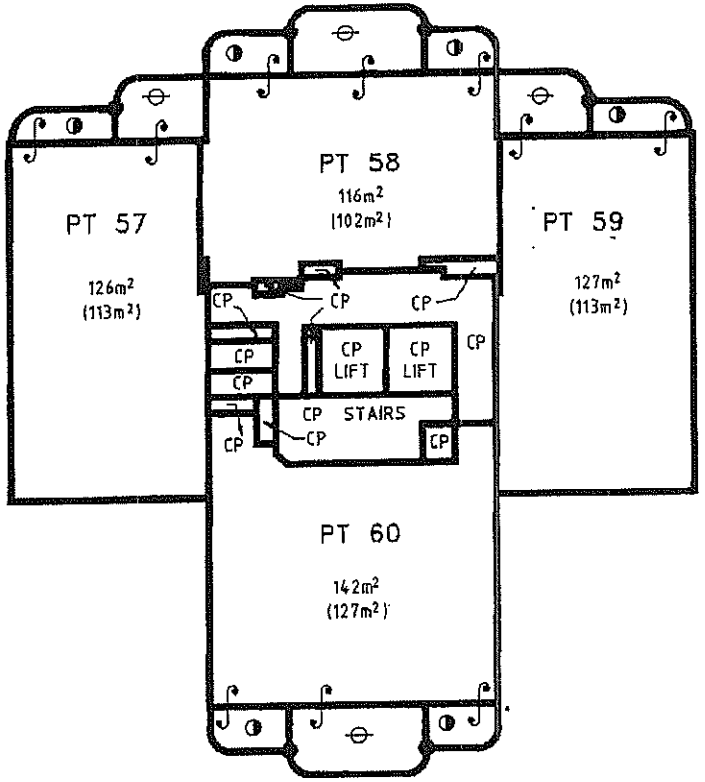
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LEVEL 22



LEVEL 23



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

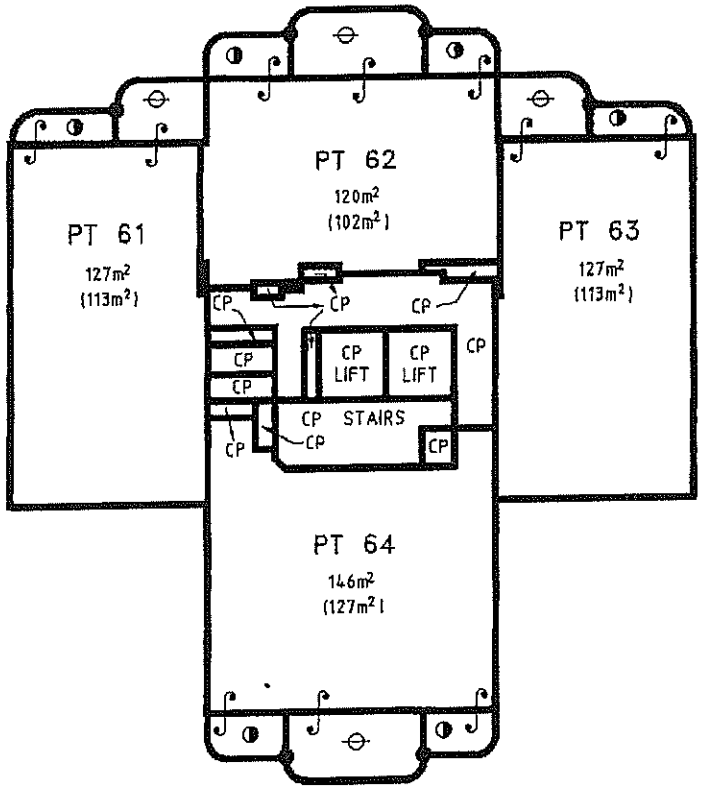
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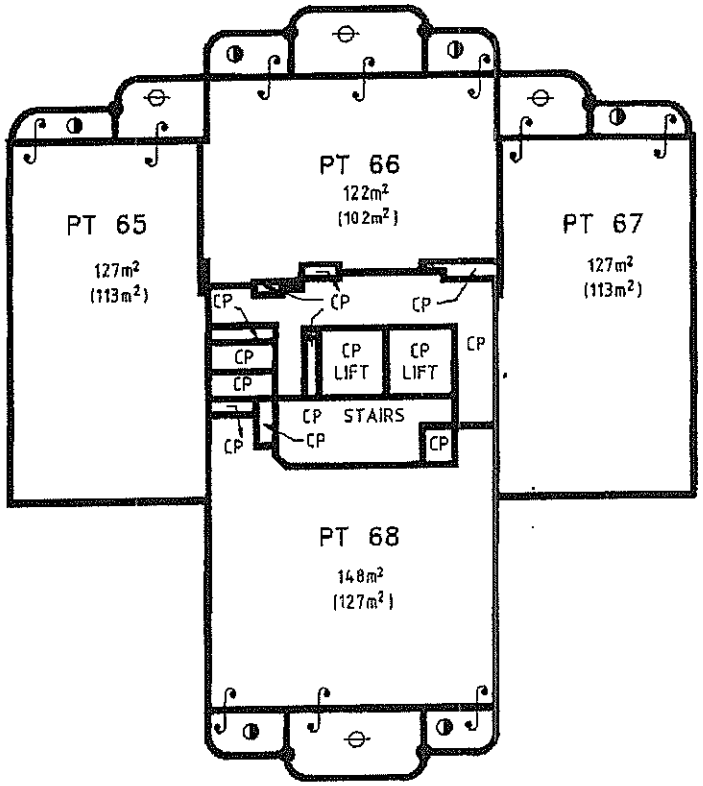
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GM

LEVEL 24



LEVEL 25



◑ BALCONY (COVERED)
⊕ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

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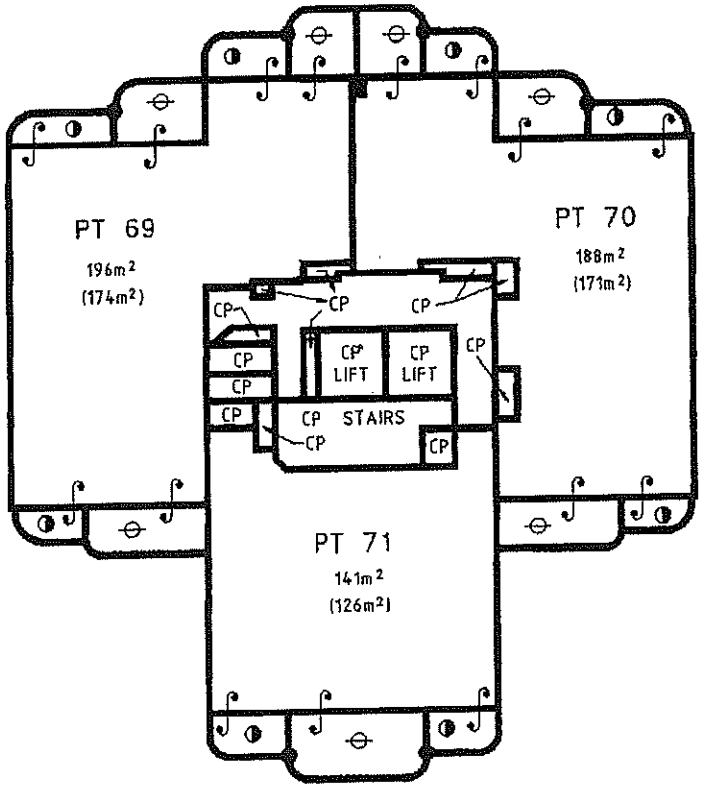
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Sheet No. 16 of 24 Sheets

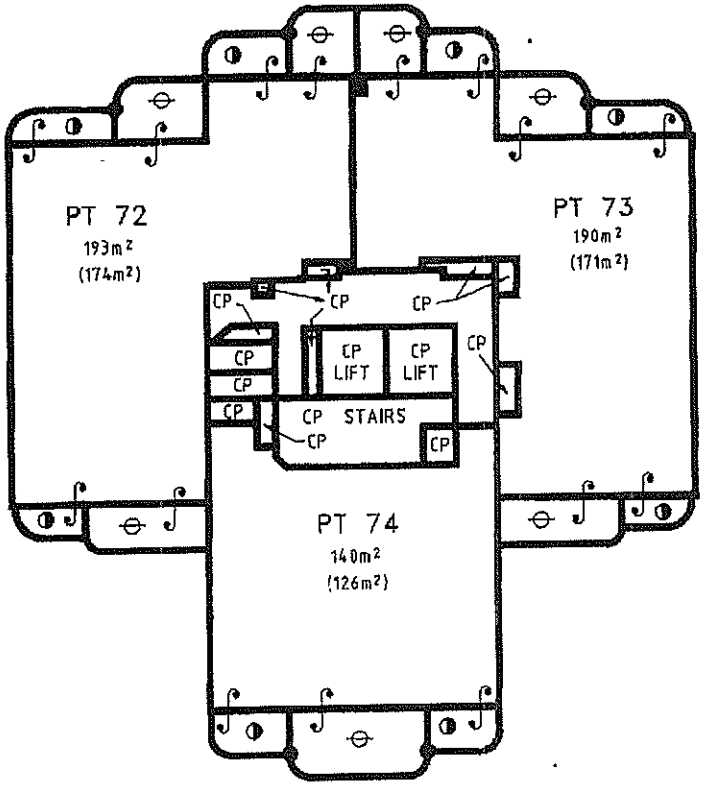
STRATA PLAN 51077

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LEVEL 26



LEVEL 27



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~Excess Manager~~/Authorised Person

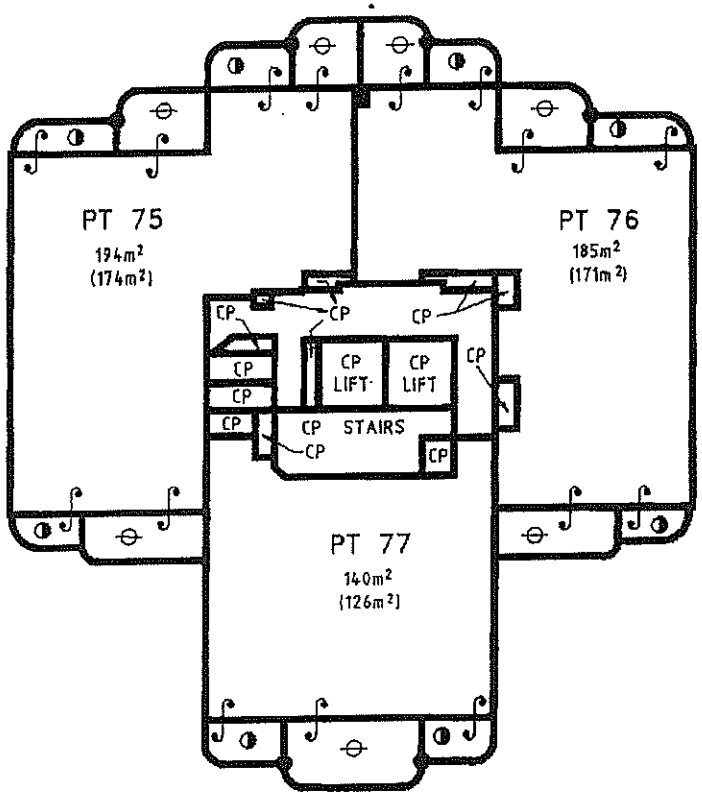
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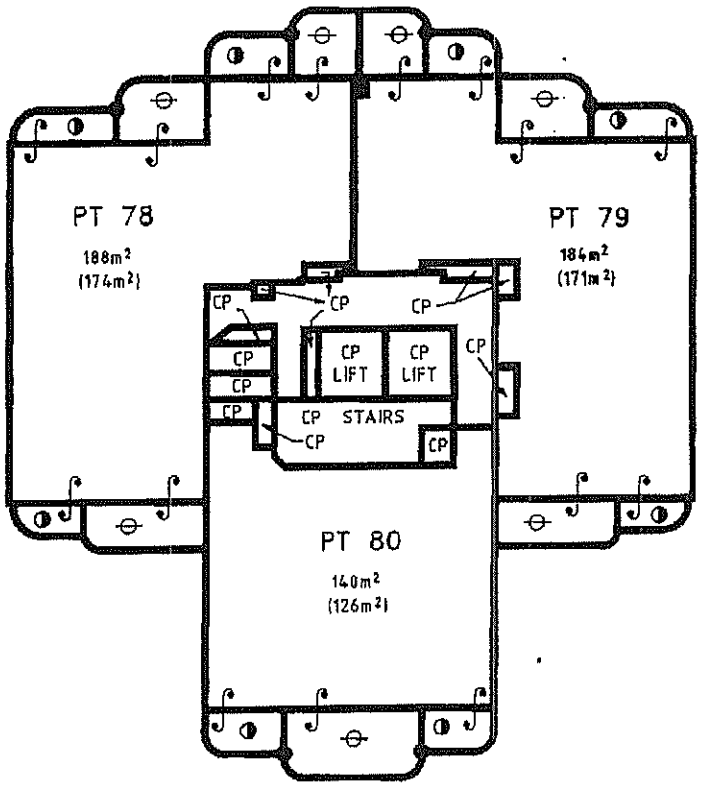
STRATA PLAN 51077

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LEVEL 28



LEVEL 29



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 118716

96 /Req:K612096 /Doc:SP 0051077 P /Rev:10-Nov-1995 /Sts:OK.OK /Prt:02-Sep-2003 12:31 /Pgs:ALL /Seq:17 of 24
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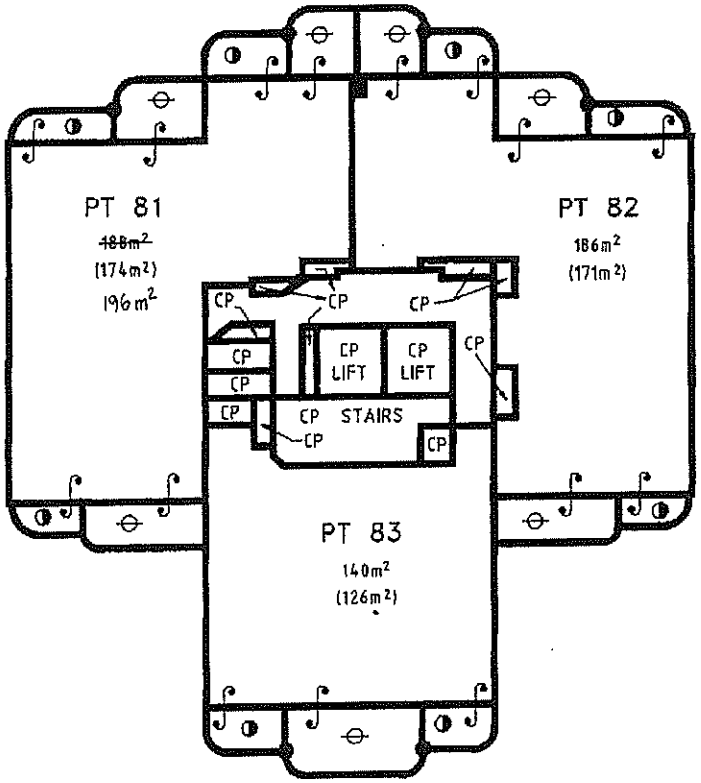
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STRATA PLAN 51077

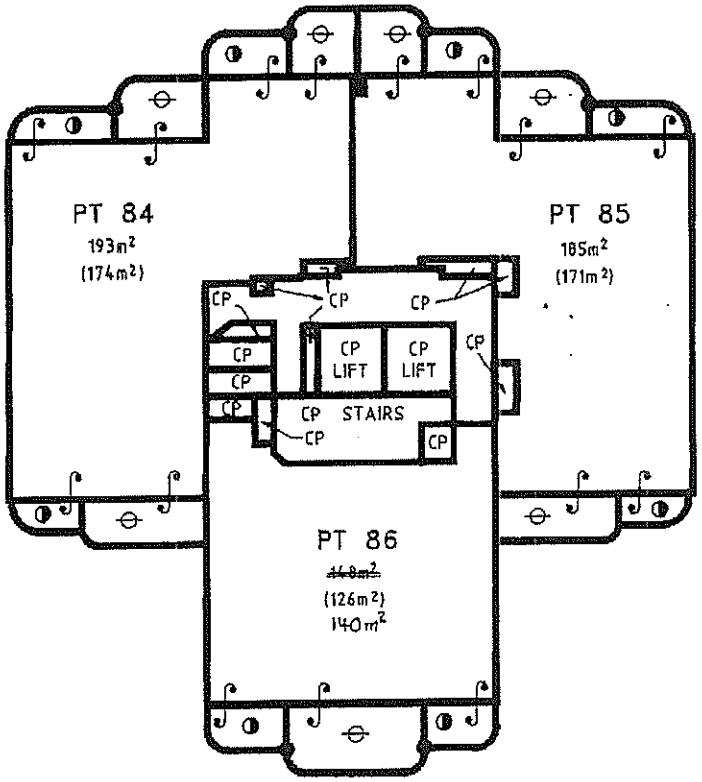
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AREA AMENDED ON PLAN IN LTO - VIDE 4411/10 7.11.1995

LEVEL 30



LEVEL 31



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

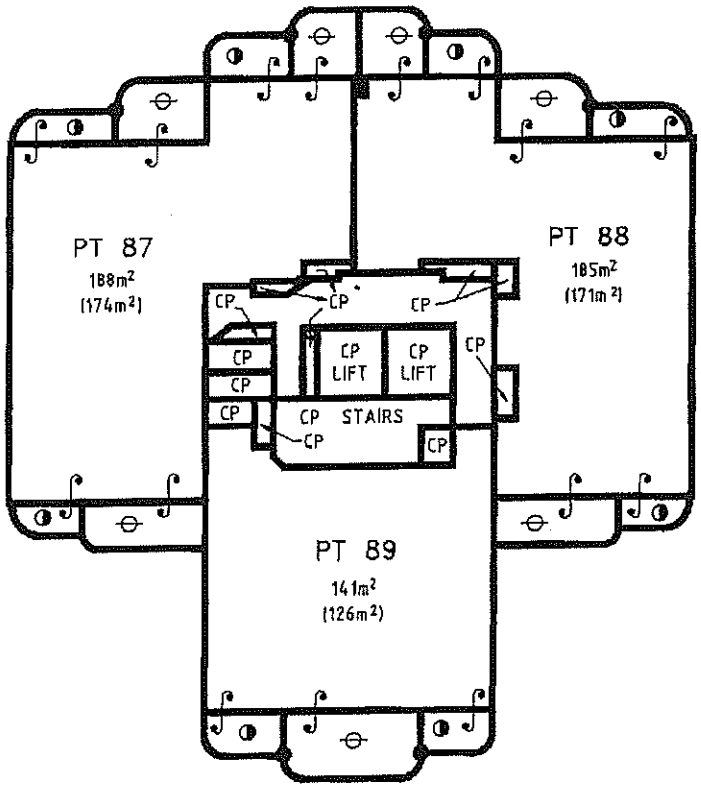
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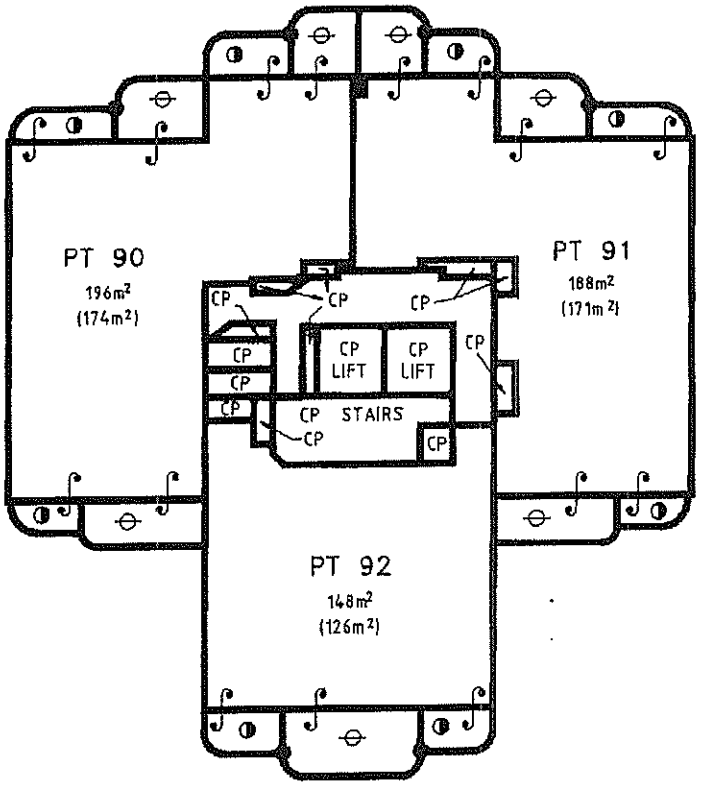
STRATA PLAN 51077

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LEVEL 32



LEVEL 33



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

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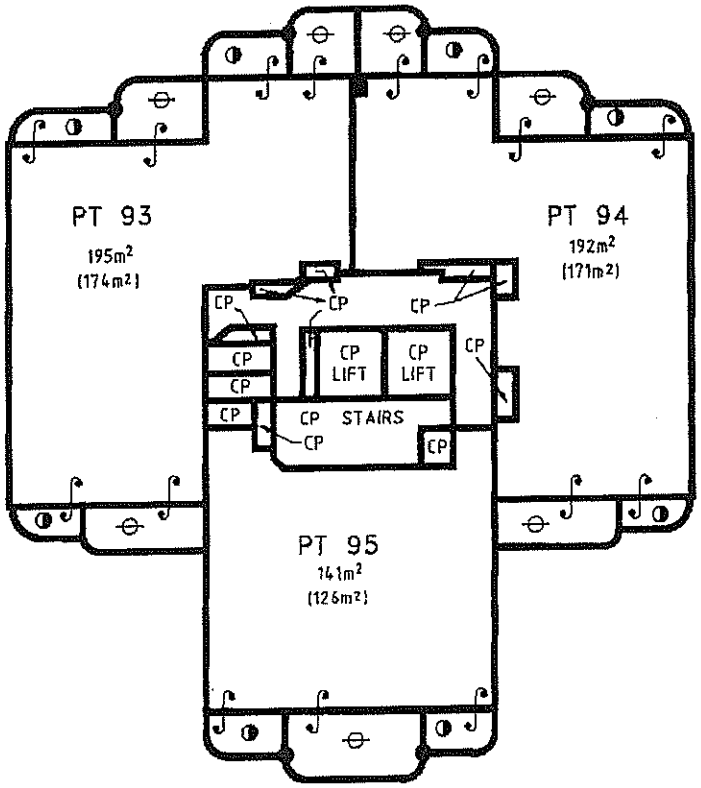
STRATA PLAN 51077

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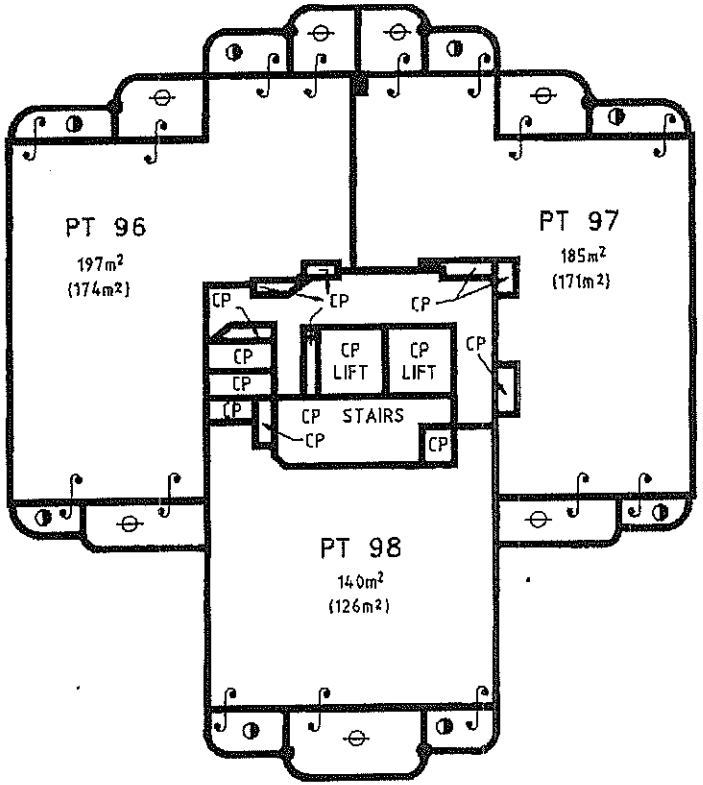
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SEM

LEVEL 34



LEVEL 35



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 118716

FORM 2

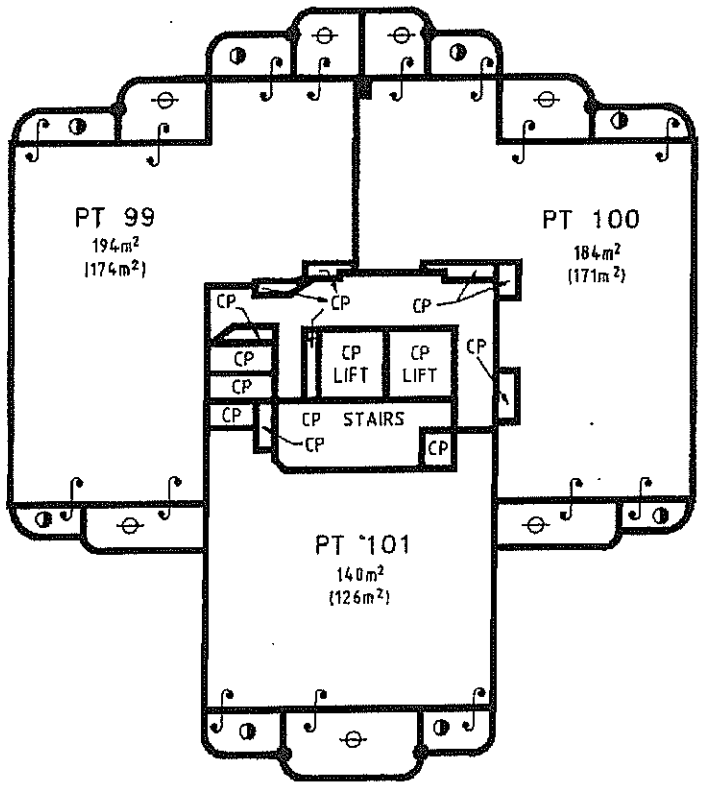
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Sheet No. 21 of 24 Sheets

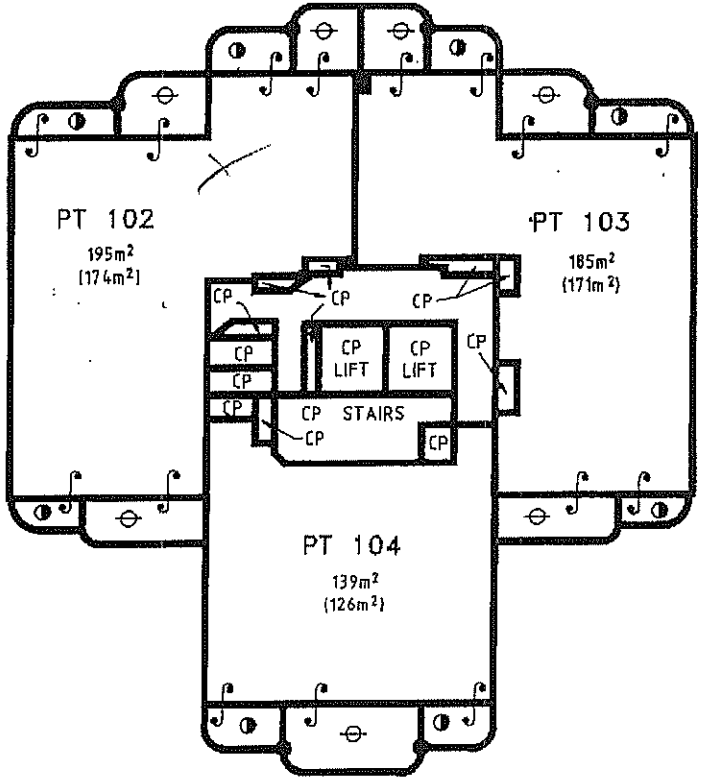
STRATA PLAN 51077

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LEVEL 36



LEVEL 37



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

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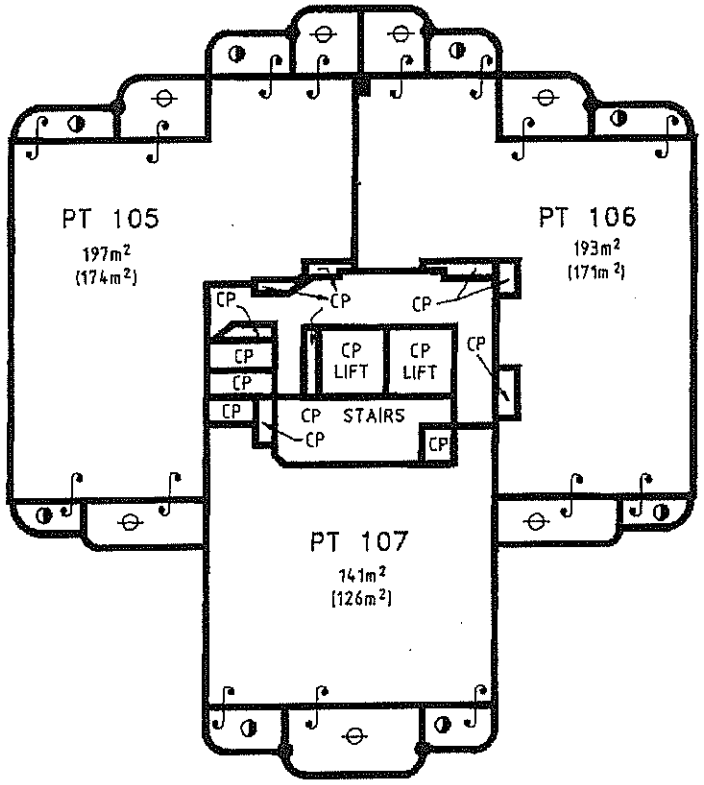
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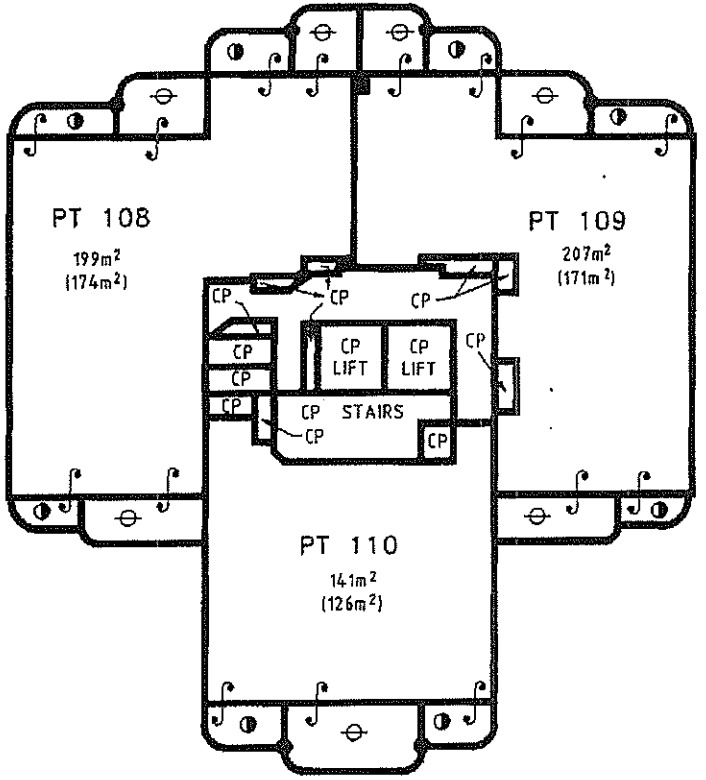
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LEVEL 38



LEVEL 39



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

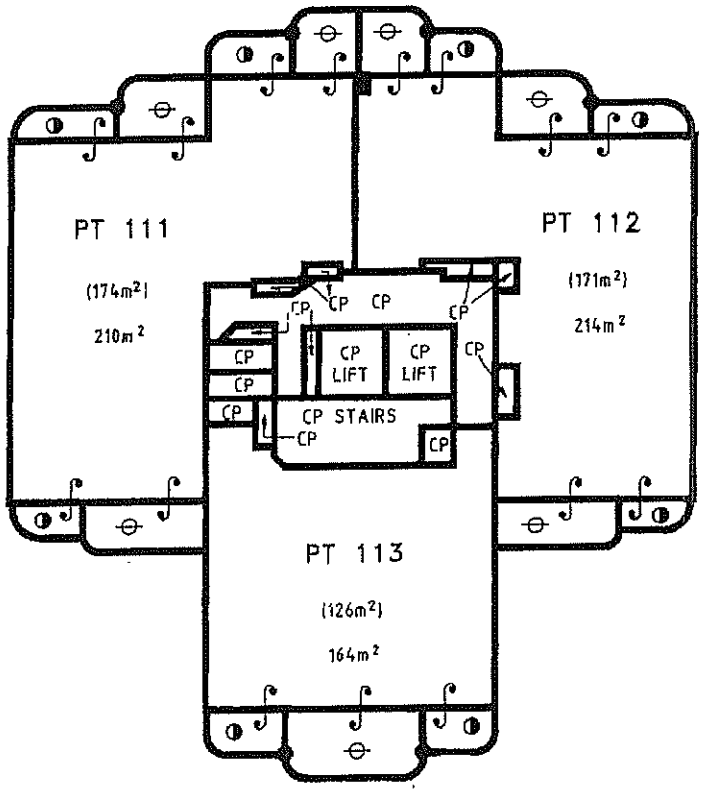
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

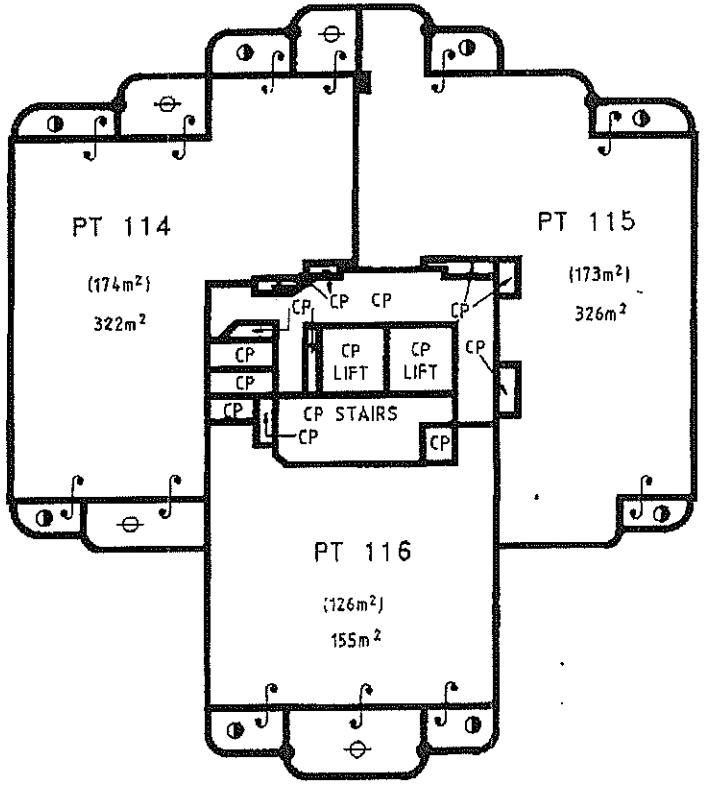
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LEVEL 40



LEVEL 41



◑ BALCONY (COVERED)
⊖ ENCLOSED BALCONY
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act '929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 118716

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FORM 2

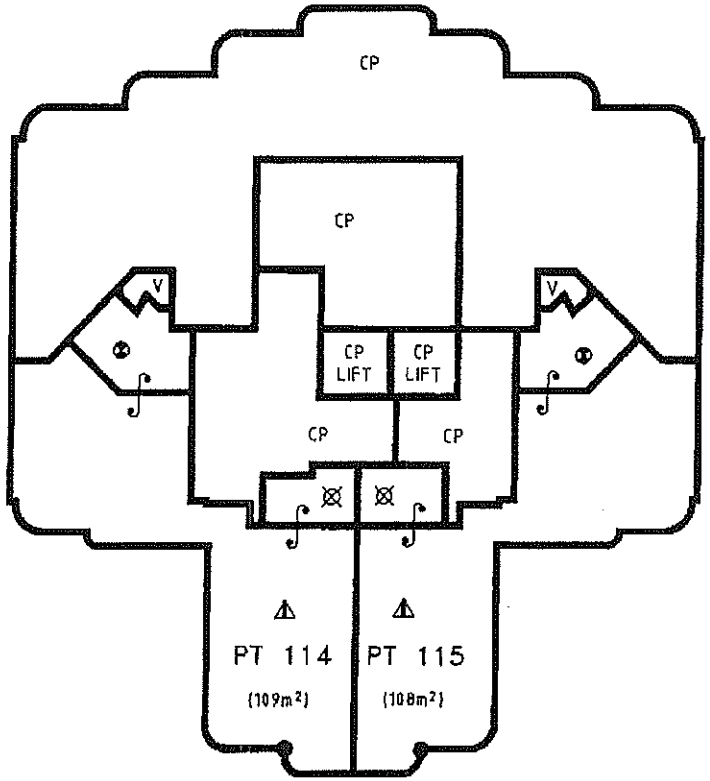
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Sheet No. 24 of 24 Sheets

STRATA PLAN 51077

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LEVEL 42



V VOID
STORE
HALL
TERRACE
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

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

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

General Manager/Authorised Person

SURVEYOR'S REFERENCE: 118716

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#207

INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF RESTRICTION INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973

Lengths are in Metres

Sheet 1 of 1 Sheet

Plan: SP 51077

Subdivision of Lot 100 in DP842514 covered by Council's Certificate No. 32 of 1995

Name & Address of Proprietor of the Land: Meriton Apartments Pty. Limited, 267-277 Castlereagh Street, Sydney, NSW 2000

PART 1

1. Identity of Restriction firstly referred to in abovementioned plan: Restriction on Use of Land

Schedule of Lots Affected

Lots Burdened	Lots Benefited
Every Lot except 5, 6, 7, 9, 10 and 11	Every other Lot

PART 2

1. TERMS OF RESTRICTION ON USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:

The carspaces hereby burdened shall be prohibited from use or lease by those other than a registered proprietor or occupier of a lot in this Strata Plan.

NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY SUCH RESTRICTION:

Sydney City Council.

Authorised Person

Common Seal
MERITON APARTMENTS PTY. LTD.
A.C.N. 000 644 888

DIRECTOR

SECRETARY

REGISTERED 18-10-1995

PLAN FORM 1 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements restrictions on the use of land or positive covenants

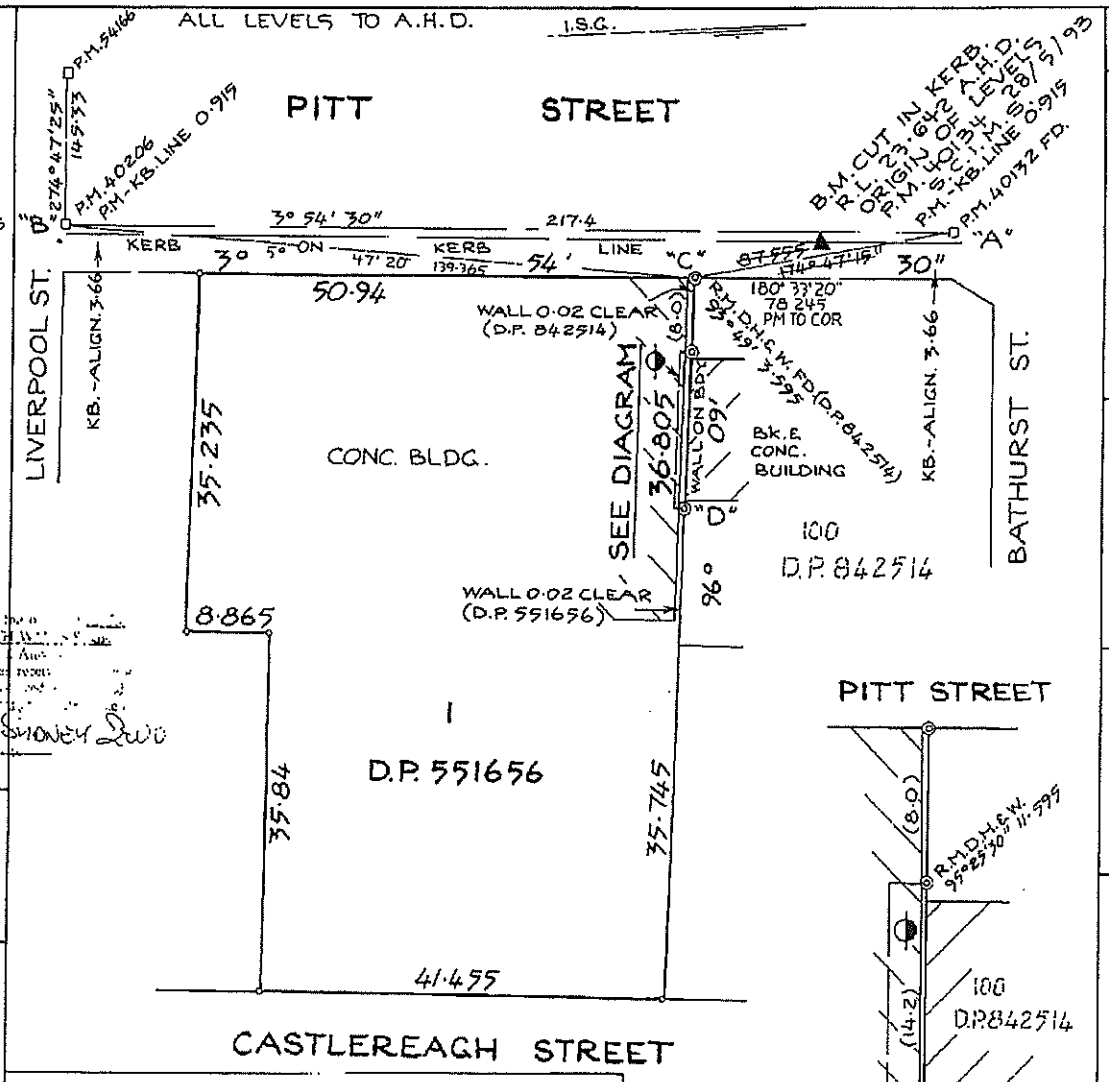
PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919 AS AMENDED

IT IS INTENDED TO CREATE

1.) EASEMENT FOR OVERHANGING EAVE & GUTTER 0·2 WIDE (LIMITED IN HEIGHT)

Paul Wilkin

Steen Smith 320 Pitt St. Sydney 2000



DIAGRAM

EASEMENT FOR OVERHANGING EAVE & GUTTER 0·2 WIDE, LIMITED IN HEIGHT TO HORIZONTAL PLANES BETWEEN R.L. 68·85 & R.L. 70·85

SURVEY PRACTICE REGULATION 1990: CLAUSE 32(2)

MARK	ISG CO-ORDINATES EASTING	NORTHING	ZONE	ACC.
P.M.40132	319140·984	1250264·286	56/1	2
P.M.40206	319126·165	1250047·403	56/1	2
P.M.54166	318981·335	1250059·542	56/1	2

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM SCIMS

COMBINED SCALE FACTOR 0·99994 | 19-6-95

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 Table of mm

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and † Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed ..... (insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No .....

Date .....

(Signature) ..... Council Clerk

Council File No. .....

*This part of the certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land is to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

†delete if inapplicable

SURVEYOR'S REFERENCE: 11871G/ES

DP 265868

Registered: 9.10.1995

C.A. .....

Title System: TORRENS

Purpose: EASEMENT

Ref. Map U1845-1344*

Last Plan D.P. 551656

PLAN OF EASEMENT FOR OVERHANGING EAVE & GUTTER OVER LOT 1, D.P. 551656.

Lengths are in metres. Reduction Ratio 1: 500

L.G.A. ~~Mun./Shire~~ ~~City~~ SYDNEY CITY

Locality: SYDNEY

Parish: ST. LAWRENCE

County: CUMBERLAND

Plans used in preparation of survey/compilation.

D.P. 551656
D.P. 842514

I, ROBERT A. PIKE
of JOHN B. WHITE PTY. LTD.
ACN. 001 149 373 DX. 11333 HURSTVILLE
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan WITH REGARD TO LINE "C"-"D" is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

* 19/6/1995

Signature .....
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth. "A"-"B"
*Insert date of survey.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

02 /Reg:K673002 /Rpt:1 /Doc:DP 0265868 P /Rev:11-Oct-1995 /Sts:OK.OK /Prt:05-Sep-2003 09:58 /Pgs:ALL /Seq:1 of 1

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

Lengths are in metres

Sheet 1 of 2 Sheets

DP 265868

Plan of Easement for Overhanging Eave and Gutter over Lot 1 DP551656

Name & Address of Proprietor of the land.

TELSTRA CORPORATION LIMITED
320 Pitt Street,
SYDNEY. 2000

PART 1

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

Easement for Overhanging Eave and Gutter 0.2 wide

Schedule of Lots affected

Lot burdened	Lot benefited
1 in DP551656	100 in DP842514

PART 2

Terms of Easement for Overhanging Eave and Gutter Firstly referred to in abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited to have maintain and keep eaves and guttering erected on the said lot hereby benefited as at the date hereof encroaching upon and over the land indicated in the abovementioned plan as the land hereby burdened to the extent shown in that plan provided that the person in whose favour this easement is created shall maintain on or attached to any such encroaching eaves and guttering all proper and necessary guttering spoutings and other facilities so as to prevent water from the said building running, dropping or flowing on to the land herein indicated as the lot burdened together with the right for the person in whose favour the easement is created and every person authorised by such person with any tools implements or machinery necessary for the purpose to enter upon the lot burdened and remain there for any reasonable time for the purpose of obtaining access to and inspecting maintaining repairing or replacing any of the said encroachments provided that in so doing the person in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the persons occupying the lot burdened or any part thereof in their enjoyment of the lot hereby burdened.

The proprietor of the lot burdened may at their sole discretion extinguish the easement to renovate or extend the existing building or further develop the land comprising the lot burdened.

SIGNED FOR AND ON BEHALF OF TELSTRA CORPORATION LIMITED

REGISTERED 9.10.1995

by its Attorney Paul Wickham Rielly

being the person for the time being holding or fulfilling the duties of the office of REGIONAL PROPERTY MANAGER TELECOM PROPERTY SERVICES NEW SOUTH WALES REGION of the said Telstra Corporation Limited (ACN 051 775 556) and the said Attorney states that at the date of the execution of the present instrument he has received no notice of revocation of Power of Attorney Registered No. 733 Book 3887 and produced at the Land Titles Office Sydney by virtue of which he had executed the within document in the presence of:-

Steven Smith 320 Pitt St, Sydney 2000

JUSTICE OF THE PEACE IN AND FOR THE STATE OF NEW SOUTH WALES

Req:R140768 /Doc:DP 0265868 B /Rev:11-Oct-1995 /Sts:OK.OK /Pgs:ALL /Prt:21-Mar-2019 15:37 /Seq:2 of 2
Ref: /Src:U

DP 265868

The Common Seal of:-
MERITON APARTMENTS PTY. LIMITED
was hereunto affixed by authority of the Board of Directors in the presence of:-

ANNEXURE "A"

Common Seal
MERITON APARTMENTS PTY. LTD.
A.C.N. 000 644 888

DIRECTOR

SECRETARY

REGISTERED 4.9.10.1995

04 /Req:K673004 /Doc:DL 7164994 /Rev:24-Nov-2000 /Sts:NO.OK /Prt:02-Sep-2003 13:02 /Pgs:ALL /Seq:1 of 18

Form: 15SO
Licence: 98M111
Edition: 0008

ORDER BY THE STRATA SCHEMES BOAI

New South Wales
Sections 157, 158, 159 or 183
Strata Schemes Management Act 1

7164994D

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

(A) **TORRENS TITLE** CP / SP 51077.

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
	CLIFFORD JAMES BARRETT SHOP 117 / 308 PITT ST SYDNEY (02) 9264 8506 Reference (optional):	SO

(C) **APPLICANT** CLIFFORD JAMES BARRETT.

(D) **STRATA PLAN NUMBER** CP/SP 51077

(E) The applicant requests the Registrar General to give effect to the order made under section 158(1)(a) of the Strata Schemes Management Act 1996 by the Strata Schemes Board sitting at Castlereagh St SYDNEY, a copy of which, certified to be a true copy by the Adjudicator or the Strata Schemes Board, is annexed hereto marked (1)

DATE 20 / 10 / 2000
dd mm yyyy

(F) I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: G Nash

Name of witness: G. NASH

Address of witness: 28 TYLER CRESCENT, ABBOTSFORD NSW 2046

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of applicant:

All handwriting must be in block capitals.

A set of notes on this form (15SO-2) is available from Land and Property Information NSW.

DIRECTED BY USER 11

NOTICE OF ORDER

Strata Schemes Management Act 1996

1

The Formula Australia P/L
C/- North Sea Realty P/L
P. O. Box 470
MILSONS POINT NSW 2061

Strata Plan No: 51077
File No: SB99/292
(Please quote in all enquiries)

The Strata Schemes Board has made an order (**see attached copy**) about the application referred to above.

For Registrar:
Date: 4 September 2000
(Notice posted on this date)

Please read this information carefully

- Unless the order states otherwise, it takes effect when a certified copy is served. This order is served by post and takes effect when received through the ordinary course of the post. The Interpretation Act 1987 allows 4 working days for this.
- Within 72 hours of receiving this order the owners corporation must put a copy on any common property notice board, unless the order states otherwise or if the by-laws do not require the owners corporation to maintain a notice board. It must stay there for 14 days. If there is no notice board the owners corporation must give a copy to each person shown on the strata roll.
- If you wish to appeal against the order of the Strata Schemes Adjudicator you may lodge an appeal with the Registrar within 21 days from the date the order takes effect in accordance with S.178 of the Strata Schemes Management Act 1996.
- If you wish to seek to have an order of the Strata Schemes Board varied or revoked you may make an application to the Board in accordance with S. 191 of the Strata Schemes Management Act 1996.
- The only right of appeal against an order of the Strata Schemes Board is to the Supreme Court on a point of law and must be made within 28 days from the date the order is made, unless an extension of the period for appeal is granted by the Board.
- If an order is not complied with an application may be made to the Board to impose a penalty up to $5,500.00.
- Any penalty ordered by the Board is payable to The Director General, Department of Fair Trading, P.O. Box 972, Parramatta NSW 2124. The payment should indicate that it is made as a Strata Schemes Penalty Fee. Action will be taken to collect unpaid penalties, which may include extra costs being added to the penalty.
- If you need more information your rights and responsibilities please contact the Strata Schemes Office.

FOR ADVICE, INFORMATION & MEDIATION ENQUIRES
CUSTOMER SERVICE UNIT,
STRATA SCHEMES AND
MEDIATION SERVICES
TELEPHONE : (02) 9338 7900
TOLL FREE PHONE: 1800 451 431

FOR LISTING ENQUIRES
STRATA SCHEMES REGISTRY
TELEPHONE: (02) 9641 6400
TOLL FREE PHONE: 1800 451 292
FAX: (02) 9641 6407
GPO BOX 4005
SYDNEY NSW 2001

STRATA SCHEMES BOARD OF NEW SOUTH WALES SB#99/292		
APPELLANT	:	Owners Strata Plan No. 51077
RESPONDENT	:	The Formula Australia Pty Limited
STRATA PLAN NO	:	51077
APPLICATION	:	Appeal from Strata Schemes Adjudicator
PREMISES	:	Lot 117/304 Pitt Street, Sydney
APPEARANCES	:	Mr Weate and Mr Andreone for the Appellant Mr Robbins of Counsel instructed by Mr Cibara for the respondent Mr Valentine appeared for the respondent on 22-23/2/00
HEARING	:	23/8/99, 24/8/99, 27/8/99, 21/9/99, 22/9/99, 22/2/00, 23/2/00 Final submissions received 9/6/00
LEGISLATION	:	Strata Schemes Management Act 1996. Section 158
KEY WORDS	:	By-laws
ISSUES:	:	Unreasonable refusal to make a by-law ? Can an occupier of a lot obtain the benefit of a by-law ? Is rent a benefit ?

ORDER

1. The appeal is dismissed.

2. The stay on the orders made by the Strata Schemes Adjudicator on 3 June 1999, file SA/99/32 is revoked.

3. The orders of the Strata Schemes Adjudicator of 3 June 1999, file SA/99/32 are affirmed.

The lot is occupied by tenants. The parties to the lease are Formula Australia Pty Ltd as Lessor, and George Barsoum, John Hatzidavid and Clifford James Barrett, Lessee as tenants in common. The term of the lease is five years commencing 2 August 1996 and terminating on 1 August 2001. There is an option to renew for a further three years provided by Item 11 in annexure "A".

The respondent's agent for the purposes of arranging lettings and collecting rent is North Sea Realty Pty Limited. All dealings on behalf of the respondent company with the owners corporation in this matter have been undertaken by Mr Valentine of North Sea Realty Pty Limited, who was authorised to represent the respondent company.

Mr Barsoum one of the tenants of lot 117 gave evidence on oath for the respondent. He stated he was looking to expand his dry-cleaning business. He saw a sign in the window of lot 117 and contacted Stan Valentine of North Sea Realty and advised him of his interest. Mr Valentine informed Mr Barsoum that he would need to provide a floor plan detailing the operation equipment which would be sent on to the owners corporation. Millers Systems drafted a floor plan, which was provided to Mr Valentine and in turn was given to the owners corporation.

Mr Valentine then sent a letter dated 22/5/96 to Bright & Duggan Pty Ltd who are the strata managing agents (strata agent) for the scheme. Part of the letter is set out below:-

> *You will recall my facsimile to you on 17th May 1996 advising that we were about to finalise a tenant for captioned property and that it was proposed to establish a Dry Cleaning business.*
>
> *However, it is necessary that formal consent be obtained from the Body Corporate and Formula Australia so that a Development Application may be submitted to Council.*
>
> *Enclosed, basic layouts as proposed by "The Best G J Dry-cleaners" complete with an attractive under awning sign.*
>
> *There is no major work to be carried out on the premises apart from some plumbing to service washing machines, installation of air conditioning and some modern machines associated with the business.*
>
> *As you are aware that upon lodgement of DA the Council will advertise the proposed development for 28 days as well as advise property owners within the building for their comments etc.*

The strata agent returned a letter of consent from the owners corporation dated 27 May 1999 in the following terms:-

> *The Body Corporate...authorises Formula Australia Pty Ltd to seek approval to install a Dry Cleaning business within lot 117 of the building.*

A Building Application and Development Application were submitted to the local Council being City of Sydney. The plans were approved by the council, and the lease was then signed.

Millers Systems entered the premises on 19 August 1996 to set up the equipment for the business. Miller Systems had advised the tenants the air would need to be vented because of the heat generated. Mr Barsoum claimed Valentine had advised the tenants there was an airconditioning vent in the ceiling. He stated he relied upon his solicitor and Mr Valentine to ensure that all necessary consents had been obtained. Mr Barsoum stated that he believed that when Bright and Duggan, on behalf of the owners corporation, gave consent to the work the subject of the Development Application (DA) and Building Application (BA) and stamped the approval with the common seal that the owners corporation had given approval for all the works.

The terms of the lease set out below prescribe the permitted use of lot 117.

Clause 6 of Annexure "B" is set out below:-

> **Clause 6 Use**
> ***How must the property be used?***
> *6.1 The tenant must*
> *6.1.1 use the property for the purpose stated in item 16 in the schedule and not for any other purpose;*
> *6.1.2 open for business at times usual for a business of the kind conducted by the tenant;*
> *6.1.3 keep the property clean and dispose of waste properly; and*
> *6.1.4 comply with all laws regulating how the property is used, obtain any consents or licenses needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the tenant's business there.*
> *6.2 The landlord can consent to a change of use and cannot withhold consent unreasonably.*

Item 16 provides the permitted use is "Dry-cleaners".

Clause 3B of the "Special Conditions" in Annexure "A" provides as follows:-

> *(b) The Permitted Use is the use of* (sic) *the Lessor would permit subject to the approval of all relevant authorities and the Lessor does not expressly or implicitly warrant that the demised premises are now or shall remain suitable or adequate for all or any of the purposes of the Lessee and the Lessee shall satisfy itself thereon and at its own expense obtain all necessary consents, approval, licences and permits for it use of the demised premises.*

Mr Barrett another of the tenants of the lot gave evidence for the respondent. He stated that originally Hayden Engineering was engaged to plan a venting system.

Hayden Engineering had been used as there was a personal connection with the company. Hayden Engineering, however, are a large Company and the project was too small for them. As a result they referred the project to the Grosvenor Engineering Group who in turn gave the project to George Souflious who modified the plans. As a result of the modifications, three years ago there were two options presented:-

- Ventilation via front of the scheme $10-$12 thousand;
- Ventilation via the rear of the scheme $30 thousand

Mr Barrett stated that while the rear option was far more expensive, the dry-cleaners were prepared to proceed with this proposal as the owners corporation had said this was the only proposal they would consider.

On the 29 April 1998, Mr Barrett notified Bright and Duggan that all relevant documents, airflow charts and drawings had been forwarded. On that same date Bright and Duggan requested an independent emission report. This was subsequently obtained from Australian Water Technologies (AWT), a branch of Sydney Water.

Mr Mencinsky, a Chemical Engineer with a Bachelor of Engineering (Chem) and a Masters in Chemical Engineering gave evidence of his preparation of the AWT report. He stated he was requested to assess the air quality in lot 117. This involved taking samples of ambient air from various positions within the lot and assessing for chemicals expected to be found. The samples were analysed at Lucas Heights. The last page of the report lists the substances found.

The chemicals are listed in order of the level detected, greatest first. The first chemical on the list was 0.4 parts per billion. The threshold for detection as an odour is around 1000 times greater. Therefore, there is no smell. The other chemicals noted on the list indicated thresholds so low they could not be detected. The detection threshold is 30,000 parts per billion. Thus Mr Mencinsky concluded "on analysis of vented ambient air there was no risk to the public from odour or toxicity".

Further, the air expelled has a higher temperature than the ambient air in the street. Thus discharging air at a higher temperature would lead the turbulent hot air to rise and disburse.

Referring to the reports prepared by George Floth (Floth Reports), Mr Mencinsky stated no type "A" effluents were detected in the sample. Nothing toxic was present at the concentrations found. Further, the Floth report report refers to the minimum rates for a "commercial laundry", which lot 117 is not.

In cross-examination, Mr Mencinsky stated he had not seen the plans for the mechanical ventilation proposal. He was told a report was needed because the dry-cleaners wanted to vent air onto the street. He stated that unvented, the air might get as high as 50 degrees Celsius and 90% humidity. Ventilated however, both the temperature and humidity of the air in the lot and consequently the vented air would be much less.

Mr Souflious, a Bachelor of Engineering (Mech) gave evidence for the respondent. He stated he has worked in the air-conditioning industry since 1987. Mr Souflious gave evidence that Hayden Engineering is a large air conditioning contractor in Australia. Grosvenor Engineering offer design and engineering services to Hayden Engineering. He was referred this job, which is relatively simple, by Grosvenor Engineering. The requirements of this job, being the ventilation of lot 117, are ventilation in compliance with the Sydney City Council Venting Code 183, Section 2.1, 3 and 3.3 and ASA68 and section 3.

Mr Souflious states he was asked to come up with an alternative approach to rear ventilation because the rear ventilation was so expensive. He suggested the front ventilation proposal. While he noted there might be problems with compliance with the venting code, he also advised it possible to approach the Director for the right to deviate from the code, as provided in Section 3.7.2 (e) of the code.

As the facade of the building comprising the scheme is heritage listed, it was proposed to cut the glazing thus avoiding damaging or defacing the facade. The discharge to be emitted is not obnoxious; dry-cleaners are "unscheduled" premises. The final drawings were completed on 8 December 1998. The only alteration which had been made on 8/12/98 was the discharge location: it was further from the boundary than originally proposed, through the glazing.

In the final drawing the vent was 3 metres distant from the boundary with more than 30° (45°) angle for discharge allowed. Hot air (which is estimated to be over 35 degrees Celsius) with some moisture would be expelled.

Mr Souflious stated the Floth Report is incorrect, as the classification is incorrect. There is no obnoxious discharge. Thus the minimum venting rates of 15 litres per second (l/p/s) are not correct.

Mr Souflious gave evidence that a tentative application had been made to the City of Sydney Council for ventilation through the glass front of the scheme, and an "in principle" approval given on 23 June 1998 a copy of which was relied upon by the respondent. The Council does, however, require further progress reports.

Mr Souflious conceded that he did not know if the water content in the exhaust could have a detrimental effect on the awning over time.

Mr Barrett gave evidence of the Annual General Meeting (AGM) of 16 December 1998, where the proposed by-laws 10 and 11 were defeated. Mr Barrett was present with his solicitor, who advised him not to speak to his proposed By-law. Mr Barrett also stated the Chairperson did not say anything about the proposal other than introduce it.

Mr Barrett stated that copies of all documents had been provided to the executive committee, including the AWT Report, which had been specifically requested by the executive committee. No documents were sent out with the agenda and no documents were tabled by the executive committee. When Mr Smith, a lot owner, suggested that it was not known what chemicals were being expelled, Mr Barrett stated he requested the

Chair to tell him about the air quality report. The response was something like "He did give us a piece of paper".

Mr Barrett stated the only person who spoke on behalf of the By-law was the Engineer, Con Helionatis. He explained the plan, the output, and the details, and was available for questions. The only question asked was the noise of the motor. The motor is half the size of the motor in the carpark air-conditioner; therefore less noise is emitted. Mr Barrett stated "the executive committee sat there and let Mr Smith badmouth the project with comments which were wrong".

Currently lot 117 has a temporary venting system, which has been approved by the City of Sydney Council. The structure, which vents from near the doorway at the front of the premise is required to be put up every morning and pulled down every evening.

Appellant's Case (original Respondent)

Jo Allitt from Bright and Duggan gave evidence on behalf of the appellant. Ms Allitt stated John Wyatt had previously held her position until May 1996, then Neil Breden had taken over for a short period. Ms Allitt commenced working for Bright and Duggan in late 1996 or early 1997.

Ms Allitt conceded that per the minute of the executive committee meeting of 12 February 1998 she was instructed to contact WorkCover to attend lot 117 on the basis the lot was overheated.

Ms Allitt conceded that it was the owners corporation who notified the Sydney Council of the breach of the Development Consent, that is the lack of ventilation in lot 117.

Ms Allitt also conceded that Mr Alexander a member of the owners corporation had expressed both in writing and verbally that he did not want a dry-cleaner in the building. Ms Allitt conceded this was also true of Mr Smith.

Ms Allitt stated that at the beginning of 1998 there was a proposal to install venting into lot 117. It was considered on 16 April 1998 at a general meeting and was rejected due to queries on emissions. The issue came before the executive committee again on 12 October 1998. The executive wanted to get the matter finalised. The executive resolved the proposal was in a position to be put to a general meeting.

Mr McGuirk solicitor for the respondent was contacted and he advised the Engineer would attend the meeting and have documents and samples of material to show the owners corporation. Ms Allitt states she was not asked to circulate anything, nor bring anything to the meeting.

At the meeting, the Chair introduced the proposal. Mr McGuirk introduced the proposal in the same way. He then introduced the Engineer who gave a brief overview. The vote was then conducted on a written poll per unit entitlement.

Mr Dunlop, Consultant Engineer and Associate Director of George Floth Pty Limited, Consultant Engineers gave evidence on behalf of the appellant. Mr Dunlop stated he has eighteen years in the engineering field, predominantly mechanical ventilation, and building services.

He stated he prepared two reports on the proposed exhaust for lot 117, one dated 22 March 1999 and another dated 13 August 1999.

When preparing the reports Mr Dunlop stated he had regard to the regulative provisions of ASA 68(2) and the City of Sydney Ventilation Code. Mr Dunlop conceded the reports refers to a commercial laundry as a "commercial laundry" is within the permitted use.

He stated he inspected the drawings and the premises. He claims the lot is used as a commercial laundry and commercial dry-cleaners because both activities are carried out. The difference in standards relates to the exhaust rates of 5 l/p/s per square metre (p/sq/m) for dry-cleaners as opposed to 15 l/p/s p/sq/m for commercial laundries. He stated in his opinion the air discharged is a Type "A" effluent. The other type "B" is heated air without vapour. Type "B", however at a flow rate of 1500 l/s is deemed objectionable in itself because of the flow rate. He further stated a fume is anything with a smell.

In cross-examination it was put to Mr Dunlop that he read the AWT report as a lay man. He conceded this, having no chemical engineering qualifications. Mr Dunlop stated he had reached his conclusions on the basis he has been to the shop and "smelt it".

Mr Owen Sperling, lot owner in the scheme, gave evidence that he attended the meeting on 16/12/98. He stated he voted in favour of by-law 10 as the issue needed to be resolved having dragged on too long.

Mr Sperling stated that while he voted in favour of by-law 10 and agreed lot 117 needed to be ventilated he was opposed to by-law 11 and ventilation through the front of the scheme. He regarded this proposal as totally unacceptable. The odours would be venting onto the street. The appearance of the building comprising the scheme would be destroyed. He further stated the engineer at the meeting was most unhelpful in his explanation of the proposal.

Mr Robert Smith lot owner and member of the executive committee gave evidence. Mr Smith stated he attended the meeting of 16/12/98 and voted against the proposals. The reason being was that he was concerned with the emissions. He stated that he had never seen the AWT report prior to the meeting and did not see it at the meeting. He also had concerns about impact of the ventilation on the structural integrity of scheme.

Mr Colin Alexander lot owner and Chairperson of the scheme gave evidence. Mr Alexander stated he could no possibly vote in favour of the by-law as the owners corporation had not been given the opportunity to determine the use of lot 117. He does not want a dry cleaners in lot 117. Mr Alexander stated that he was advised by Mr McGuirk then solicitor for the respondents that all relevant information had been given to the executive committee by October 1998.

Findings

Background

Having regard to the evidence before the Board I make the following findings as the preferred view of the facts on the balance of probabilities.

The owner of lot 117 (Formula Australia Pty Ltd.) is the respondent to these proceedings. Lot 117 has been leased to George Barsoum, John Hatzidavid and Clifford James Barrett as "tenants in common in equal shares", as described in the lease. ~~The~~ lease is for a period of five years terminating 1/8/01, however there is an option to renew for a further three years. The permitted use of lot 117, pursuant to item 16 of the lease, is as a dry-cleaners.

Prior to the tenants lodging the DA and BA to Council consent was sought and obtained from the owners corporation to make such applications to the Council.

The terms of the consent dated 27/5/96 states "the Body Corporate for the abovementioned Strata Plan authorises Formula Australia Pty Ltd to seek Council approval to install a Dry-cleaners business within lot 117 of the building". The Development Application was "to use the retail tenancy as a dry cleaning and laundry service outlet".

The tenants signed the lease upon obtaining the Building and Development consents from the City of Sydney Council for certain works.

The Determination of the Development Application dated 14/6/96 from the Council includes the following conditions:-

Clause 3. *The premises must be ventilated in accordance with the building code of Australia and Council's Ventilation Code,*

Clause 13. The use of the premises must not give rise to any one or more of the following:-

the emission into the surrounding environment of gases, vapours, dust, or other impurities which are a nuisance or injurious or dangerous or prejudicial to health.

The approval of the BA dated 19/6/96 contains conditions that mechanical ventilation be installed.

I find that the permitted use of lot 117 under the lease is for the purpose of dry-cleaners only, not laundry. The tenants entered the lease and commenced a "fit-out"

involving alterations to the lot and common property without first obtaining consent of the owners corporation.

I do not accept the respondents submission that by virtue of the owners corporation consenting to the DA and BA that the owners corporation can be taken as having consented to any and all subsequent work. Consent to the filing of the applications is merely that. The filing of such applications and obtaining requisite consents from the City of Sydney Council is merely the first stage in the process. The respondents would then need to put the proposal by way of a draft by-law to the owners corporation for approval.

There has been a long history of disputes between the occupiers of lot 117 and other lot owners and building management. Further there has been a long history of negotiation in respect of a by-law of a type the subject of this application. The issue was finally put before the owners corporation by way of two alternate by-laws (one a proposal for front ventilation by-law 11 and by-law 10 for rear ventilation) on 16/12/98.

Emissions

Detailed evidence was given by Mr Mencinsky about exactly what the emissions from lot 117 contained. Mr Mencinsky gave evidence that, "on analysis of vented ambient air there was no risk to the public from odour or toxicity". The results of the report were not disputed by anyone qualified to do so.

Mr Dunlop gave evidence that he had been retained by the owners corporation to give advice about exhaust proposals for lot 117, and the business conducted on the lot. Mr Dunlop is a mechanical engineer. He did not give any evidence of any skills or experience in respect of chemical analysis. Mr Dunlop gave an assessment of what was vented from the exhaust as a layman. I therefore prefer the evidence given by Mr Mencinsky and find there is no risk to the public from odour or toxicity.

Flow Rate Required

Mr George Souflious gave evidence that based upon the equipment in the dry cleaners he calculated an exhaust air flow rate of 890 l/p/s was needed. The means by which the air flow rate was calculated was related to the equipment used. The equipment has a corresponding requirement for ventilation in the ventilation code, namely the table in the appendix B "minimum exhaust air requirements based on use of enclosure". Dry-cleaners are listed at 5 l/p/s p/m/sq over the floor area. Thus the actual metreage of the premises times five will give the minimum flow rate. However, here the dryers had a higher flow rate, so the rate was approximately 12 l/p/s p/m/sq which is 500 l/p/s minimum. Eight hundred and ninety litres per second was allowed for giving a buffer.

Mr Dunlop gave evidence that in preparing his reports he had regard to Australian Standards AS16/68 Part Two and the City of Sydney Ventilation Code. The Code basically looks at the amount of fresh air required, and exhaust required for certain premises. The Code also deals with the locations of discharge and intake and whether they are deemed acceptable to occupants within the building and public health. The

fresh air rates are found in AS16/68 and Schedule A1 and exhaust in Schedule B. Two criteria were used in determining exhaust rates, classification of activities and the nature of the air discharged.

I have already stated that I preferred the evidence of Mr Mencinsky in respect of the issue of emissions.

I prefer the evidence of Mr Souflious in respect of the required ventilation over that of Mr Dunlop. The reason is that Mr Souflious uses the classification as "dry cleaners" which are unscheduled premises as a base and adds the additional requirements of the actual machinery used. Mr Souflious allows for a margin of 390 l/p/s in excess of his calculations. Mr Dunlop on the other hand classifies the premises as a commercial laundry and uses the requisite calculation according to the code for a commercial laundry. The classification is based upon the fact that such a use is approved according to the development consent. I note the use of the lot as a laundry is not approved under the terms of the lease. Thus Mr Dunlop's calculation is based upon a hypothetical situation, not the actual circumstances.

I note that an "in principle" consent has been given for the proposed ventilation from the Sydney Council. I also note that at present that the council has approved a temporary measure for a 3 year term to provide mechanical ventilation. The temporary venting system is required to be installed in the doorway to the lot and taken down each evening.

Relevant Legislation

Strata Schemes Management Act 1996

158 ***Order with respect to by-laws conferring exclusive rights or privileges over common property***

(1) An Adjudicator may make an order prescribing the making, amendment or repeal, in terms of the order, of a by-law if the Adjudicator finds:

(a) on application made by an owner, that the owners corporation has unreasonably refused to make a by-law of the kind referred to in section 51, or

(b) on application made by an owner or owners corporation, that an owner of a lot, or the lessor of a leasehold strata scheme, has unreasonably refused to consent to the terms of a proposed by-law of that kind, or to the proposed amendment or repeal of such a by-law, or

(c) on application made by any interested person, that the conditions of such a by-law relating to the maintenance or upkeep of any common property are unjust.

(2) *In considering whether to make an order under this section, an Adjudicator must have regard to:*

(a) *the interests of all owners in the use and enjoyment of their lots and common property, and*

(b) *the rights and reasonable expectations of any owner deriving or anticipating a benefit under a by-law of the kind referred to in section 51.*

(3) *An Adjudicator must not determine an application referred to in subsection (1) (a) by an order prescribing the making of a by-law in terms to which the applicant or, in the case of a leasehold strata scheme, the lessor of the scheme is not prepared to consent.*

(4) *For the purposes of subsection (1), an Adjudicator may determine that an owner has unreasonably refused consent even though the owner already has the exclusive use or privileges that are the subject of the proposed by-law.*

(5) *An order under this section, when recorded under section 209, has effect as if its terms were a by-law (but subject to any relevant order of a superior court).*

Division 4 ***Special provisions for by-laws conferring certain rights or privileges***

51 Application of Division

(1) *This Division applies to a by-law conferring on the owner of a lot specified in the by-law, or the owners of several lots so specified:*

(a) *a right of exclusive use and enjoyment of the whole or any specified part of the common property, or*

(b) *special privileges in respect of the whole or any specified part of the common property,*

and to a by-law that amends or repeals such a by-law.

(2) *This Division does not prevent an owners corporation making a by-law in accordance with section 54 of the Community Land Management Act 1989.*

55 What is the effect of a by-law?

(1) *A by-law to which this Division applies, while it remains in force, continues to operate for the benefit of, and is binding on, the owner or owners for the time being of the lot or lots specified in the by-law.*

(2) If a person becomes owner of a lot at a time when, under a by-law or under this subsection, a former owner is liable to pay money to the owners corporation, the person who becomes owner is jointly and severally liable with the former owner to pay the money to the owners corporation.

(3) Any money payable by an owner to the owners corporation under a by-law to which this Division applies or under subsection (2) may be recovered, as a debt, by the owners corporation.

Division 2 How are the by-laws enforced?

44 ***Who is required to comply with the by-laws?***

(1) The by-laws for a strata scheme bind the owners corporation and the owners and any mortgagee or covenant chargee in possession (whether in person or not), or lessee or occupier, of a lot to the same extent as if the by-laws:

(a) had been signed and sealed by the owners corporation and each owner and each such mortgagee, covenant chargee, lessee and occupier, and

(b) contained mutual covenants to observe and perform all the provisions of the by-laws.

(2) There is an implied covenant by the lessee in a lease of a lot or common property to comply with the by-laws for the strata scheme.

(3) In this section, lessee means, in relation to a lot in a strata leasehold scheme, a sublessee of the lot.

Decision

This is the reserved decision and reasons for matter SB/99/292 which was heard before the Strata Schemes Board. The matter was heard over a series of days. Final written submissions were received 9 June 2000.

In considering whether or not to make an order prescribing the making of the by-law sought the Board must firstly determine whether the owners corporation has unreasonably refused to make such a by-law of the kind referred to in section 51. Only if satisfied that there has been an unreasonable refusal to make such a by-law may the Board move on to consider whether, in the exercise of the Board's discretion such an order should be made. When considering whether or not to make the by-law sought (the second limb of section 158) the Board must have regard to:

- The interests of all owners in the use and enjoyment of their lots and common property, and

- The rights and reasonable expectations of any owner deriving or anticipating a benefit under a by-law of the kind referred to in section 51.

I will therefore deal firstly with the preliminary issue of whether there was an unreasonable refusal to make a by-law of the kind referred to in section 51.

I note the long history of negotiations in respect of by-laws. However, for the purposes of this application the issue was put before the owners corporation on 16 December 1998. Two proposals were put to the owners corporation, one proposal for rear ventilation the other for front ventilation. Both were defeated. It was the failure to pass either of the two alternate by-laws before the owners corporation that gave rise to the respondents application to the Strata Schemes Adjudicator. The by-law sought was a by-law to enable ventilation through the glazing at the front of the scheme facing onto Pitt Street, being special by-law 11.

The appellant owners corporation submits that the plans were not final plans. Council has yet to approve the work, so some adjustments may be required. Thus the appellants submit it is not unreasonable to reject the proposal as the owners corporation could be stuck with any changes imposed by council.

The respondents submitted that the plans had been finalised for some time. The only change had been to the outlet which had been moved further away from the boundary. The change was indicated in the plans of which an A4 size only was presented at the meeting. The plans given to the owners corporation for the meeting were not available at the meeting. Thus submit the respondents any changes required by council would be minimal.

It is also submitted by the appellants that concerns were expressed that the proposed by-laws would lead to unsafe or toxic emissions. The respondent claims that in respect of the issue of the emissions, a report had been requested, namely the AWT Report and given to the owners corporation dealing with these issues prior to the AGM on 16/12/98. Concerns in respect of toxicity could have been addressed by the AWT report which had been prepared at the request of the owners corporation. It was reasonable to assume that since the owners corporation requested and were given a copy of the report that such a report should have been sent out with the agenda or at least tabled on the evening by the owners corporation.

The respondent alleges the proposed by-laws were not considered on merit as some members of the owners corporation were simply opposed to having a dry-cleaners in the scheme. The respondents rely upon the evidence given by the chairperson that he could not approve the by-law as the use of lot 117 as a dry-cleaners had never been approved by the owners corporation. He voted with proxies against the proposals. Ms Allitt gave evidence that Mr Smith is also opposed to a dry cleaners being located in the scheme. The appellants claim that the owners corporation cannot be said to have been biased because the owners corporation is not a collective, rather individuals. The

reason the by-law failed is because the respondents did not have adequate information available at the meeting.

According to the principles of statutory interpretation the word "unreasonable" should be given its ordinary natural meaning. In order to ascertain the meaning of "unreasonable" the Macquarie Dictionary provides the following definitions:

"Reason"	sound judgement or good sense
"Reasonable"	agreeable to reason or sound judgement, endowed with reason
"Unreasonable"	not reasonable, not endowed with reason, not guided by reason or good sense, not based on or in accordance with reason or sound judgement

On the material before the Board it appears the decision as to whether or not to pass either ~~of the~~ proposed alternate by-laws was not addressed on merit and on the evidence available at the time. It would certainly seem that the respondents solicitor failed to put any persuasive argument for the proposal to the meeting. While it is not for the owners corporation to put the applicants case however, it does appear the executive committee was being deliberately obstructionist at the meeting. I note the executive committee of the owners corporation had specifically requested a report on emissions. This report had been provided to the executive committee. So too had copies of the plans. Mr Barrett states that at the meeting of 16/12/98 when he requested confirmation from a member of the executive committee that a report had been obtained the reply was that there was "some piece of paper". I further note the chairperson is frankly opposed to having a dry cleaners in the scheme. I note Mr Smith is also opposed to the operation of a dry cleaners in the scheme. The evidence is that many of those present at the meeting did not turn their minds to the merits of the proposal by considering information available which could have assisted in the making of the decision. Thus I find that the decision to refuse both proposed by-laws was unreasonable because the refusal was not based in accordance with reason or sound judgement. On the material available the decision was not made having regard to the merits or otherwise of the proposal. Having regard to the evidence before the Board I find the decision of the owners corporation to refuse to make either of the two alternate by-laws proposed was unreasonable.

The respondent elected to proceed to make an application in respect of the front ventilation proposal only, being special by-law 11. Having determined the decision was unreasonable, the Board must then consider whether or not to make the orders (the by-law) sought. The Board must have regard to the interest of all owners in the use and enjoyment of their lots and common property and the rights and expectations of the owner of lot 117 in respect of the anticipated benefits imposed by the by-law.

I note the opposition to a dry cleaning business in the scheme. The occupation of lot 117 by a drycleaning business is not contingent upon the outcome of this appeal. As mentioned above the drycleaning business can still use the somewhat cumbersome temporary structure.

In respect of concerns about damage to the building I note the proposed vent will go through the front glazing causing no damage to the façade.

I note the appellants submitted that the proposed by-law does not comply with the City of Sydney Ventilation Code. I also note the Ventilation allows for the giving of permission to deviate from the code in certain very limited circumstances. The respondents gave evidence that this proposal fell within the criteria (distance from the boundary and angle of the ventilation) and the Council had given an "in principle" approval for the works on 23 June 1998.

It was claimed the emissions are detrimental to the scheme, however, I accepted Mr Mencinsky's analysis that the emissions pose no risk in terms of odour and toxicity. The emission being composed of hot air, would rise and would quickly cool to ambient air temperature outside. Further those same emissions are already being expelled onto the front street outside the scheme by way of a 3 year temporary structure.

In respect of the issue of any anticipated benefits conferred by the by-law upon the owner of lot 117 the appellant submitted that no evidence had been led by the respondent to establish any benefit within the meaning of section 158 (2) (b) would be obtained from the proposed by-law other than rent. It was further submitted that rent is not a "benefit" within the meaning of section 158 (2) (b). Reliance was placed upon the decision of the Strata Schemes Board in *Gemtwin Pty Ltd v The Owners SP 16453*, SB/98/307 (Gemtwin) a decision of Member Cochrane dated 6/7/98. The appellants also submitted there is no legal obligation to ensure the premise can be used for its permitted use as a dry-cleaners. The appellants thus submit the owner of lot 117 has failed to establish that it will receive any benefit from the by-law. Consequently when balancing the competing interests of the owner of lot 117 (the respondent) as against the interests of the other lot owners in the scheme (the appellant) the appellants interests must be preferred as the respondent has not established any benefit arising from the by-law.

The respondent however claimed that rent was a very real benefit. The respondent wished to retain the current tenants and their business for the long term as the business is able to meet the high rent.

The respondent further submits that it owns a commercial lot for the purpose of leasing in order to obtain rent from tenants. If the lot cannot be leased and leased at a high rent then the value of the lot diminishes. Undoubtedly the occupants require mechanical ventilation for their business, however many commercial enterprises, if not all, would require mechanical ventilation. The installation of mechanical ventilation allows the respondent greater choice of tenant, and consequently the ability to obtain higher rent.

I do not accept the appellants submission that rent is not a benefit within the meaning of section 158 (2) (b). I also do not find that this is what was stated by Mr Cochrane in Gemtwin.

I will now deal with the issue raised as to whether or not an occupant can obtain the benefit of a by-law. I note the change in wording from section 58 (7) of the Strata Titles Act 1973 to the wording in section 55 (1) SSMA. The wording has changed from the by-law operating for the benefit of "the lot", to the current wording being that the by-law operates for the benefit of "the owner or owners" of the lots specified in the by-law. The issue has been raise by this Board, by Bugden & Allen, New South Wales Strata and Community Tiles Law at 10-805 and by Alex Ilkin in Strata Schemes and Community Management and the Law, Third Edition, LBC 1998 at p 342. Despite the slight change in the wording of these sections I find that an occupier must be able to obtain the benefit of such a by-law. If it were not many commercial and industrial lots could not be used for business purposes, or only used for such purposes by the actual lot owner. In any event in respect of this application I am satisfied the owner of lot 117 obtains the benefit of the by-law being the retention of the tenants dry-cleaning business on a long term basis.

When considering the interests of the owner of lot 117 and the competing interests of the other lot owners in the I have regard to the fact that the evidence clearly establishes that the dry-cleaners may continue to operate from lot 117 whether or not the by-law is made. To do this however the tenants must make use of a cumbersome temporary venting structure. The constant putting up and pulling down of the temporary ventilation system does not suit the current occupants. They are looking for long term premises. Lot 117 is a commercial lot. It should be able to be leased as such by the lot owner. It is not unreasonable to expect to ventilate the lot. In this instance the ventilation will be through the glazing, the façade is not damaged. I therefore find in favour of the respondents for the reasons outlined above and affirm the Adjudicators orders.

J CONLEY
Strata Schemes Board
4 September 2000

This is a certified true copy of the order.

For Registrar
Date: 4/9/00

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

COUNCIL'S CERTIFICATE

SYDNEY CITY COUNCIL (Name of Council)

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed

- ~~strata plan~~
- strata plan of subdivision

illustrated herein

~~Council does not object to the encroachment of the building beyond the alignment of~~

~~The approval is given on the condition that title~~

~~is/are subject to the restriction on user referred to in section 26 of the Strata Titles Act 1973~~

Date 13 MAY 1996

Subdivision No 20/96

*Council Delegate/Authorised Person

*Complete, or delete if inapplicable

SURVEYOR'S CERTIFICATE

I, ROBERT A PIKE

of JOHN B WHITE P/L HURSTVILLE ACN 001 149 373

a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of Schedule 1A to the Strata titles Act 1973 has been met

(2) ~~*(a) the building encroaches on a public place;~~

*(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate easement.....

~~*has been created by Registered +~~

~~*is/will be created under section 88B of the Conveyancing Act 1919~~

(3) the survey information recorded in any accompanying location plan is accurate.

Signature: [signature]

Date: 12-4-1996

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 5 sheets.

PLAN OF SUBDIVISION OF LOT 114 IN SP 51077

LGA SYDNEY

Locality : SYDNEY

Parish : ST LAWRENCE

County : CUMBERLAND

Reduction Ratio 1:

Lengths are in metres

STRATA PLAN 52535

Registered : 27-5-1996

C.A. : N° 20/96 OF 13.5.1996

Purpose : STRATA PLAN OF SUBDIVISION

Ref. Map : U1845-1344*

Last Plan : SP 51077

Name of, and *address for service of notices on, the body corporate

*Address required on original strata plan only.

THE PROPRIETORS STRATA PLAN N° 51077

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

[signature]

[signature]

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE: 120488

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Req:R214366 /Doc:SP 0052535 P /Rev:29-May-1996 /Sts:OK.OK /Prt:23-May-2011 12:45 /Pgs:ALL /Seq:1 of 5
Ref: /Src:U

STRATA PLAN 52535

*OFFICE USE ONLY

SCHEDULE OF UNIT ENTITLEMENT

LOT No	U.E.
1	61
2	54
3	61
4	62
5	53
6	55
7	56
8	64
9	54
10	56
11	56
12	66
13	59
14	61
15	63
16	67
17	60
18	62
19	64
20	68
21	61
22	64
23	65
24	68
25	60
26	66
27	66
28	69
29	60
30	66

SP 51077

LOT No	U.E.
31	67
32	69
33	63
34	66
35	67
36	70
37	63
38	66
39	68
40	72
41	64
42	69
43	70
44	72
45	65
46	69
47	76
48	79
49	66
50	72
51	77
52	79
53	68
54	73
55	78
56	81
57	68
58	72
59	77
60	80

SP 51077

LOT No	U.E.
61	68
62	72
63	80
64	84
65	69
66	75
67	80
68	84
69	97
70	103
71	89
72	101
73	106
74	84
75	99
76	111
77	89
78	100
79	111
80	86
81	102
82	113
83	89
84	103
85	115
86	99
87	105
88	113
89	94
90	107

SP 51077

LOT No	U.E.
91	120
92	98
93	108
94	120
95	102
96	109
97	121
98	102
99	110
100	121
101	104
102	110
103	128
104	104
105	114
106	128
107	107
108	119
109	131
110	109
111	125
112	148
113	112
115	177
116	116
117	96
118	160

SP 51077

AGG.	10,000

Reduction Ratio 1:

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

~~General Manager~~/Authorised Person

SURVEYOR'S REFERENCE: 120486

Req:R214366 /Doc:SP 0052535 P /Rev:29-May-1996 /Sts:OK.OK /Prt:23-May-2011 12:45 /Pgs:ALL /Seq:2 of 5
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

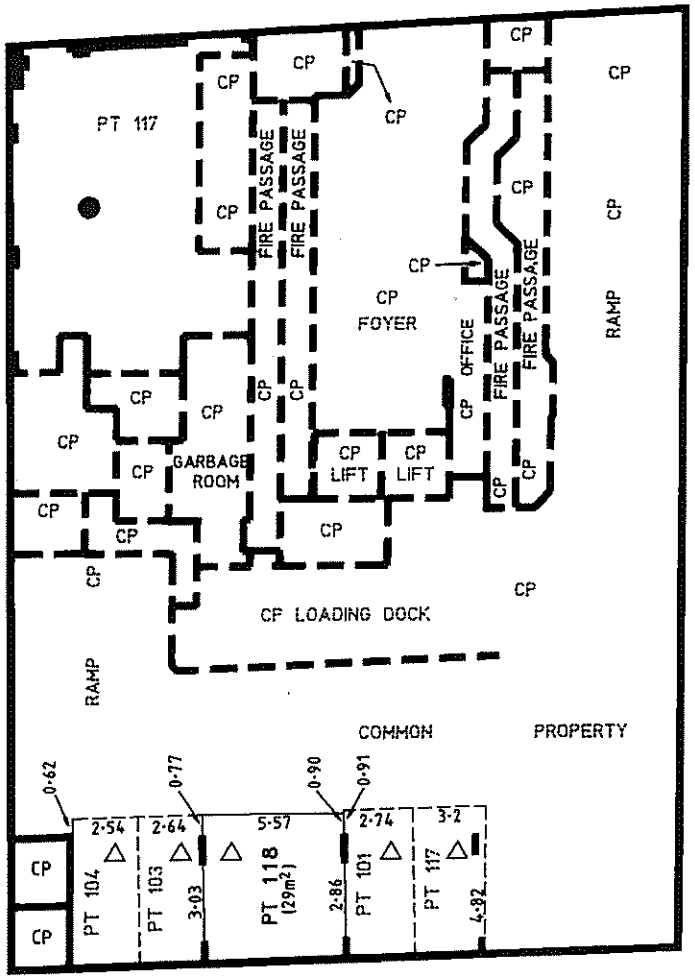
Sheet No. 3 of 5 Sheets

STRATA PLAN 52535

*OFFICE USE ONLY

GIM

LEVEL 6 (RETAIL & PARKING)



△ RESTRICTION ON USE (VIDE SP 51077)

CP DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE

BOUNDARIES SHOWN THUS ARE TO CORNER OF COLUMN

BOUNDARIES SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE

Reduction Ratio 1: 1:200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 120488

Consent Manager/Authorised Person

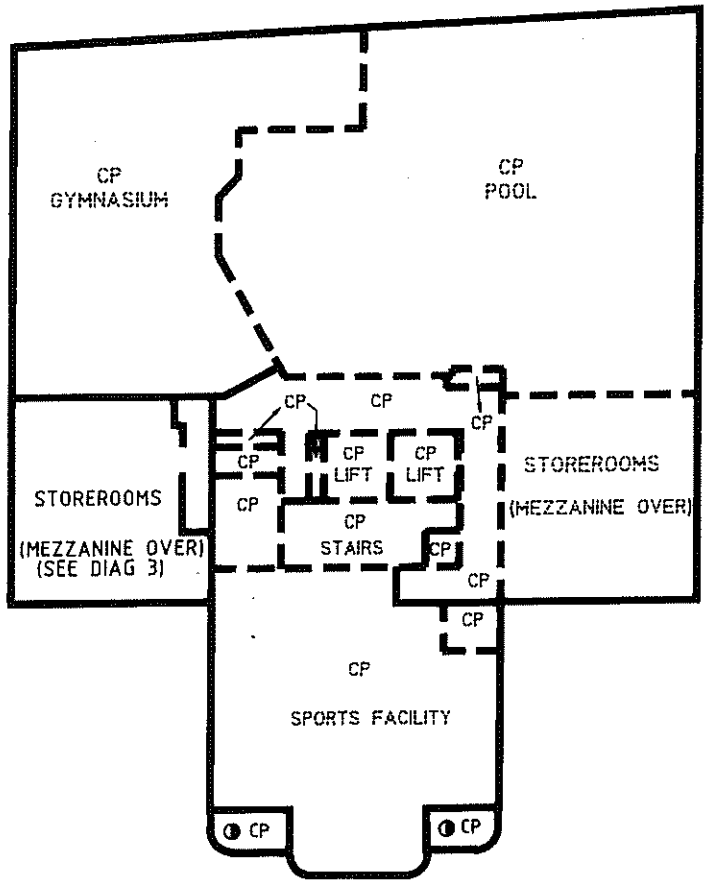
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STRATA PLAN 52535

*OFFICE USE ONLY

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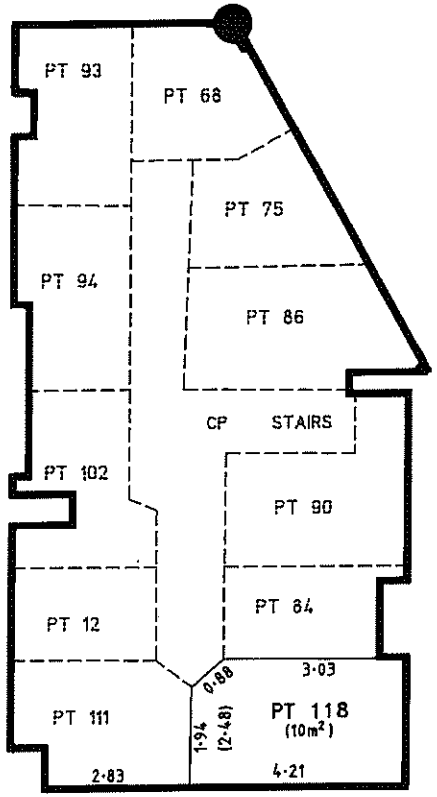
LEVEL 8



LEVEL 8A MEZZANINE

STORE ROOMS

DIAG 3
RR 1:100



CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 120488

General Manager/Authorised Person

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

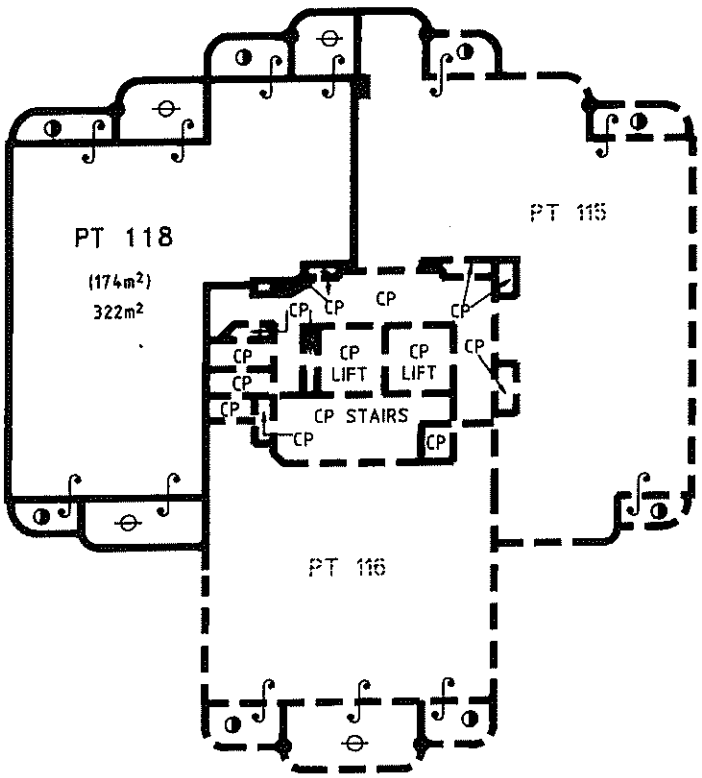
Sheet No. 5 of 5 Sheets

STRATA PLAN 52535

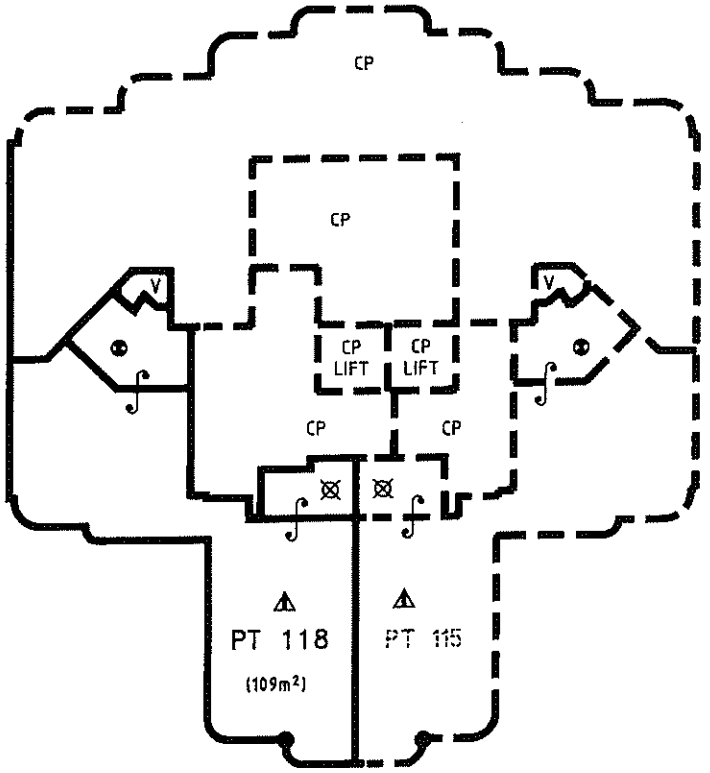
*OFFICE USE ONLY

Reg:R214366 /Doc:SP 0052535 P /Rev:29-May-1996 /Sts:OK.OK /Prt:23-May-2011 12:45 /Pgs:ALL /Seq:5 of 5
Ref: /Src:U

LEVEL 41



LEVEL 42



◑ BALCONY (COVERED)
V VOID
⊠ STORE
● HALL
⚠ TERRACE
CP DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE

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

Reduction Ratio 1: 200

Lengths are in metres

Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 120488

General Manager/Authorised Person

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

* Name of Council/* ~~Accredited Certifier~~ City of Sydney being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 ~~or * Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

* ~~strata plan~~/* strata plan of subdivision

illustrated in the annexure to this certificate

~~* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

* The strata plan/strata plan of subdivision is part of a development scheme. The * council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the encroachment of the building beyond the alignment of .....

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot(s) .....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) subject to the Strata Scheme concerned, as referred to in * section 39 of the Strata Scheme (Freehold Development) Act 1973 or * section 68 of the Strata Schemes ~~(Leasehold Development) Act 1986~~.

Date 20 November 2007

Subdivision No. 63/2007

~~Accreditation No:~~ 872/07

Relevant Development Consent No. .....

Issued by City of Sydney

.....

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

* Complete , or delete if applicable.

SURVEYOR'S CERTIFICATE

I, THEO MOSSEL

of 7 ALBEMARLE ST. NARRABEEN

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

(1) each applicable requirement of

* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

~~* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met.~~

(2) ~~* (a) the building encroaches on a public place.~~

* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:

* has been created by registered + D.P. 265868

* is to be created under section 888 of the conveyancing Act 1919

(3) * the survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 13-8-07

* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

THIS IS SHEET 1 OF MY PLAN IN 3 SHEETS

*(Insert type being adopted) Model By-Laws adopted for this scheme

Keeping of Animals: Option A/B/C

~~*Schedule of By-Laws in 4 sheets filed with plan~~

~~*No By-Laws apply~~ BY-LAWS VIDE S.P. 51077

* Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOTS 49 & 68 IN S.P. 51077

SP80391 P

L.G.A.: SYDNEY

Locality: SYDNEY

Parish: St.LAWRENCE

County: CUMBERLAND

Registered: 11.4.2008

Purpose: STRATA PLAN OF SUBDIVISION

Ref Map: U1845-1344

Last Plan: SP51077

Name of, and address for services of notices on, the owners corporation. (Address required on original strata plan only)

THE OWNERS STRATA PLAN No. 51077

SCHEDULE OF UNIT ENTITLEMENT

SEE SHEET 2

AMENDMENTS BY THEO MOSSEL 19-3-08

FOR LOCATION PLAN SEE S.P. 51077

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

Chai Leung Chor

Anita Ng Lai

EXECUTED by HSBC Bank Australia Limited
ABN 48 006 434 162 by its Attorney Gerry James Richmond under Power of Attorney dated 1 May 2007 a certified copy of which is filed at the NSW Land Titles Office in Book 4515 No. 338 and by executing this, the said Attorney certifies that they have no notice of the revocation of such Power of Attorney and that they are the COMPANY SECRETARY

SURVEYOR'S REFERENCE: 2596

Req:R214367 /Doc:SP 0080391 P /Rev:14-Apr-2008 /Sts:SC.OK /Prt:23-May-2011 12:45 /Pgs:ALL /Seq:1 of 3
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SP80391

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	U.E.
1 SP 51077	61
2 ,,	54
3 ,,	61
4 ,,	62
5 ,,	53
6 ,,	55
7 ,,	56
8 ,,	64
9 ,,	54
10 ,,	56
11 ,,	56
12 ,,	66
13 ,,	59
14 ,,	61
15 ,,	63
16 ,,	67
17 ,,	60
18 ,,	62
19 ,,	64
20 ,,	68
21 ,,	61
22 ,,	64
23 ,,	65
24 ,,	68
25 ,,	60

LOT No.	U.E.
26 SP 51077	66
27 ,,	66
28 ,,	69
29 ,,	60
30 ,,	66
31 ,,	67
32 ,,	69
33 ,,	63
34 ,,	66
35 ,,	67
36 ,,	70
37 ,,	63
38 ,,	66
39 ,,	68
40 ,,	72
41 ,,	64
42 ,,	69
43 ,,	70
44 ,,	72
45 ,,	65
46 ,,	69
47 ,,	76
48 ,,	79
50 ,,	72
51 ,,	77

LOT No.	U.E.
52 SP 51077	79
53 ,,	68
54 ,,	73
55 ,,	78
56 ,,	81
57 ,,	68
58 ,,	72
59 ,,	77
60 ,,	80
61 ,,	68
62 ,,	72
63 ,,	80
64 ,,	84
65 ,,	69
66 ,,	75
67 ,,	80
69 ,,	97
70 ,,	103
71 ,,	89
72 ,,	101
73 ,,	106
74 ,,	84
75 ,,	99
76 ,,	111
77 ,,	89

LOT No.	U.E.
78 SP 51077	100
79 ,,	111
80 ,,	86
81 ,,	102
82 ,,	113
83 ,,	89
84 ,,	103
85 ,,	115
86 ,,	99
87 ,,	105
88 ,,	113
89 ,,	94
90 ,,	107
91 ,,	120
92 ,,	98
93 ,,	108
94 ,,	120
95 ,,	102
96 ,,	109
97 ,,	121
98 ,,	102
99 ,,	110
100 ,,	121
101 ,,	104
102 ,,	110

LOT No.	U.E.
103 SP 51077	128
104 ,,	104
105 ,,	114
106 ,,	128
107 ,,	107
108 ,,	119
109 ,,	131
110 ,,	109
111 ,,	125
112 ,,	148
113 ,,	112
114 ,,	160
115 ,,	177
116 ,,	116
117 ,,	96
118	66
119	84
AGGREGATE	10,000

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

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

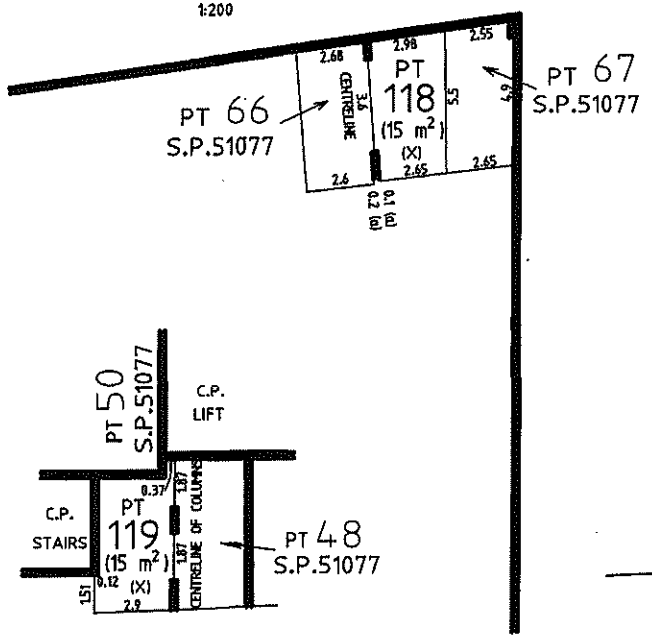
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SP80391

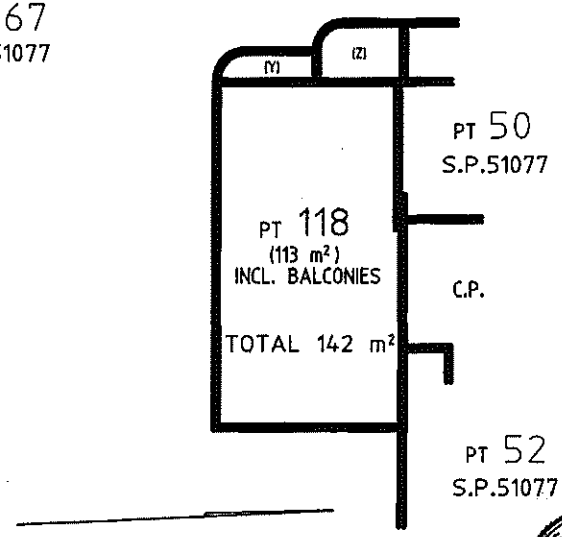
LEVEL 3 PARKING

1:200



LEVEL 21

1:200



IN PURSUANCE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, THE OWNERS STRATA PLAN No. 51077 HEREBY CERTIFIES THAT BY AN ORDINARY RESOLUTION PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ABOVE ACT AT A GENERAL MEETING HELD ON ..... IT AGREED TO THE SUBDIVISION ILLUSTRATED BY THE PLAN WHICH IS IDENTIFIED BY THE SIGNATURE(S) OF THE WITNESS(ES) TO THE AFFIXING OF ITS SEAL TO THIS CERTIFICATE

IN PURSUANCE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, THE OWNERS STRATA PLAN No. 51077 HEREBY CERTIFIES THAT IT HAS, BY THE SPECIAL RESOLUTION REFERRED TO IN SECTION 37(4)(a), AGREED TO EACH PROPOSED UNIT ENTITLEMENT AND THE PROPOSED AGGREGATE UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ON WHICH THIS CERTIFICATE IS ENDORSED.

THE COMMON SEAL OF THE OWNERS - STRATA PLAN No. 51077 WAS HEREUNTO AFFIXED ON ~~22/10/08~~ IN THE PRESENCE OF EDWARD BAKER BEING THE PERSON(S) AUTHORISED BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, TO ATTEST TO THE AFFIXING OF THE SEAL.

THE OWNERS - STRATA PLAN No. 51077 Common Seal

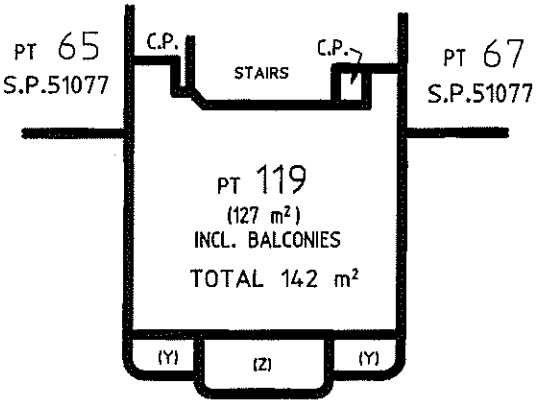
KYLE LEES

THE OWNERS - STRATA PLAN No. 51077 Common Seal

EDWARD BAKER

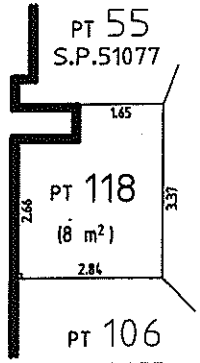
LEVEL 25

1:200



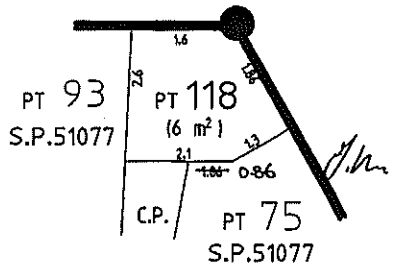
LEVEL 8 STOREROOMS

1:100



LEVEL 8A MEZZANINE STOREROOMS

1:100



(X) RESTRICTION ON USE (S.P. 51077)
(Y) DENOTES COVERED BALCONY
(Z) DENOTES ENCLOSED BALCONY
(a) DENOTES LINE OF FACE OF COLUMN
⌞ DENOTES 90°
C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

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

SURVEYOR'S REFERENCE: 2596

AMENDMENTS BY THEO MOSSEL 19-3-08

Reg:R214367 /Doc:SP 0080391 P /Rev:14-Apr-2008 /Sts:SC.OK /Prt:23-May-2011 12:45 /Pgs:ALL /Seq:3 of 3
Ref: /Src:U

Form: 15CH
Release: 2·0

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AM764996D

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/SP51077

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
IW	STRATA TITLE LAWYERS SUITE 1,LEV 10, 46 MARKET STREET SYDNEY 2000 NSW (02) 9091 8068 Reference: SP 51077	CH

(C) The Owners-Strata Plan No. 51077 certify that a special resolution was passed on 31/5/2017

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. Special By-Laws 5,14,15,22

Added by-law No. New Special by-laws 17 & 18

Amended by-law No. 5;Special Bylaws 1,2,9,11,12,13

as fully set out below:

- PLEASE SEE ATTACHED ANNEXURE "A FOR CONSOLIDATED BY-LAWS

- [NOTE: DUE TO THE REPEALING OF SPECIAL BY-LAWS AND THE REMOVAL OF THE ALREADY REPEALED BY-LAWS (5,14,15 & 22) THE CURRENT BY-LAWS HAVE BEEN RE-NUMBERED IN ACCORDANCE WITH THE GENERAL DIRECTIONS ("set out in a way that lists the by-laws that currently affect the strata scheme in a clear and logical manner").

-AMENDED BY-LAW 5 IS AT PAGE 2 OF ANNEXURE "A"
-AMENDED SPECIAL BY-LAW 1 IS AT PAGE 4 OF ANNEXURE "A"
-AMENDED SPECIAL BY-LAW 2 IS AT PAGE 5 OF ANNEXURE "A"
-AMENDED SPECIAL BY-LAW 9 (RE-NUMBERED SPECIAL BY-LAW 5)IS AT PAGE 6 OF ANNEXURE "A"
-AMENDED SPECIAL BY-LAW 11(RE-NUMBERED SPECIAL BY-LAW 7)IS AT PAGE 8 OF ANNEXURE "A"
-AMENDED SPECIAL BY-LAW 12(RE-NUMBERED SPECIAL BY-LAW 8) IS AT PAGE 9 OF ANNEXURE "A"
-AMENDED SPECIAL BY-LAW 13(NOW RE-NUMBERED SPECIAL BY-LAW 9) IS AT PAGE 9 OF ANNEXURE "A"

-ADDITIONAL SPECIAL BY-LAW 17(MAJOR RENOVATION WORKS) IS AT PAGE 13 OF ANNEXURE "A"
-ADDITIONAL SPECIAL BY-LAW 18 (MINOR WORKS) IS AT PAGE 16 OF ANNEXURE "A"

- APPROVED FORM 10 IS ATTACHED AS ANNEXURE "B"

(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. 51077 was affixed on 25/9/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Name: PHILLIP COURT

Authority: STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN No. 51077 Common Seal

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

SP 51077
BY-LAWS

A. MODEL BY-LAWS
(SCHEDULE 2 - STRATA SCHEMES MANAGEMENT REGULATION 2016 - As amended).

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

2 Vehicles
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the Owners Corporation.

3 Obstruction of Common Property
An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4 Damage to Lawns and Plants on Common Property
An owner or occupier of a lot must not:
(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to Common Property
(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
(2) An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the common property.
(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders, or
(b) any screen or other device to prevent entry of animals or insects on the lot, or
(c) any structure or device to prevent harm to children.
(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

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

THE OWNERS - STRATA PLAN No. 51077 Common Seal

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Drying of Laundry Items

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

11 Cleaning Windows and Doors

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

12 Storage of Inflammable Liquids and Other Substances and Materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving Furniture and Other Objects on or through Common Property

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

14 Floor Coverings

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

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

15 Garbage Disposal

An owner or occupier of a lot:

THE OWNERS - STRATA PLAN No. 51077 Common Seal

(a) must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),
(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

(1) Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the Strata Committee, keep any animal, bird or reptile on the lot or the common property.
(2) The Strata Committee must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of Lot

(1) The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18 Notice-board

An Owners Corporation must cause a notice-board to be affixed to some part of the common property.

19 Change in Use of Lot to be Notified

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

B. SPECIAL BY-LAWS

Special By-Law 1 - Maintaining the Lot

1. The owner and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of the by-law, shall clean the filters of any range hood installed in the lot, of grease at least every three months.

2. The Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time for the purposes of carrying out work to the common property or to determine whether work needs to be done by the Owners Corporation or if the Owners Corporation reasonably believes that the lot is occupied by more than 2 No. adults per bedroom (being not related persons).

THE OWNERS - STRATA PLAN 51077 Common Seal

Special By-Law 2 - Conveyance in the Lift

1. The owner or occupier of a lot shall not convey nor allow the conveyance in the lift of any object likely to damage or to dirty the interior of the lift.

BICYCLE CONVEYANCE IN LIFTS

2. No owner or occupier of a lot (nor any visitor of any such owner or occupier) shall use any lift for the carriage of a bicycle except with the prior approval of the Strata Committee or of a person nominated from time to time by the Strata Committee to consider applications for such approval and in accordance with the conditions of that approval. In every case it shall be a condition that the bicycle shall not be ridden, wheeled, carried or otherwise transported through the foyer on Level 6 and a further condition that any approval given may be withdrawn or varied by resolution of the Strata Committee.

SURFBOARD, SURF SKI OR WINDSURFING EQUIPMENT CONVEYANCE IN LIFTS

3. No owner or occupier of any lot (nor any visitor of any such owner or occupier) shall use any lift for the carriage of a surfboard or a surf ski or windsurfing equipment except with the prior approval of the Strata Committee or of a person nominated from time to time by the Strata Committee to consider applications for such approval and in accordance with the conditions of that approval. In every case it shall be a condition that the surfboard or surf ski or windsurfing equipment shall not be carried or otherwise transported through the foyer on Level 6 and a further condition that any approval given may be withdrawn or varied by resolution of the Strata Committee.

Special By-Law 3 - Garage Door - *(former Special by-law7)*

The owner or occupier of a lot shall ensure the garage door of that lot is in the closed position at all times other than when being used for ingress or egress.

Special By-Law 4 - Special Privileges - Lot 115 - *(former Special by-law 8)*

On the following conditions, the owner for the time being of Lot 115 ("the owner") shall have the following special privileges in respect of the common property: -

1. to install and to retain solar screening materials to the interior of all windows to his lot;
2. to install and to retain any locking or other safety device, including security grilles, to all windows and doors to his lot;
3. to construct and to retain pergolas within that part of his lot that is situated on Level 42 of the strata plan.

All which are referred to in this by-law as "the works".

CONDITIONS:

1. The Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

2. The owner, to the reasonable satisfaction of the Owners Corporation, shall maintain the alterations and additions undertaken by him pursuant to this by-law in a state of good and serviceable repair and shall replace them or any part of them as may be necessary from time to time.

3. The owner may not undertake the works or any part of them except: -
   (i) by a contractor who is duly licensed according to the provisions of the Home Building Act 1989 or any other relevant legislation; and
   (ii) in a proper and workmanlike manner and using best quality materials that are in keeping with the rest of the building.

THE OWNERS - STRATA PLAN No. 51077 Common Seal

4. The owner shall indemnify the Owners Corporation against the following: -
   (i) any liability or expense which would not have been incurred if the alterations and additions had not been undertaken; and
   (ii) any damage to the alterations and additions caused by the Owners Corporation in undertaking any work referred to in Section 64 of the Strata Titles Act 1973, or in exercising the power of entry conferred by that Section.
5. The owner shall not permit the works to be undertaken except between the hours of 8.00am and 5.00pm, Monday to Friday (inclusive) excluding public holidays.

6. The owner shall ensure that all rubbish and building debris created in the course of the works is removed from the parcel daily.

7. The works must be undertaken in such a way as to cause minimum disturbance and inconvenience to the residents in the strata scheme.

8. Any damage to the common property due to the works shall be made good by and at the cost of the owner.

Special By-Law No. 5 LOT 117–Air-Conditioning System
(Amended former Special By-Law 9)

1. This by-law grants retrospective approval for the installation of the Air-Conditioning System by the Owner and confers on the Owner special privileges in respect of part of the common property as a consequence of the installation of the Air-Conditioning System.

2. The special privileges conferred by this by-law are the rights to keep the Air-Conditioning System that affects the common property.

3. "Owner" means the owner or owners of Lot 117 from time to time in Strata Plan 51077.

4. "Air-Conditioning System" means the inverter unit erected on the wall located in the common property car park area (situated towards the rear of Lot 117).

5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

6. Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in that Act.

7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

CONDITIONS

8. If required, the Owner must deliver to the Strata Committee any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

9. The Owner shall not effect any further alteration or addition to, in or upon the common property without the prior written consent of the Owners Corporation.

REPAIR AND MAINTENANCE

10. The Owner must, at the Owner's cost:

THE OWNERS - STRATA PLAN No. 51077 Common Seal

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Ref: /Src:U

(a) properly maintain and keep the common property to which the Air-Conditioning System is installed or attached in a state of good and serviceable repair; and
(b) properly maintain and keep the Air-Conditioning System in a state of good and serviceable repair and must replace the Air-Conditioning System (or any part of it) as required from time to time.

11. If the Owner removes the Air-Conditioning System or any part of the Air-Conditioning System installed under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

LIABILITY AND INDEMNITY

12. The Owner indemnifies the Owners Corporation against -
(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Air-Conditioning System;
(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Air-Conditioning System;
(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Air-Conditioning System; and
(d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Air-Conditioning System.

13. Any loss and damage suffered by the Owners Corporation as a result of the installation of the Air-Conditioning System may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

14. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Air-Conditioning System proposed under this by-law.

BREACH OF BY-LAW

15. The Owners Corporation reserves the right to take action against the Owner to replace the Air-Conditioning System or reinstate the common property affected by the Air-Conditioning System to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

REINSTATEMENT

16. In the event that Lot 117 ceases to be used as premises for a convenience store the Owner shall, at the written request of the Owners Corporation and at the expense of the Owner, forthwith return the common property as far as is then reasonably possible (but without the removal of any structural support) to the condition in which it was immediately before the installation of the Air-Conditioning System and this by-law shall then cease to have effect. In the event that the Owner fails to comply with such written request within seven days of its delivery to Lot 117 the Owners Corporation may, at the expense and risk of the Owner, do all the things that the Owner was required by the written notice to do.

MISCELLANEOUS

15. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

THE OWNERS - STRATA PLAN No. 51077 Common Seal

17.The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015.*

Special By-Law 6 – Operation of Vehicles -*(former Special by-law10)*

1. An owner or occupier of a lot must not drive a motor vehicle or any motorised vehicle upon any portion of the common property:

(a) unless the headlights of the motor vehicle are (or the sole headlight, if the vehicle is a scooter or motorbike) switched on and operative;
(b) at a speed in excess of 5 kilometres per hour (or such greater speed as may be determined by the Strata Committee from time to time and incorporated in signs displayed in and about the common property);
(c) in such a way as to be likely to cause injury to any person lawfully upon the common property;
(d) in such a way as to cause damage to the common property, to the property of the Owners Corporation or to the property of any other person;
(e) in such a way as to obstruct the passage of any motor vehicle or motorised vehicle lawfully upon the common property.

2. It is the responsibility of every owner and occupier of any lot to ensure that the provisions of this by-law are fully observed and performed by every person who is or comes upon the common property as his or her invitee, tradesman or visitor.

Special By-Law 7 – Parking -*(former Special by-law11)*

1. An owner or occupier of a lot shall not park a motor vehicle or a scooter or motorbike or a bicycle or trailer upon any portion of the common property without the prior approval of the Strata Committee (which may be given on its behalf by such person or persons as it may from time to time appoint for the purpose) except:
   (a) in front of a garage into which it is about to be driven, but only for a period of not more than five minutes and solely for the purpose of opening the door of that garage and to allow passengers to alight;
   (b) in front of a garage from which it has just been driven, but only for a period of not more than five minutes and solely for the purpose of closing the door of that garage and to allow passengers to board;
   (c) in front of a lift lobby space, but only for a period of not more than five minutes and solely for the purpose of allowing passengers to board or to alight.

2. It is the responsibility of every owner and occupier of any lot to ensure that the provisions of this by- law are fully observed and performed by every person who is or comes upon the common property as his or her invitee, tradesman or visitor.

3. While a vehicle described in this by-law is parked in an area that is not a parking space, the driver must ensure that either its headlights or its hazard lights shall be on and remain turned on.

4. If a vehicle is parked in breach of this by-law and it is left on common property, placed so that it blocks an exit or entrance or otherwise obstructs the use of common property, the Owners Corporation may serve a removal notice pursuant to s125 of *the Strata Schemes Management Act 2015* and, upon failure by the owner of the vehicle to comply with the removal notice, and after 48 hours can take action, at the expense of that owner, to move the vehicle to another place on the common property or to the nearest place or road on which it may lawfully be removed.

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Special By-Law 8 – Smoking *-(former Special by-law12)*

1. An owner or occupier of a lot shall not smoke any cigarette, cigar, pipe, tobacco product or other substance in or upon any part of the common property.

2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not drift to the common property or to any other lot.

3. It is the responsibility of every owner and occupier of any lot to ensure that the provisions of this by- law are fully observed and performed by every person who is or comes upon the common property as his or her invitee, tradesman, or visitor.

Special By-Law 9 – Signs *-(former Special by-law13)*

An owner or an occupier of a lot shall conform to the requirements of any sign that may from time to time be exhibited in or about the common property with the apparent authority of the Strata Committee relating to any of the following matters:

- driving a motor vehicle
- driving a motorised vehicle
- using an unmotorised vehicle of vehicular device
- parking
- loading
- unloading
- smoking
- eating
- drinking

upon any part of the common property.

Special By Law 10 – Creation of additional habitable space within Lot
-(former Special by-law16)

No owner or occupier of a lot shall erect or construct or install or place any curtain, partition or other structure (including furniture more than 1.2 meters high) within a lot so as to create additional habitable space to the effect of subdividing any room in that lot

Special By-Law 11 – Air-Conditioning *-(former Special by-law17)*

1. It is inappropriate for the Owners Corporation to maintain, renew, replace or repair any air-conditioning equipment or facilities that are located within or accessible from a lot and this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

2. The owner of a lot shall be responsible for maintaining, renewing, replacing or repairing any air-conditioning equipment or facilities that are located within or accessible from that lot (including the control and switch equipment) so that that equipment remains serviceable and operative.

3. Without limiting the generality of this Special By-law, the owner of a lot shall have all air-conditioning equipment or facilities that are located within or accessible from that lot regularly serviced by a properly qualified tradesman and shall ensure that the filters of those facilities are properly cleaned not less frequently than once every two months.

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4. This Special By-law does not apply to air-conditioning equipment that is located in a part of a lot that is situated below Level 9 of the building.

Special By-Law 12 – Maximum Occupancy *-(former Special by-law19)*

1. Subject to clause 36 of the Strata Schemes Management Regulation 2016:
   (a) No more than two adult persons shall occupy any bedroom.
   (b) No bedroom shall contain more than two beds (other than children's beds, cots or bassinets).
   (c) No lot shall be occupied by more adult persons than twice the number of bedrooms in that lot.

2. For the purposes of this by-law "bedroom" means a room that was approved as a bedroom by the Council of the City of Sydney in the Development Application made for the development of the site at 304-308 Pitt Street, Sydney pursuant to which the building now part of the common property in Strata Plan 51077 was constructed and "adult person" means a person over fifteen years of age.

3. For the purpose of settling any possible misunderstanding the following table is added to show the number of bedrooms in each lot in Strata Plan 51077. (Annexed Hereto)

Lot 1 - 2	Lot 2 - 2	Lot 3 - 2
Lot 4 - 2	Lot 5 - 2	Lot 6 - 2
Lot 7 - 2	Lot 8 - 2	Lot 9 - 2
Lot 10 - 2	Lot 11 - 2	Lot 12 - 2
Lot 13 - 2	Lot 14 - 2	Lot 15 - 2
Lot 16 - 2	Lot 17 - 2	Lot 18 - 2
Lot 19 - 2	Lot 20 - 2	Lot 21 - 2
Lot 22 - 2	Lot 23 - 2	Lot 24 - 2
Lot 25 - 2	Lot 26 - 2	Lot 27 - 2
Lot 28 - 2	Lot 29 - 2	Lot 30 - 2
Lot 31 - 2	Lot 32 - 2	Lot 33 - 2
Lot 34 - 2	Lot 35 - 2	Lot 36 - 2
Lot 37 - 2	Lot 38 - 2	Lot 39 - 2
Lot 40 - 2	Lot 41 - 2	Lot 42 - 2
Lot 43 - 2	Lot 44 - 2	Lot 45 - 2
Lot 46 - 2	Lot 47 - 2	Lot 48 - 2
Lot 49 - 2	Lot 50 - 2	Lot 51 - 2
Lot 52 - 2	Lot 53 - 2	Lot 54 - 2
Lot 55 - 2	Lot 56 - 2	Lot 57 - 2
Lot 58 - 2	Lot 59 - 2	Lot 60 - 2
Lot 61 - 2	Lot 62 - 2	Lot 63 - 2
Lot 64 - 2	Lot 65 - 2	Lot 66 - 2
Lot 67 - 2	Lot 68 - 2	Lot 69 - 3
Lot 70 - 3	Lot 71 - 2	Lot 72 - 3
Lot 73 - 3	Lot 74 - 2	Lot 75 - 3
Lot 76 - 3	Lot 77 - 2	Lot 78 - 3
Lot 79 - 3	Lot 80 - 2	Lot 81 - 3
Lot 82 - 3	Lot 83 - 2	Lot 84 - 3
Lot 85 - 3	Lot 86 - 2	Lot 87 - 3
Lot 88 - 3	Lot 89 - 2	Lot 90 - 3
Lot 91 - 3	Lot 92 - 2	Lot 93 - 3
Lot 94 - 3	Lot 95 - 2	Lot 96 - 3
Lot 97 - 3	Lot 98 - 2	Lot 99 - 3

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Lot 100 - 3	Lot 101 - 2	Lot 102 - 3
Lot 103 - 3	Lot 104 - 2	Lot 105 - 3
Lot 106 - 3	Lot 107 - 2	Lot 108 - 3
Lot 109 - 3	Lot 110 - 2	Lot 111 - 3
Lot 112 - 3	Lot 113 - 2	Lot 115 - 3
Lot 116 - 2	Lot 117 - 0	Lot 118 - 3

Special By-Law 13 – Pool and Gymnasium Rules *(former special by-law 20)*

1. In this by-law "the pool" refers to the swimming pool, the spa, the sauna, the glassed-in enclosed area about the swimming pool, and the gymnasium and golf practice enclosure within the parcel.

2. The owner or occupier of a lot shall not use nor allow the use of the pool otherwise than during hours determined and notified from time to time by the Strata Committee.

3. The owner or occupier of a lot shall not allow the use of the pool by his or her invitees except when accompanied by that owner or occupier.

4. The owner or occupier of a lot shall not do any of the following nor allow them to be done by his or her invitees in the pool –
   a. smoking, eating or drinking;
   b. consuming alcohol;
   c. using bottles or glass;
   d. running, jumping or diving;
   e. using balls, boogie boards or large inflated objects or like devices;
   f. using soap, bubble bath or shampoo;

   but nothing in this by-law prohibits the use of bottled drinking water in the gymnasium.

5. The owner or occupier of a lot shall not enter or pass through any part of the building from the pool while wet, nor allow his or her invitees to do so.

Special By-Law 14 – Use of Facilities *-(former Special by-law21)*

1. The Strata Committee may from time to time make or vary rules setting out the times and conditions under which the courtyard, the squash court, the billiard table and equipment, the table tennis table and equipment, the swimming pool, the spa, the sauna, the glassed-in enclosed area about the swimming pool, the meeting room, the gymnasium and the equipment therein and the golf practice enclosure within the parcel (hereinafter referred to as "the facilities") may be used.

2. The owner or occupier of a lot shall not use nor allow the use of the facilities by his or her invitees in any way that contravenes those rules current at the time of use.

3. In the event that it is reasonably believed by the Strata Committee or by a person appointed by the Strata Committee from time to time as Building Manager that a lot is being used in contravention of Special By-Law 10 (Creation of additional habitable space within Lot) or of Special By-Law 11 (Maximum Occupancy) access to some or all of the facilities may be withdrawn by cancelation of access to some or all of the facilities otherwise accessible by use of access keys issued in relation to that lot.

4. In the event of such withdrawal the owner of the lot shall be entitled to apply to the Strata Committee for restoration of access to the facilities upon either producing evidence that is satisfactory to the Strata Committee that the contravention no

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longer exists or upon giving satisfactory undertakings to the Strata Committee or, if the Strata Committee so requires, both.

Special By-Law 15 – Tenanted Lots *-(former Special by-law23)*

1. No owner or occupier of a lot shall let or sublet that lot or any residential part thereof to any person for a term that is less than three successive calendar months.

2. No owner or occupier of a lot shall grant a licence to any person for fee or reward (whether payable directly or otherwise) to occupy that lot or any residential part thereof.

3. No owner of a lot shall allow that lot to be occupied for fee or reward by a tenant otherwise than under the terms of a Residential Tenancy Agreement.

4. No tenant or other occupier of a lot shall allow that lot or any part of that lot to be occupied for fee or reward or sublet otherwise than under the terms of a Residential Tenancy Agreement.

5. In the event that any lot or part of a lot is occupied under the terms of a Residential Tenancy Agreement every party to that Residential Tenancy Agreement shall within fourteen days of the date of commencement of the term reserved by that Residential Tenancy Agreement produce to the Building Manager (or to such other person or persons as the Strata Committee may from time to time nominate) either a certified copy of the original Residential Tenancy Agreement for retention on behalf of the Owners Corporation or the original Residential Tenancy Agreement and, if the latter, the person to whom it is presented shall be entitled to make a copy for retention on behalf of the Owners Corporation.

6. In the event that any lot or part of a lot is occupied under the terms of a Residential Tenancy Agreement no person shall be entitled or permitted to reside therein whose name is not listed as a tenant in that Residential Tenancy Agreement. The Owners Corporation may, by resolution of the Strata Committee, expel or exclude from the common property, from access to that lot and from that lot any person reasonably believed to be occupying the lot or part of the lot otherwise than under the terms of a Residential Tenancy Agreement that has been produced pursuant to the provisions of the immediately preceding paragraph of this Special by-law (which paragraph is denominated (5)).

7. No lot may be used by any person as a serviced apartment nor may any lot or part of a lot be used as a hostel, as backpacker accommodation, as a boarding house or as a guest house.

8. Duties and obligations arising under this Special by-law are additional to the duties and obligations imposed by section 258 of the Strata Schemes Management Act 2015.

9. This Special By-Law does not apply to any part of a lot that is situated below Level 8 of the building.

Special By-Law 16 – Electronic Service of Notices *-(former Special by-law24)*

1. This by-law applies to the service of notice or other document required or authorized by the Act or the by-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including the notice or minutes of a general meeting of the Owners Corporation or the notice or minutes of a Strata Committee Meeting.

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2. Subject to section 263 and 264 of the Strata Schemes Management Act 2015, a document may be served on the owner of a lot by electronic means by sending the document to an email address given by the owner in writing to the Owners Corporation for the service of documents and not withdrawn by the owner by the notice in writing.

3. A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.

4. If a document is not served by electronic means (whether because the sender receives notice in accordance with clause 3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

Special By-Law 17 – Major Renovation Works

1. Each owner of a lot shall have the right to carry out major renovation works to or within that lot, but only after a written application is submitted to the Owners Corporation, and after the written approval of the Strata Committee is provided.

2. For the purposes of this special by-law the term "major renovation works" means the following:

   (a) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot;

   (b) Waterproofing works to the external balconies and courtyards within a lot;

   (c) Removal of any internal non load-bearing or load-bearing wall or walls and any other structural works to a lot;

   (d) Installation of external shutters and blinds and any other works that change the external appearance of a lot, provided that the works are in keeping with the external appearance of the building.

3. Where any works covered under this by-law were undertaken by an owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.

4. The Strata Committee may in relation to any application for its consent:
   (a) reject the application in whole or in part;
   (b) require the application to be amended by the addition to it of further information or material;
   (c) require the application to be amended by the deletion from it of information or material;
   (d) approve the application in whole or in part subject to conditions; or
   (e) approve the application in whole or in part.

5. Major renovation works are subject to the following Conditions:

Before undertaking the major renovation works

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(a) The owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from-
   i).the Strata Committee of the Owners Corporation;
   ii).the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
   iii).any other relevant statutory authority whose requirements apply to undertaking the works.

(b) The owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
   i).plans and drawings/ diagrams;
   ii).specifications of work;
   iii).any other documents reasonably required by the Strata Committee.

(c) The owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers' compensation insurance and public liability insurance of at least $1,000,000 (or such greater sum as is required by the Strata Committee as a condition of approval) and must provide certificates of currency evidencing the insurance reasonably required by the Strata Committee.

(d) The owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

(e) Upon request of the Strata Committee or Owners Corporation representative, the owner must obtain and submit to the Strata Committee for approval, a special by-law that complies with the governing legislation that has been drafted by a qualified lawyer.

(f) The Strata Committee will submit the documentation (including documents as per clause 5(a) and (b) and the drafted by-law) for a written approval.

Approval of the Strata Committee

(g) Conditions to which any consent may be given by the Strata Committee may relate to:
   i). the provision to the Owners Corporation of a bond or bonds;
   ii). the provision to the Owners Corporation of an unconditional bank guarantee or guarantees in such sum or sums as the Strata Committee may reasonably determine;
   iii). the provision of evidence of the currency of insurances against stipulated risks;
   iv). the payment or reimbursement of any costs, fees and expenses reasonably incurred by the Owners Corporation in dealing with the application and the implementation of any conditions to which approval of the application is subject;
   v). the times at which materials can be delivered to and removed from the common property;
   vi). the times at which major works can and cannot be carried out;
   vii). requiring the owner of the lot to obtain an amended draft by-law submitted at the time of the application.
   viii). notification of the proposed works be given to the owners and occupiers of the lots on the level where the works are proposed and in all lots on the level immediately above and the level immediately below of the work that is proposed.

Carrying out the major renovation works

(h) In carrying out the works, the owner must:
   (i) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Strata Committee;

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(ii) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
(iii) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
(iv) only undertake works at times approved by the Strata Committee;
(v) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
(vi) remove all debris resulting from undertaking the works immediately from the building; and
(vii) ensure security of the building by not causing the front security garage door to be fixed open for an unreasonable period of time

(i) The owner must ensure that the works shall be done:
i. in a proper and workmanlike manner and by duly licensed contractors; and
ii. in accordance with the drawings and specifications approved by the local council and the Strata Committee.

After completing the major renovation works

6. The owner must, within such reasonable time as the Strata Committee may stipulate, provide the Strata Committee with:
a) if the works involved any waterproofing works within the lot, a waterproofing certificate by a Master Plumber or Certifier evidencing and confirming that the waterproofing has been carried out in accordance with industry best practice and that it complies with every relevant standard; and
b) any other document reasonably required by the Strata Committee in relation to the works carried out by the owner.

REPAIR AND MAINTENANCE

7. The owner must, at the owner's cost:
(a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
(b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

8. If the owner removes the works or any part of the works undertaken under this by-law, the owner must at the owner's own cost, restore and reinstate the common property to its original condition.

LIABILITY AND INDEMNITY

9. The owner indemnifies the Owners Corporation against:
(a) any amount payable by way of increased fire safety compliance or local authority requirements or increased insurance premiums as a direct result of the works;
(b) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss ordamage arises from or in relation to the works;
(c) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.

10. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the owner as a debt due to the Owners Corporation on written demand or at the direction of the Owners Corporation and, if not paid at the end of one (1) month from the date on which it is due, will bear until

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paid, interest at the rate of 10% per annum until the loss and damage is made good.

BREACH AND REMEDY

11. In case of breach of this by-law the Owners Corporation reserves the right to take action against the owner to replace the works or reinstate the common property affected by the works to its original condition if the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

12. If consent to major renovation works is given subject to a condition and the owner does not comply with the condition, the consent may be withdrawn or cancelled by the Strata Committee.

13. Upon registration of the appropriate by-law, in the event that the approved major renovation works have been commenced but not completed within twenty-eight (28) days of the Strata Committee delivering a notice to the mailbox within the common property of the relevant lot requiring the renovation or building work to be completed the Strata Committee may arrange for the work to be completed as approved and all costs, fees and expenses incurred by the Owners Corporation in order to have the work completed as approved shall be charged to the owner for the time being of that lot. The Strata Committee may, at its discretion, grant extensions to the period of twenty-eight days.

GENERAL

14. In making any decision about any matter arising under this special by-law the Strata Committee shall act reasonably and afford every applicant the opportunity to be heard if the applicant asks to be heard on the matter.

Special By-Law 18 – Minor Works

1. Each owner has the right to undertake 'Minor Works', subject to the conditions set out in this By-Law and limited to the following works:
   (a) Renovating and/or replacing the kitchen, bathroom and laundries, including:
      (i) reconfiguring the walls;
      (ii) replacing floor tiles, pipes, cables, wires and conduits; and
      (iii) installing an external hot water service connecting to the kitchen, bathroom or laundry within the Lot.
   (b) changing recessed light fittings;
   (c) Installing or replacing wood or other hard floors;
   (d) Installing or replacing wiring or cabling or power or access points;
   (e) Installing additional telephone lines;
   (f) Installing a reverse cycle split system air-conditioner;
   (g) Installing ceiling insulation;
   (h) Any works related to power or gas upgrades or installations, including replacing, upgrading, altering or adding to the power cabling or gas lines;
   (i) Installing doubled glazed windows and doors;
   (j) Installing false ceilings (so long as it does not effect the structural integrity of the building).

2. Pursuant to section 110(6)(b) of the *Strata Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Works outlined in this by-law.

3. Minor Works are subject to the following Conditions:

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Before undertaking the Minor Works

(a) The owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from –

i). the Strata Committee of the Owners Corporation;

ii). the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and

iii). any other relevant statutory authority whose requirements apply to undertaking the works.

(b) The owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:

i). plans and drawings/ diagrams;

ii). specifications of work;

iii). any other documents reasonably required by the Strata Committee.

(c) The owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers' compensation insurance and public liability insurance of at least $1,000,000 (or such greater sum as is required by the Strata Committee as a condition of approval) and must provide certificates of currency evidencing the insurance reasonably required by the Strata Committee.

(d) The owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

(e) The owner must formally notify the owners and occupiers in all lots on the level where the Minor Works are proposed and in all lots on the level immediately above and the level immediately below of the work that is proposed, at least 14 days before commencing any work.

Carrying out the Minor Works

(e) In carrying out the works, the owner must:

(i) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;

(ii) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;

(iii) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;

(iv) only undertake works at times approved by the Strata Committee;

(v) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

(vi) remove all debris resulting from undertaking the works immediately from the building;

(vii) ensure security of the building by not causing the front security garage door to be fixed open for an unreasonable period of time

(f) The owner must ensure that the works shall be done in a proper and workmanlike manner and by duly licensed contractors; and in accordance with the drawings and specifications approved by the local council and the Strata Committee.

After completing the Minor Works

(g) If an owner installs new flooring, the owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the works and those new flooring installations achieve the

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anticipated performance standards that is expected of those types of flooring installations.

(h) The owner must submit to the Owners Corporation any documents relating to the works reasonably required by the Owners Corporation.

REPAIR AND MAINTENANCE

4. The owner must, at the owner's cost:
   (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
   (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

5. If the owner removes the works or any part of the works undertaken under this by-law, the owner must at the owner's own cost, restore and reinstate the common property to its original condition.

LIABILITY AND INDEMNITY

6. The owner indemnifies the Owners Corporation against:
   (a) any amount payable by way of increased fire safety compliance or local authority requirements or insurance premiums as a direct result of the minor works;
   (b) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Minor Works; and
   (c) liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of the common property attached to the works.

7. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the owner as a debt due to the Owners Corporation on written demand or at the direction of the Owners Corporation and, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, interest at the rate of 10% per annum until the loss and damage is made good.

BREACH AND REMEDY

8. In case of breach of this by-law, the Owners Corporation reserves the right to take action against the owner to replace the works or reinstate the common property affected by the works to its original condition if the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

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FILM WITH

AM764996

Annexure "B"

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 **51077** was affixed on ^ 25 SEPTEMBER 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: PHILLIP COURT 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 it 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.

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Created 2016

Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AN386604G

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/SP51077

(B) **LODGED BY**

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(C) The Owners-Strata Plan No. 51077 certify that a special resolution was passed on 4/4/2018

(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.

Added by-law No. Special By-law No.19

Amended by-law No.

as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 51077 which includes new Added Special By-law No.19 starting from Page 15 of 16 respectively.

(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 1

(G) The seal of The Owners-Strata Plan No. 51077 was affixed on 22 MAY 2018 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: TROY SLIGHT

Authority: STRATA MANAGING AGENT

THE OWNERS - STRATA PLAN No. 51077 Common Seal

Signature:

Name:

Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 51077

STRATA SCHEMES MANAGEMENT REGULATION 2016 (NSW) SCHEDULE 2 BY-LAWS FOR PRE-1996 STRATA SCHEMES

1 Noise

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

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

An owner or occupier of a lot must not:

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

5 Damage to Common Property AMENDED (AM764996D) to read as follows:

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
(3) This by-law does not prevent an owner or person authorised by an owner from installing:
  (a) any locking or other safety device for protection of the owner's lot against intruders, or
  (b) any screen or other device to prevent entry of animals or insects on the lot, or
  (c) any structure or device to prevent harm to children.
(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

The seal of The Owners-Strata Plan No 51077 was affixed on 22 May 2018..... 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(s): .....

Name(s) [use block letters]: TREVOR BRIGHT.....

Authority:...STRATA MANAGING AGENT.....

THE OWNERS - STRATA PLAN No. 51077 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
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8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Drying of Laundry Items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning Windows and Doors

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

12 Storage of Inflammable Liquids and Other Substances and Materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving Furniture and Other Objects on or through Common Property

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

14 Floor Coverings

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

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

15 Garbage Disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

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17 Appearance of Lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18 Notice-board

An owners corporation must cause a notice-board to be affixed to some part of the common property.

19 Change in Use of Lot to be Notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

Special By-Law 1 - Maintaining the Lot (2479838M) AMENDED (AM764996D) to read as follows:

1. The owner and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of the by-law, shall clean the filters of any range hood installed in the lot, of grease at least every three months.
2. The Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time for the purposes of carrying out work to the common property or to determine whether work needs to be done by the Owners Corporation or if the Owners Corporation reasonably believes that the lot is occupied by more than 2 adults per bedroom (being not related persons).

Special By-Law 2 - Conveyance in the Lift (2479838M) – AMENDED (AC205715M) AMENDED (AM764996D) to read as follows:

1. The owner or occupier of a lot shall not convey nor allow the conveyance in the lift of any object likely to damage or to dirty the interior of the lift.

BICYCLE CONVEYANCE IN LIFTS

2. No owner or occupier of a lot (nor any visitor of any such owner or occupier) shall use any lift for the carriage of a bicycle except with the prior approval of the Strata Committee or of a person nominated form time to time by the Strata Committee to consider applications for such approval and in accordance with the conditions of that approval. In every case it shall be a condition that the bicycle shall not be ridden, wheeled, carried or otherwise transported through the foyer on Level 6 and a further condition that any approval given may be withdrawn or varied by resolution of the Strata Committee.

SURFBOARD, SURF SKI OR WINDURFING EQUIPMENT CONVEYANCE IN LIFTS

3. No owner or occupier of any lot (nor any visitor of any such owner or occupier) shall use any lift for the carriage of a surfboard or a surf ski or windsurfing equipment except with the prior approval of the Strata Committee or of a person nominated from time to time by the Strata Committee to consider applications for such approval and in accordance with the conditions of that approval. In every case it shall be a condition that the surfboard or surf ski or windsurfing equipment shall not be carried or otherwise transported through the foyer on Level 6 and a further condition that any approval given may be withdrawn or varied by resolution of the Strata Committee.

Special By-Law 3 - Garage Door – Former Special By-Law 7 (AM764996D)

That the owner or occupier of a lot maintain the garage door of his lot in the closed position at all times other than when being used for ingress or egress.

Special By-Law 4 - Special Privileges - Lot 115 – Former Special By-Law 8 (AM764996D)

On the following conditions, the owner for the time being of Lot 115 ("the owner") shall have the following special privileges in respect of the common property:-

1. to install and to retain solar screening materials to the interior of all windows to his lot;
2. to install and to retain any locking or other safety device, including security grilles, to all windows and doors to his lot;
3. to construct and to retain pergolas within that part of his lot that is situated on Level 42 of the strata plan.

All which are referred to in this by-law as "the works".

Conditions:

1. The owners corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

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2. The owner, to the reasonable satisfaction of the owners corporation, shall maintain the alterations and additions undertaken by him pursuant to this by-law in a state of good and serviceable repair and shall replace them or any part of them as may be necessary from time to time.
3. The owner may not undertake the works or any part of them except:-
   (i) by a contractor who is duly license according to the provisions of the Building Services corporation Act 1989; and
   (ii) in a proper and workmanlike manner and using best quality materials that are in keeping with the rest of the building.
4. The owner shall indemnify the owners corporation against the following:-
   (i) any liability or expense which would not have been incurred if the alterations and additions had not been undertaken; and
   (ii) any damage to the alterations and additions caused by the owners corporation in undertaking any work referred to in Section 64 of the Strata Titles Act 1973, or in exercising the power of entry conferred by that Section.
5. The owner shall not permit the works to be undertaken except between the hours of 8.00am and 5.00pm, Monday to Friday (inclusive) excluding public holidays.
6. The owner shall ensure that all rubbish and building debris created in the course of the works is removed from the parcel daily.
7. The works must be undertaken in such a way as to cause minimum disturbance and inconvenience to the residents in the strata scheme.
8. Any damage to the common property due to the works shall be made good by and at the cost of the owner.
9. An owner of occupier of a lot:-
   (i) shall not exceed five kilometers per hour when driving a vehicle upon the common property; (ii) shall drive safely when upon the common property; and
   (iii) shall ensure that the headlights to his vehicle are on when on the ramp to the car parking area and when in the car parking area.

Special By-Law 5 – Lot 117 – Air Conditioning System – Amended former Special By-Law 9 (AM764966D)

1. This by-law grants retrospective approval for the installation of the Air-Conditioning System by the Owner and confers on the Owner special privileges in respect of part of the common property as a consequence of the installation of the Air-Conditioning System.
2. The special privileges conferred by this by-law are the rights to keep the Air-Conditioning System that affects the common property.
3. "Owner" means the owner or owners of Lot 117 from time to time in Strata Plan 51077.
4. "Air-Conditioning System" means the inverter unit erected on the wall located in the common area property car park area (situated towards the rear of Lot 117).
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
6. Words defined in the *Strata Schemes Management Act 2015* have the meaning given to them in that Act.
7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

CONDITIONS

8. If required, the Owner must deliver to the Strata Committee any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.
9. The Owner shall not effect any further alteration or addition to, in or upon the common property without the prior written consent of the Owners Corporation.

REPAIR AND MAINTENANCE

10. The Owner must, at the Owner's cost:
    (a) properly maintain and keep the common property to which the Air-Conditioning System is installed or attached in a state of good and serviceable repair; and
    (b) properly maintain and keep the Air-Conditioning System in a state of good and serviceable repair and must replace the Air-Conditioning System (or any part of it) as required from time to time.

11. If the Owner removes the Air-Conditioning System or any part of the Air-Conditioning System installed under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

LIABILITY AND INDEMNITY

12. The Owner indemnifies the Owners Corporation against –
    (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Air-Conditioning System;
    (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Air-Conditioning System;

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(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Air-Conditioning System;

(d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Air-Conditioning System.

13. Any loss and damage suffered by the Owners Corporation as a result of the installation of the Air- Conditioning System may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

14. To the extent that section 106(3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Air-Conditioning System proposed under this by-law.

BREACH OF BY-LAW

15. The Owners Corporation reserves the right to take action against the Owner to replace the Air- Conditioning System or reinstate the common property affected by the Air-Conditioning System to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

REINSTATEMENT

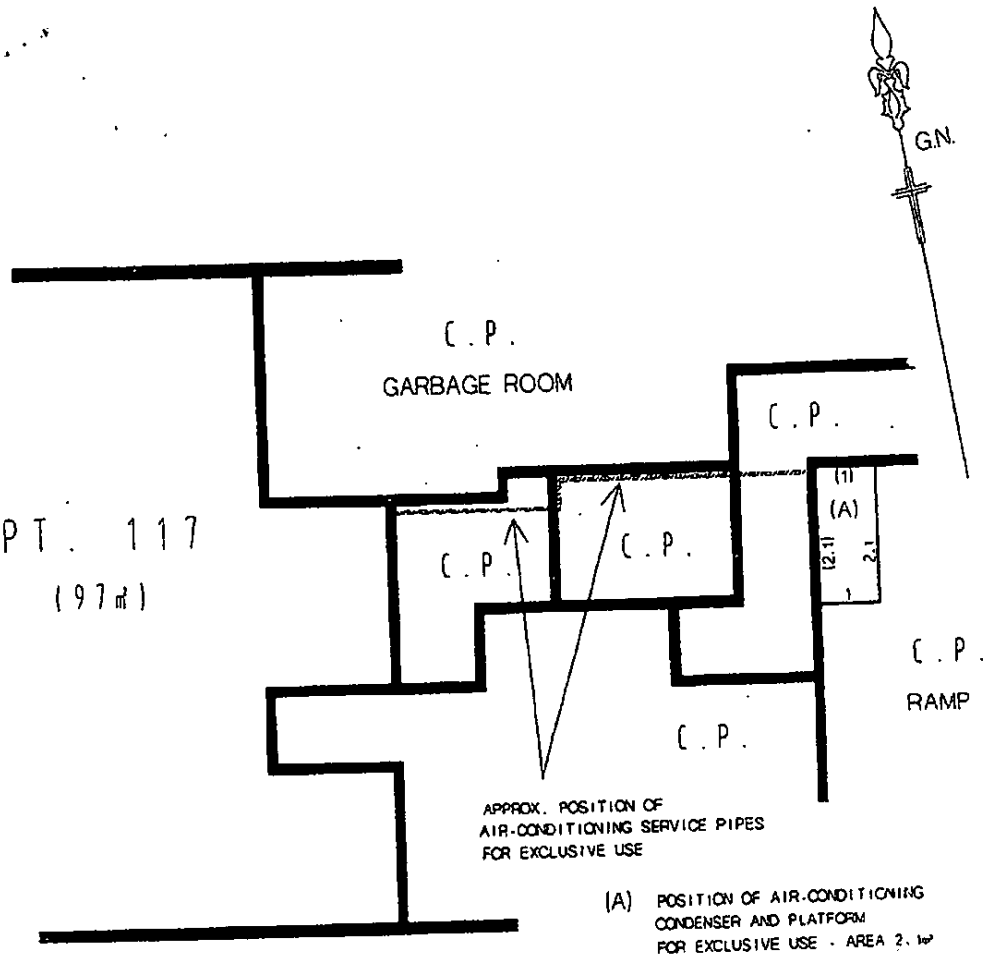
16. In the event that Lot 117 ceases to be used as a premises for a convenience store the Owner shall, at the written request of the Owners Corporation and at the expense of the Owner, forthwith return the common property as far as is then reasonably possible (but without the removal of any structural support) to the condition in which it was immediately before the installation of the Air- Conditioning System and this by-law shall then cease to have effect. In the event that the Owner fails to comply with such written request within seven days of its delivery to Lot 117 the Owners Corporation may, at the expense and risk of the Owner, do all the things that the Owner was required by the written notice to do.

MISCELLANEOUS

17. The Owner must pay the reasonable costs of the Owners Corporation incidentals to the making and registering of this by-law.

18. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015.*

ANNEXURE A



THE OWNERS - STRATA PLAN No. 51077 Common Seal

LEVEL 6 (RETAIL & PARKING)

S.P.51077

WITNESSED BY: TREVOR BRIGHT

ON: 04/04/05

Michael Stynes Reg Surveyor

CLIENT: THE PROPRIETORS - S.P.51077

PLAN SHOWING PARTS OF COMMON PROPERTY OF S.P.51077 PROPOSED FOR EXCLUSIVE USE OF LOT 117

SCALE: 1:100 DATE: MARCH 22, 2005.

OUR REFERENCE: 2005/2907

Michael J. Stynes & Associates
Land & Engineering Surveyors
PO BOX 132 BONDI JUNCTION NSW 1355
36 SPRING STREET BONDI JUNCTION NSW 2022
PHONE : 02 9389 8355 FAX : 02 93695816
EMAIL : mstynes@bigpond.net.au

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Special By-Law 6 – Operation Of Vehicles - Former Special By-Law 10 (AM764996D)

1. An owner or occupier of a lot must not drive a motor vehicle or a motorised vehicle upon any portion of the common property:
   (a) unless the headlights of the motor vehicle are (or the sole headlight, if a motorised vehicle is) switched on and operative;
   (b) at a speed in excess of 5 kilometres per hour (or such greater speed as may be determined by the Executive Committee from time to time and incorporated in signs displayed in and about the common property);
   (c) in such a way as to be likely to cause injury to any person lawfully upon the common property; (d) in such a way as to cause damage to the common property, to the property of the Owners Corporation or to the property of any other person;
   (e) in such a way as to obstruct the passage of any motor vehicle or motorised vehicle lawfully upon the common property.
2. It is the responsibility of every owner and occupier of any lot to ensure that the provisions of this by-law are fully observed and performed by every person who is or comes upon the common property as his or her invitee, tradesman or visitor.

Special By-Law 7 – Parking – Former Special By-Law 11 (AM764996D)

1. An owner or occupier of a lot shall not park a motor vehicle or a scooter or motorbike or a bicycle or trailer upon any portion of the common property without the prior approval of the Strata Committee (which may be given on its behalf by such person or persons as it may from time to time appoint for the purpose) except:
   (a) in front of a garage into which it is about to be driven, but only for a period of not more than five minutes and solely for the purpose of opening the door of that garage and to allow passengers to alight;
   (b) in front of a garage from which it has just been driven, but only for a period of not more than five minutes and solely for the purpose of closing the door of that garage and to allow passengers to board;
   (c) in front of a lift lobby space, but only for a period of not more than five minutes and solely for the purpose of allowing passengers to board or to alight.
2. It is the responsibility of every owner and occupier of any lot to ensure that the provisions of this by- law are fully observed and performed by every person who is or comes upon the common property as his or her invitee, tradesman or visitor.
3. While a vehicle described in this by-law is parked in an area that is not a parking space, the drive must ensure that either its headlights or its hazard lights shall be on and remain turned on.
4. If a vehicle is parked in breach of this by-law and it is left on common property, placed so that it blocks an exit or entrance or otherwise obstructs the use of common property, the Owners Corporation may serve a removal notice pursuant to s125 of the *Strata Schemes Management Act 2015* and, upon failure by the owner of the vehicle to comply with the removal notice, and after 48 hours can take action, at the expense of that owner, to move the vehicle to another place on the common property or to the nearest place or road to which it may lawfully be removed.

Special By-Law 8 – Smoking – Former Special By-Law 12 (AM764996D)

1. An owner or occupier of a lot shall not smoke any cigarette, cigar, pipe, tobacco product or other substance in or upon any part of the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not drift to the common property or to any other lot.
3. It is the responsibility of every owner and occupier of any lot to ensure that the provisions of this by- law are fully observed and performed by every person who is or comes upon the common property as his or her invitee, tradesman, or visitor.

Special By-Law 9 – Signs – Former Special By-Law 13 (AM764996D)

In owner or an occupier of a lot shall conform to the requirements of any sign that may from time to time be exhibited in or about the common property with the apparent authority of the Strata Committee relating to any of the following matters:

- ☐ driving a motor vehicle
- ☐ driving a motorised vehicle
- ☐ using an unmotorised vehicle of vehicular device
- ☐ parking
- ☐ loading
- ☐ unloading
- ☐ smoking
- ☐ eating
- ☐ drinking

upon any part of the common property.

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Special By Law 10 – Creation of additional habitable space within a Lot – Former Special By- Law 16 (AM764996D)

No owner or occupier of a lot shall erect or construct or install or place any curtain, partition or other structure (including furniture more than 1.2 metres high) within a lot so as to subdivide or have the effect of subdividing any room in that lot.

Special By-Law 11 – Air Conditioning – Former Special By-Law 17 (AM764996D)

1. It is inappropriate for the Owners Corporation to maintain, renew, replace or repair any air conditioning equipment or facilities that are located within or accessible from a lot and this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.
2. The owner of a lot shall be responsible for maintaining, renewing, replacing or repairing any air conditioning equipment or facilities that are located within or accessible from that lot (including the control and switch equipment) so that that equipment remains serviceable and operative.
3. Without limiting the generality of this Special By-law, the proprietor of a lot shall have all air conditioning equipment or facilities that are located within or accessible from that lot regularly serviced by a properly qualified tradesman and shall ensure that the filters of those facilities are properly cleaned not less frequently than once every two months.
4. This Special By-law does not apply to air conditioning equipment that is located in a part of a lot that is situated below Level 9 of the building.

Special By-Law 12 – Maximum Occupancy – Former Special By-Law 19 (AM764996D)

1. Subject to clause 36 of the Strata Schemes Management Regulation 2016: (a) No more than two adult persons shall occupy any bedroom.
   (b) No bedroom shall contain more than two beds (other than children's beds, cots or bassinets).
   (c) No lot shall be occupied by more adult persons than twice the number of bedrooms in that lot.
2. For the purposes of this by-law "bedroom" means a room that was approved as a bedroom by the Council of the City of Sydney in the Development Application made for the development of the site at 304-308 Pitt Street, Sydney pursuant to which the building now part of the common property in Strata Plan 51077 was constructed and "adult person" means a person over fifteen years of age.
3. For the purpose of settling any possible misunderstanding the following table is added to show the number of bedrooms in each lot in Strata Plan 51077. (Annexed Hereto)

Lot 1 – 2	Lot 2 – 2	Lot 3 – 2
Lot 4 – 2	Lot 5 – 2	Lot 6 – 2
Lot 7 – 2	Lot 8 – 2	Lot 9 – 2
Lot 10 – 2	Lot 11 – 2	Lot 12 – 2
Lot 13 – 2	Lot 14 – 2	Lot 15 – 2
Lot 16 – 2	Lot 17 – 2	Lot 18 – 2
Lot 19 – 2	Lot 20 – 2	Lot 21 – 2
Lot 22 – 2	Lot 23 – 2	Lot 24 – 2
Lot 25 – 2	Lot 26 – 2	Lot 27 – 2
Lot 28 – 2	Lot 29 – 2	Lot 30 – 2
Lot 31 – 2	Lot 32 – 2	Lot 33 – 2
Lot 34 – 2	Lot 35 – 2	Lot 36 – 2
Lot 37 – 2	Lot 38 – 2	Lot 39 – 2
Lot 40 – 2	Lot 41 – 2	Lot 42 – 2
Lot 43 – 2	Lot 44 – 2	Lot 45 – 2
Lot 46 – 2	Lot 47 – 2	Lot 48 – 2
Lot 49 – 2	Lot 50 – 2	Lot 51 – 2
Lot 52 – 2	Lot 53 – 2	Lot 54 – 2
Lot 55 – 2	Lot 56 – 2	Lot 57 – 2
Lot 58 – 2	Lot 59 – 2	Lot 60 – 2
Lot 61 – 2	Lot 62 – 2	Lot 63 – 2
Lot 64 – 2	Lot 65 – 2	Lot 66 – 2
Lot 67 – 2	Lot 68 – 2	Lot 69 – 3
Lot 70 – 3	Lot 71 – 2	Lot 72 – 3
Lot 73 – 3	Lot 74 – 2	Lot 75 – 3

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Lot 76 – 3	Lot 77 – 2	Lot 78 – 3
Lot 79 – 3	Lot 80 – 2	Lot 81 – 3
Lot 82 – 3	Lot 83 – 2	Lot 84 - 3
Lot 85 – 3	Lot 86 – 2	Lot 87 - 3
Lot 88 – 3	Lot 89 – 2	Lot 90 - 3
Lot 91 – 3	Lot 92 – 2	Lot 93 – 3
Lot 94 – 3	Lot 95 – 2	Lot 96 – 3
Lot 97 – 3	Lot 98 – 2	Lot 99 – 3
Lot 100 – 3	Lot 101 – 2	Lot 102 – 3
Lot 103 – 3	Lot 104 – 2	Lot 105 – 3
Lot 106 – 3	Lot 107 – 2	Lot 108 – 3
Lot 109 – 3	Lot 110 – 2	Lot 111 – 3
Lot 112 – 3	Lot 113 – 2	Lot 115 – 3
Lot 116 – 2	Lot 117 – 0	Lot 118 - 3

Special By-Law 13 – Pool and Gymnasium Rules – Former Special By-Law 20 (AM764996D)

1. In this by-law "the pool" refers to the swimming pool, the spa, the sauna, the glassed-in enclosed area about the swimming pool, and the gymnasium and gold practice enclosure within the parcel.
2. The owner or occupier of a lot shall not use now allow the use of the pool otherwise than during hours determined and notified from time to time by the Strata Committee.
3. The owner or occupier of a lot shall not allow the use of the pool by his or her invitees except when accompanied by that owner or occupier.
4. The owner or occupier of a lot shall not do any of the following nor allow them to be done by his or her invitees in the pool –
   a. smoking, eating or drinking;
   b. consuming alcohol;
   c. using bottles or glass;
   d. running, jumping or diving;
   e. using balls, boogie boards or large inflated objects or like devices;
   f. using soap, bubble bath or shampoo;

   but nothing in this by-law prohibits the use of bottled drinking water in the gymnasium.
5. The owner or occupier of a lot shall not enter or pass through any part of the building from the pool while wet, nor allow his or her invitees to do so.

Special By-Law 14 – Use of Facilities – Former Special By-Law 21 (AM764996D)

1. The Strata Committee may from time to time make or vary rules setting out the times and conditions under which the courtyard, the squash court, the billiard table and equipment, the table tennis table and equipment, the swimming pool, the spa, the sauna, the glassed-in enclosed area about the swimming pool, the meeting room, the gymnasium and the equipment therein and the gold practice enclosure within the parcel (hereinafter referred to as "the facilities") may be used.
2. The owner or occupier of a lot shall not use nor allow the use of the facilities by his or her invitees in any way that contravenes those rules current at the time of use.
3. In the event that it is reasonably believed by the Strata Committee or by a person appointed by the Strata Committee from time to time as Building Manager that a lot is being used in contravention of Special By-Law 10 (Creation of additional habitable space within Lot) or of Special By-Law 11 (Maximum Occupancy) access to some or all of the facilities may be withdrawn by cancelation of access to some or all of the facilities otherwise accessible by use of access keys issued in relation to that lot.
4. In the event of such withdrawal the owner of the lot shall be entitled to apply to the Strata Committee for restoration of access to the facilities upon either producing evidence that is satisfactory to the Strata Committee that the contravention no longer exists or upon giving satisfactory undertakings to the Strata Committee or, if the Strata Committee so requires, both.

Special By-Law 15 – Tenanted Lots – Former Special By-Law 23 (AM764996D)

1. No owner or occupier of a lot shall let or sublet that lot or any residential part thereof to any person for a term that is less than three successive calendar months.
2. No owner or occupier of a lot shall grant a licence to any person for fee or reward (whether payable directly or otherwise) to occupy that lot or any residential part thereof.
3. No owner of a lot shall allow that lot to be occupied for fee or reward by a tenant otherwise than under the terms of a Residential Tenancy Agreement.
4. No tenant or other occupier of a lot shall allow that lot or any part of that lot to be occupied for fee or reward or sublet otherwise than under the terms of a Residential Tenancy Agreement.

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5. In the event that any lot or part of a lot is occupied under the terms of a Residential Tenancy Agreement every party to that Residential Tenancy Agreement shall within fourteen days of the date of commencement of the term reserved by that Residential Tenancy Agreement produce to the Building Manager (or to such other person or persons as the Strata Committee may from time to time nominate) either a certified copy of the original Residential Tenancy Agreement for retention on behalf of the Owners Corporation or the original Residential Tenancy Agreement and, if the latter, the person to whom it is presented shall be entitled to make a copy for retention on behalf of the Owners Corporation.
6. In the event that any lot or part of a lot is occupied under the terms of a Residential Tenancy Agreement no person shall be entitled or permitted to reside therein whose name is not listed as a tenant in that Residential Tenancy Agreement. The Owners Corporation may, by resolution of the Strata Committee, expel or exclude from the common property, from access to that lot and from that lot any person reasonably believed to be occupying the lot or part of the lot otherwise than under the terms of a Residential Tenancy Agreement that has been produced pursuant to the provisions of the immediately preceding paragraph of this Special by-law (which paragraph is denominated (5)).
7. No lot may be used by any person as a serviced apartment nor may any lot or part of a lot be used as a hostel, as backpacker accommodation, as a boarding house or as a guest house.
8. Duties and obligations arising under this Special by-law are additional to the duties and obligations imposed by section 258 of the Strata Schemes Management Act 2015.
9. This Special By-Law does not apply to any part of a lot that is situated below Level 8 of the building.

Special By-Law 16 – Electronic Service of Notices – Former Special By-Law 24 (AM764996D)

1. This by-law applies to the service of notice or other document required or authorized by the Act or the by-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including the notice or minutes of a general meeting of the Owners Corporation or the notice or minutes of a Strata Committee Meeting.
2. Subject to section 263 and 264 of the Strata Schemes Management Act 2015, a document may be served on the owner of a lot by electronic means by sending the document to an email address given by the owner in writing to the Owners Corporation for the service of documents and not withdrawn by the owner by the notice in writing.
3. A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
4. If a document is not served by electronic means (whether because the sender receives notice in accordance with clause 3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

Special By-Law 17 – Major Renovation Works (AM764996D)

1. Each owner of a lot shall have the right to carry out major renovation works to or within that lot, but only after a written application is submitted to the Owners Corporation, and after the written approval of the Strata Committee is provided.
2. For the purposes of this special by-law the term "major renovation works" means the following:
   (a) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot; (b) Waterproofing works to the external balconies and courtyards within a lot;
   (c) Removal of any internal non load-bearing or load-bearing wall or walls and any other structural works to a lot;
   (d) Installation of external shutters and blinds and any other works that change the external appearance of a lot, provided that the works are in keeping with the external appearance of the building.
3. Where any works covered under this by-law were undertaken by an owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
4. The Strata Committee may in relation to any application for its consent: (a) reject the application in whole or in part;
   (b) require the application to be amended by the addition to it of further information or material;
   (c) require the application to be amended by the deletion from it of information or material; (d) approve the application in whole or in part subject to conditions; or
   (e) approve the application in whole or in part.
5. Major renovation works are subject to the following Conditions:

Before undertaking the major renovation works

(a) The owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from –
   (i) the Strata Committee of the Owners Corporation;
   (ii) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
   (iii) any other relevant statutory authority whose requirements apply to undertaking the works.
(b) The owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:

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(i) plans and drawings/diagrams;
(ii) specifications of work;
(iii) any other documents reasonably required by the Strata Committee.

(c) The owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers' compensation insurance and public liability insurance of at least $1,000,000 (or such greater sum as is required by the Strata Committee as a condition of approval) and must provide certificates of currency evidencing the insurance reasonably required by the Strata Committee.

(d) The owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

(e) Upon request of the Strata Committee or Owners Corporation representative, the owner must obtain and submit to the Strata Committee for approval, a special by-law that complies with the governing legislation that has been drafted by a qualified lawyer.

(f) The Strata Committee will submit the documentation (including documents as per clause 5(a) and (b) and the drafted by-law) for a written approval.

Approval of the Strata Committee

(g) Conditions to which any consent may be given by the Strata Committee may relate to: (i) the provision to the Owners Corporation of a bond or bonds;
(ii) the provision to the Owners Corporation of an unconditional bank guarantee or guarantees ins such sum or sums as the Strata Committee may reasonably determine;
(iii) the provision of evidence of the currency of insurances against stipulated risks;
(iv) the payment or reimbursement of any costs, fees and expenses reasonably incurred by the Owners Corporation in dealing with the application and the implementation of any conditions to which approval of the application is subject;
(v) the times at which materials can be delivered to and removed from the common property;
(vi) the times at which major works can and cannot be carried out;
(vii) requiring the owner of the lot to obtain an amended draft by-law submitted at the time of the application;
(viii) notification of the proposed works to be given to the owners and occupiers of the lots on the level where the works are proposed and in all lots on the level immediately above and the level immediately below of the work that is proposed.

Carrying out the major renovation works

(h) In carrying out the works, the owner must:
(i) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Strata Committee;
(ii) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
(iii) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
(iv) only undertake works at times approved by the Strata Committee;
(v) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
(vi) remove all debris resulting from undertaking the works immediately from the building; and
(vii) ensure security of the building by not causing the front security garage door to be fixed open for an unreasonable period of time.

(i) The owner must ensure that the works shall be done:
(i) in a proper and workmanlike manner and by duly licensed contractors; and
(ii) in accordance with the drawings and specifications approved by the local council and the Strata Committee.

After completing the major renovation works

6. The owner must, within such reasonable time as the Strata Committee may stipulate, proved the Strata Committee with:
(a) if the works involved any waterproofing works within the lot, a waterproofing certificate by a Master Plumber or Certifier evidencing and confirming that the waterproofing has been carried out in accordance with industry best practice and that it complies with every relevant standard; and
(b) any other document reasonably required by the Strata Committee in relation to the works carried out by the owner.

REPAIR AND MAINTENANCE

7. The owner must, at the owner's costs:
(a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and

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(b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

8. If the owner removes the works or any part of the works undertaken under this by-law, the owner must at the owner's own cost, restore and reinstate the common property to its original condition.

LIABILITY AND INDEMNITY

9. The owner indemnifies the Owners Corporation against:
   (a) any amount payable by way of increased fire safety compliance or local authority requirements or increased insurance premiums as a direct result of the works;
   (b) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the works;
   (c) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.
10. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the owner as a debt due to the Owners Corporation on written demand or at the direction of the Owners Corporation and, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, interest at the rate of 10% per annum until the loss and damage is made good.

BREACH AND REMENDY

11. In case of breach of this by-law the Owners Corporation reserves the right to take action against the owner to replace the works or reinstate the common property affected by the works to its original condition if the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
12. If consent to major renovation works is given subject to a condition and the owner does not comply with the condition, the consent may be withdrawn or cancelled by the Strata Committee.
13. Upon registration of the appropriate by-law, in the event that the approved major renovation works have been commenced but not completed within twenty-eight (28) days of the Strata Committee delivering a notice to the mailbox within the common property of the relevant lot requiring the renovation or building work to be completed the Strata Committee may arrange for the work to be completed as approved and all costs, fees and expenses incurred by the Owners Corporation in order to have the work completed as approved shall be charged to the owner for the time being of that lot. The Strata Committee may, at its discretion, grant extensions for the period of twenty-eight days.

GENERAL

14. In making any decisions about any matter arising under this special by-law the Strata Committee shall act reasonably and afford every applicant the opportunity to be heard if the applicant asks to be heard on the matter.

Special By-Law 18 – Minor Works (AM764996D)

1. Each owner has the right to undertake "Minor Works", subject to the conditions set out in this By- Law and limited to the following works:
   (a) Renovating and/or replacing the kitchen, bathroom and laundries, including:
      (i) reconfiguring the walls;
      (ii) replacing floor tiles, pipes, cables, wires and conduits; and
      (iii) installing an external hot water service connecting to the kitchen, bathroom or laundry within the Lot.
   (b) Changing recessed light fittings;
   (c) Installing or replacing wood or other hard floors;
   (d) Installing or replacing wiring or cabling or power or access points; (e) Installing additional telephone lines;
   (f) Installing a reverse cycle split system air-conditioner;
   (g) Installing ceiling insulation;
   (h) Any works related to power or gas upgrades or installations, including replacing, upgrading, altering or adding to the power cabling or gas lines;
   (i) Installing doubled glazed windows and doors;
   (j) Installing false ceilings (so long as it does not effect the structural integrity of the building).
2. Pursuant to section 110(6)(b) of the *Strata Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Works outlined in this by-law.
3. Minor Works are subject to the following Conditions:

Before undertaking the Minor Works

(a) The owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from –
   (i) the Strata Committee of the Owners Corporation;

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(ii) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
(iii) any other relevant statutory authority whose requirements apply to undertaking the works.

(b) The owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
(i) plans and drawings/diagrams;
(ii) specifications of work;
(iii) any other documents reasonably required by the Strata Committee.

(c) The owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers' compensation insurance and public liability insurance of at least $1,000,000 (or such greater sum as is required by the Strata Committee as a condition of approval) and must provide certificates of currency evidencing the insurance reasonably required by the Strata Committee.

(d) The owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

(e) The owner must formally notify the owners and occupiers in all lots on the level where the Minor Works are proposed and in all lots on the level immediately above and the level immediately below of the work that is proposed, at least 14 days before commencing any work.

Carrying out the Minor Works

(f) In carrying out the works, the owner must:
(i) transport all construction materials, equipment, debris and other material in the manner reasonably directed by the Strata Committee;
(ii) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
(iii) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
(iv) only undertake works at times approved by the Strata Committee;
(v) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
(vi) remove all debris resulting from undertaking the works immediately from the building; and
(vii) ensure security of the building by not causing the front security garage door to be fixed open for an unreasonable period of time.

(g) The owner must ensure that the works shall be done in a proper and workmanlike manner and by duly licensed contractors; and in accordance with the drawings and specifications approved by the local council and the Strata Committee.

After completing the Minor Works

(h) If any owner installs new flooring, the owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the works and those new flooring installations achieve the anticipated performance standards that is expected of those types of flooring installations.

(i) The Owner must submit to the Owners Corporation any documents relating to the works reasonably required by the Owners Corporation.

REPAIR AND MAINTENANCE

4. The owner must, at the owner's cost:
(a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
(b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

5. If the owner removes the works or any part of the works undertaken under this by-law, the owner must at the owner's own cost, restore and reinstate the common property to its original condition.

LIABILITY AND INDEMNITY

6. The owner indemnifies the Owners Corporation against:
(a) any amount payable by way of increased fire safety compliance or local authority requirements or insurance premiums as a direct result of the minor works;
(b) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Minor Works; and
(c) liability under section 122(6) of the Strata Schemes Management Act 2015 in respect of the common property attached to the works.

7. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the owner as a debt due to the Owners Corporation on written demand or at the direction of the Owners Corporation and, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, interest at the rate of 10% per annum until the loss and damage is made good.

BREACH AND REMENDY

8. In case of breach of this by-law, the Owners Corporation reserves the right to take action against the owner to replace the works or reinstate the common property affected by the works to its original condition if the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

Special By-Law 19 – Lot 118 Work

1. The Owners Corporation hereby grants permission to the registered proprietor of Lot 118 ("the Owner") to carry out such works on and to the Lot and on Common Property as may, be reasonably necessary to allow the installation of a retractable roof system **(system)** within Lot 118 and all associated controls to enable the system to exist in working order.

2. PROVIDED THAT:

2.1. The works are carried out solely at the cost and expense of the Owner;

2.2. the works are carried out in accordance with plan shown and **annexed hereto and marked with the letter "A";**

2.3. the plan specifications are approved by the Council of the City of Sydney;

2.4. The colour of the system are in keeping with the current colour scheme of the building and may be required to be updated from time to time;

2.5. the works are carried out by a duly qualified licensed builder in a tradesman like and diligent manner after appropriate building and liability insurances are taken out in which the Owners Corporation is named as an interested party, and

2.6. the works are carried out at times and in a manner arranged by continuing liaison with the Building Managers of the Owners Corporation so as to cause minimum disturbance to residents of other Lots in the Strata Scheme.

3. The Owner shall be entitled to the exclusive use and enjoyment of the System subject to the following terms andconditions:

3.1. The Owner shall not effect any alteration or addition to, in or upon the Common Property without the prior written consent of the Owners Corporation.

3.2. The Owner shall not permit any fire safety door to be propped, latched or otherwise maintained open during installation or maintenance.

3.3. During the period that this by-law is in force the Owner shall, at the expense of the Owner, be responsible to:

3.3.1. keep the System safe and in good and serviceable repair;

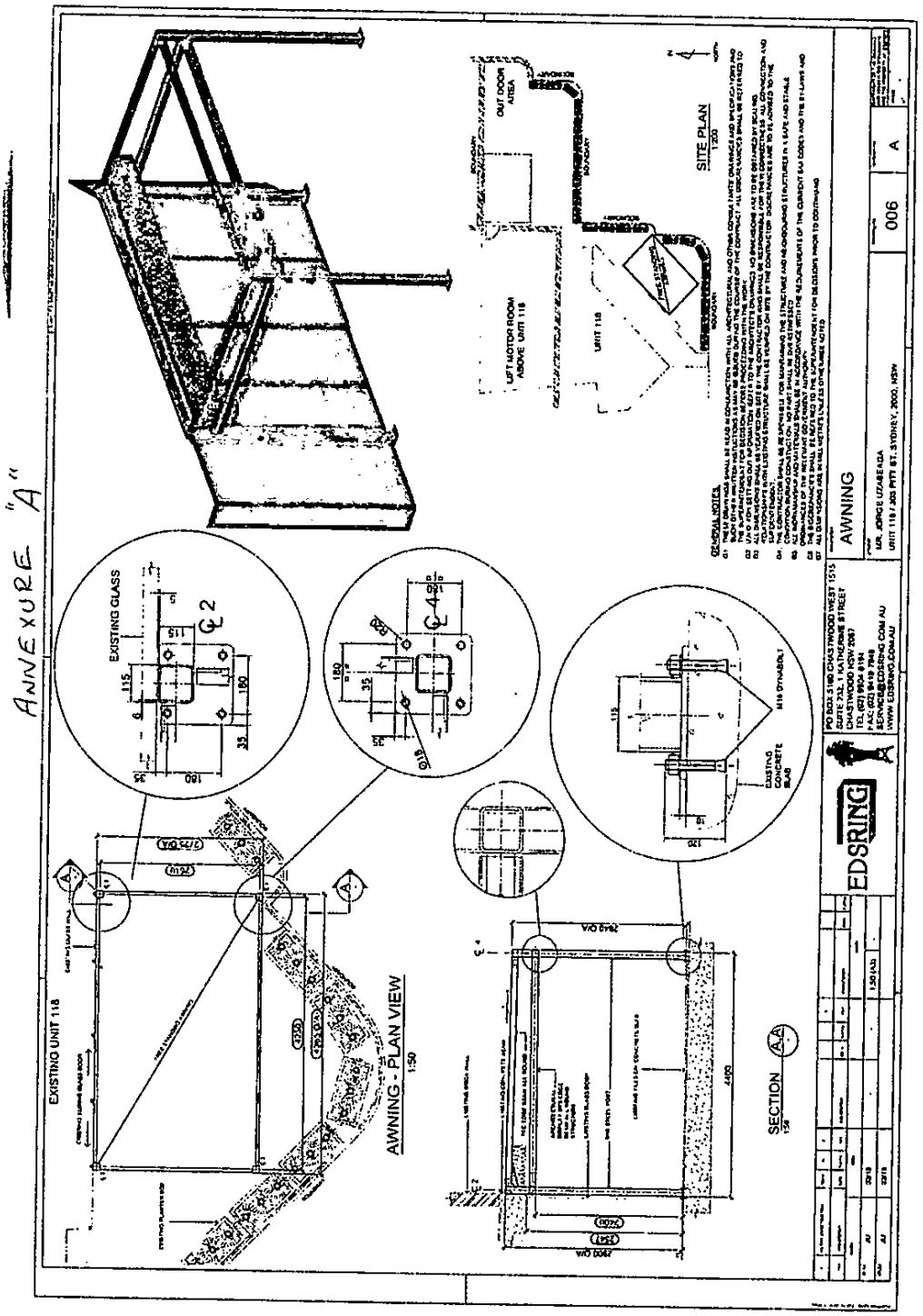
3.3.2. keep the support structures (including the awning, posts and brackets) and contiguous relevant parts of the Common Property in good condition and a serviceable state of repair; and

3.3.3. keep current (and produce evidence of currency to the Owners Corporation whenever requested) adequate insurance in relation to all risks reasonably foreseeable that may arise from the installation, maintenance and use of the System.

4. PROVIDED ALWAYS THAT nothing herein contained shall impose any obligation on the Owner to effect structural repairs or maintenance to the Common Property if the need for such repairs or maintenance was not occasioned or caused by an act, neglect or default of the Owner.

5. In the event that Lot 118 ceases to be used as a private residence or if the Owner is in breach of any of the obligations of the Owner set out in this by-law the Owner shall, at the written request of the Owners Corporation and at the expense of the Owner, forthwith return the Common Property as far as is then reasonably possible (but without the removal of any structural support) to the condition in which it was immediately before the installation of the System and this by-law shall then cease to have effect. In the event that the Owner fails to comply with such written request within seven (7) days of its delivery to Lot 118 the Owners Corporation may, at the expense and risk of the Owner, do all the things that the Owner was required by the written notice *to* do.

JB



The seal of The Owners-Strata Plan No 51077 was affixed on ...22 May 2018..... 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(s): .....

Name(s) [use block letters]: ...TREVOR BRIGHT.....

Authority:...STRATA MANAGING AGENT.....

THE OWNERS - STRATA PLAN No. 51077 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

Form: 11R
Licence: 03-11-071
Licensee: Ashurst Australia

REQUEST

New South Wales
Real Property Act 1900

AN875493M

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) **STAMP DUTY** — If applicable. Office of State Revenue use only

15.11.18

(B) **TORRENS TITLE** — Folio Identifier: ~~CP/51077~~ CP/SP 51077

SUSANNAH LACE AUTHORISED TO AMEND

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
238N	Customer Account Number: 123155F Ashurst Australia DX 388 Sydney Tel: 02 9258 6000	R

(E) **APPLICANT** — Sydney Metro ABN 12 354 063 515

(F) **NATURE OF REQUEST** — Notification of acquisition under Land Acquisition (Just Terms Compensation) Act 1991 (NSW)

(G) **TEXT OF REQUEST** — Pursuant to Government Gazette Number 120 dated 9 November 2018 Folios 8528-8535, Sydney Metro compulsory acquired an easement for safety structure over that part of the land noted in the Gazette notice. A true copy of the relevant pages of the Gazette notice is attached. Please make a notation on title in respect of the easement.

DATE 15 / 11 / 2018
dd mm yyyy

(H)

RELODGED
- 5 MAR 2019
TIME:

RELODGED
13 DEC 2018
TIME:

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

Signature:

Signatory's name: SUSANNAH LACE
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 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.*

NBA AN852878
OFF APP AN813554

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Administration Act 1988

Sydney Metro by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Anne Purcell
Acting Chief Executive
Sydney Metro

SCHEDULE 1

An easement for safety structure on the terms set out in Schedule 2, and over that part of the piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland being that part of the Common Property within Strata Plan 51077 shown marked as " E1-2 and E2-2 " on Sheets 1, 4 and 7 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000042-G-308 Pitt St Basement, a copy of which is set out in Schedule 3.

SCHEDULE 2

Terms of easement for safety structure

1. EASEMENT FOR SAFETY STRUCTURE

1.1 Easement summary

This Easement provides the Authority Benefited with a right to:

(a) access to the Easement Site for the purpose of installing the Safety Structure; and

(b) have the Safety Structure remain on the Easement Site at all times.

1.2 Terms of the Easement

(a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:

(i) enter on, pass and repass over the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:

(A) entering the Lot Burdened to gain access to the Easement Site;

(B) taking anything on to the Lot Burdened; and

(C) removing, modifying or replacing any part of the Existing Building Structures or relocating any services; and

(ii) have the Safety Structure remain on the Easement Site.

(b) In exercising its rights under this Easement, the Authority Benefited must:

(i) prior to installing the Safety Structure in the Easement Site, provide the Owner of the Lot Burdened with details of the Safety Structure, including the proposed design, location, size and type of Safety Structure;

(ii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;

(iii) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;

(iv) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and

(v) comply with all relevant laws relating to the exercise of those rights.

(c) The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the Safety Structure prior to the expiry of the Easement under clause 1.3.

1.3 **Expiry of the Easement**

(a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.

(b) This Easement will expire on the earlier to occur of:

(i) 31 January 2022; and

(ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).

(c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW.

(d) The Authority Benefited will not be required to remove the Safety Structure on expiry of the Easement.

1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. **GENERAL**

2.1 **Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

2.2 **Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 **Definitions**

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

Authority Benefited means Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

Conditions means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to that easement.

Easement Site means the area shown marked "E1-2 and E2-2 " on Sheets 1, 4 and 7 of Drawing No. NWRLSRT-RPS-SPS-SR-DWG-000042-G-308 Pitt St Basement, a copy of which is set out in Schedule 3.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Existing Building Structures means any improvements located within the Lot Burdened at the commencement of the Easement.

Lot Burdened means the Common Property in Strata Plan 51077.

Occupier means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

Permitted Purpose means installing, maintaining, modifying, replacing, dismantling and removing any Safety Structure.

Safety Structure means a safety and/or security barrier or wall, structural or non-structural blockwork or brick wall, reinforced brick wall, reinforced concrete wall, steel frame structure, barrier including organ barriers and crash barriers, timber hoarding,

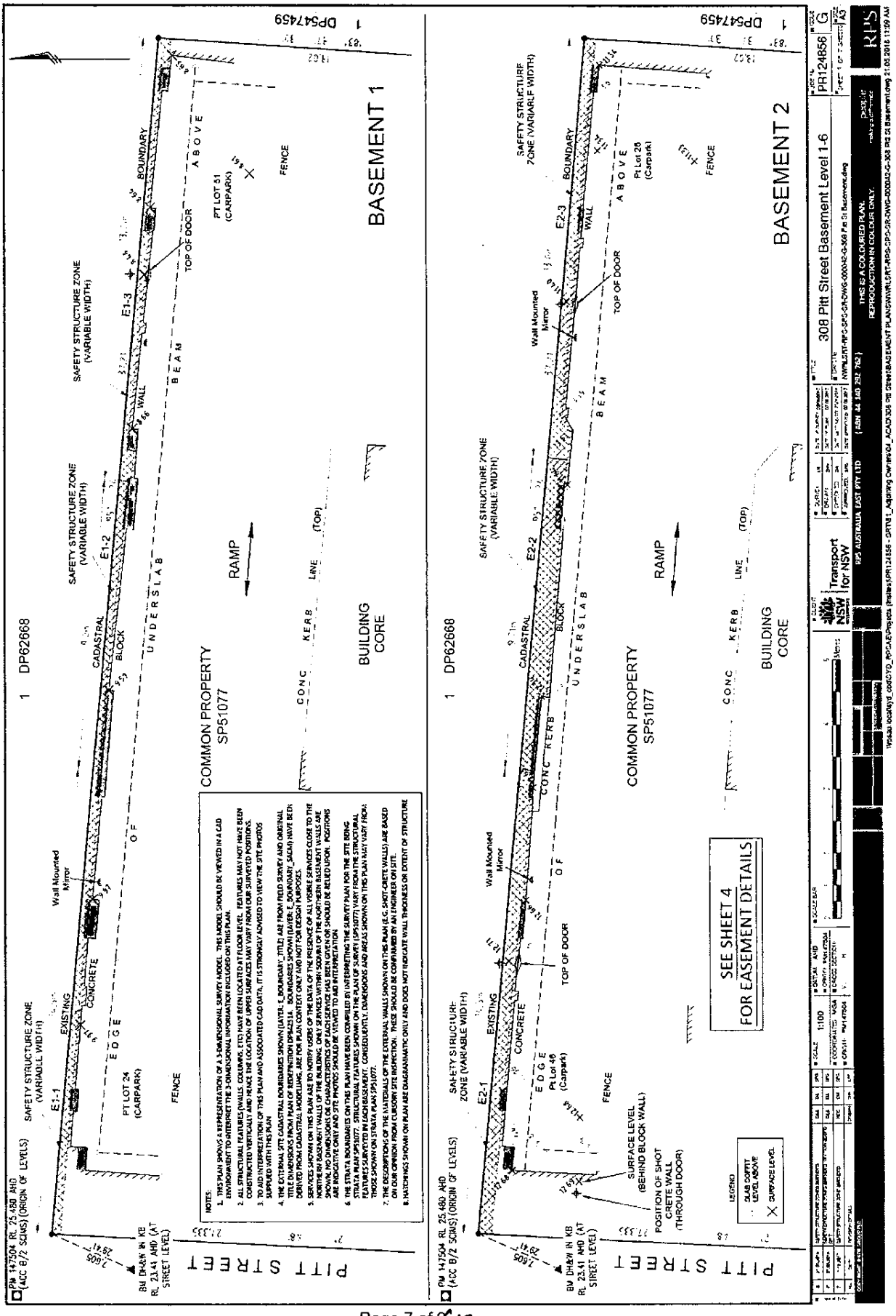
colour bond sheeting, railing, parapet, handrail, concrete plinth, structural connections, structure for bracing, supporting or propping up fixtures and fittings including couplers, brackets and bracing or such structure for the purpose of:

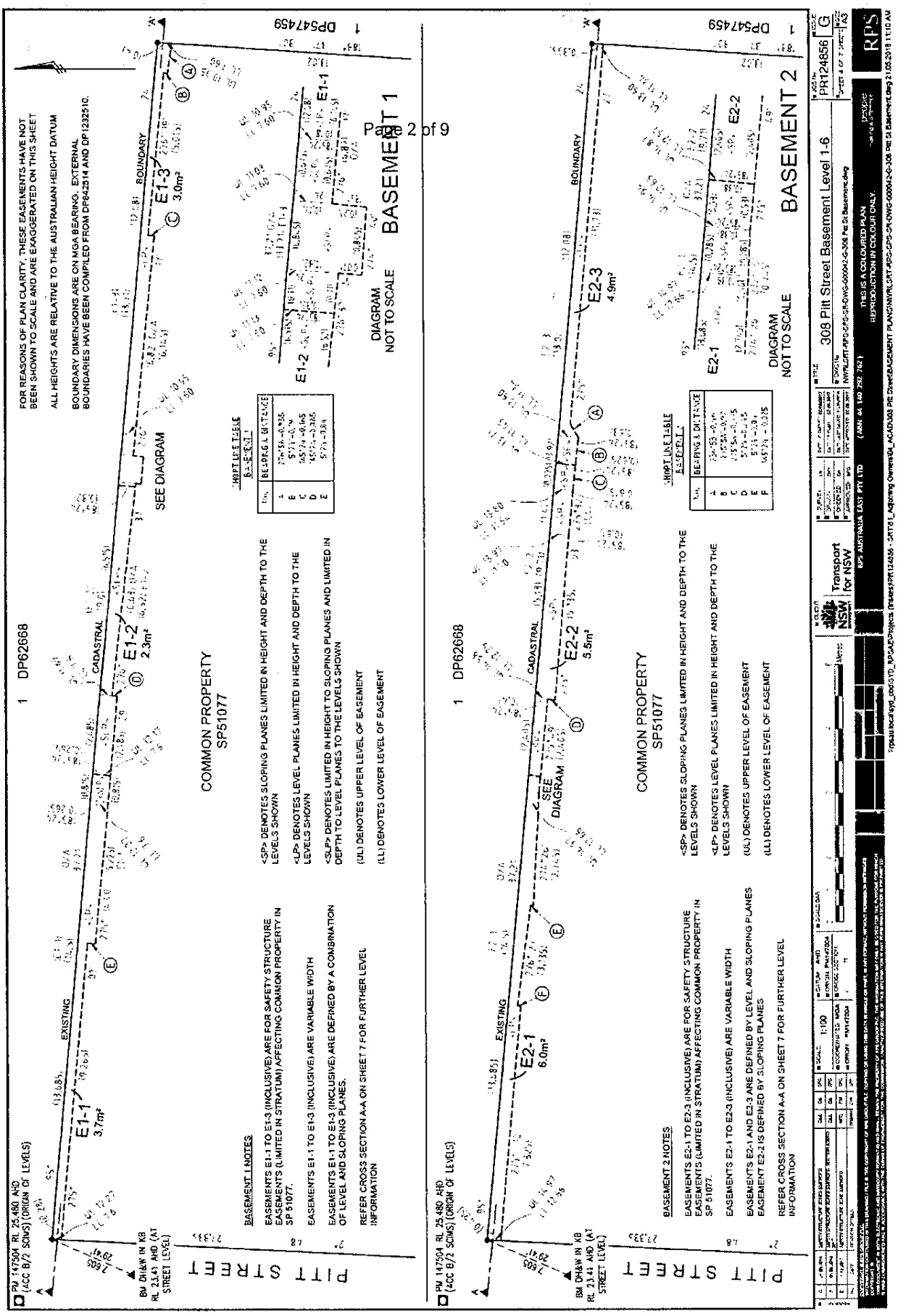
(a) preventing vehicular or pedestrian access into the land owned by the Authority Benefited;

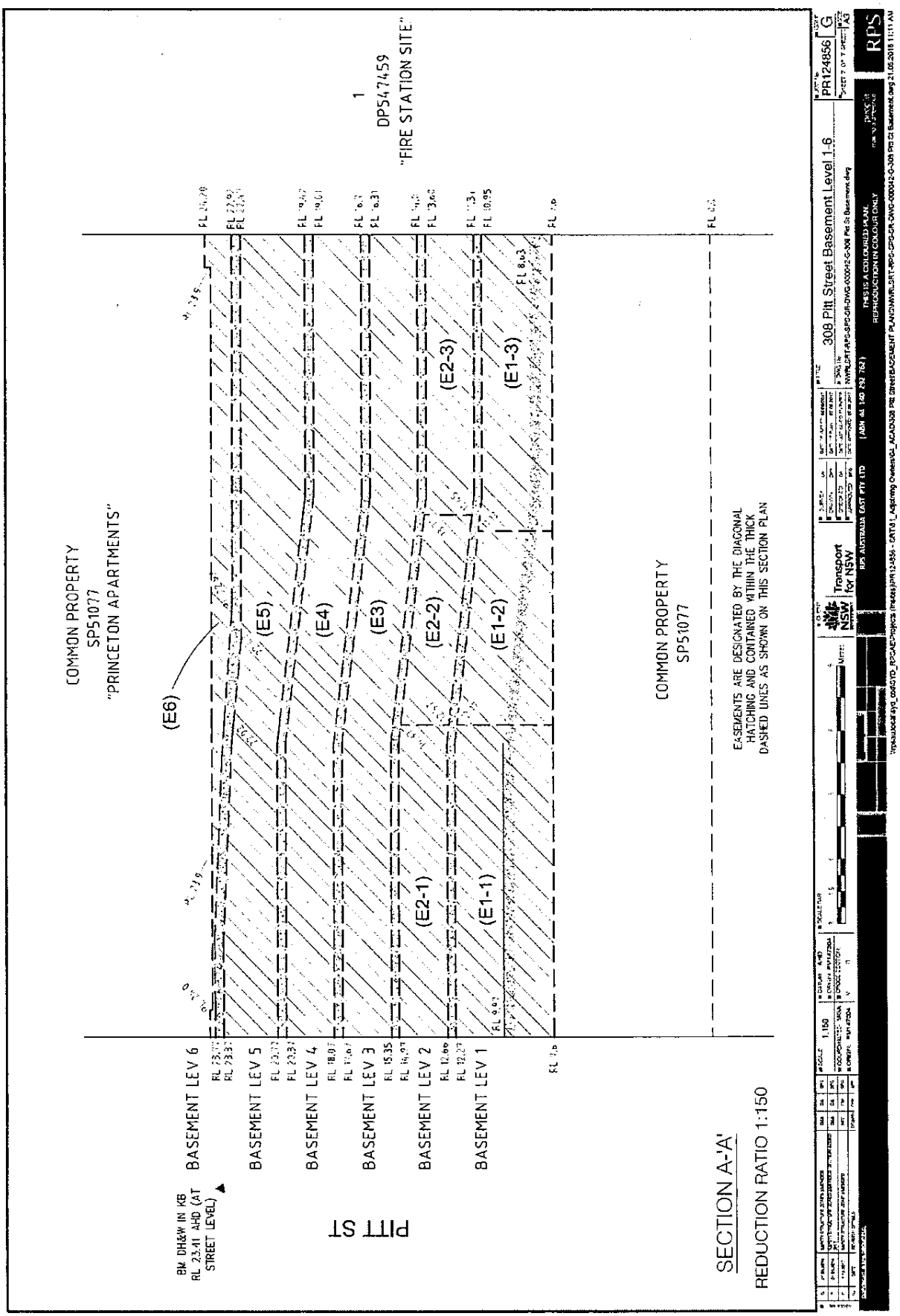
(b) protecting and ensuring the safety of the Existing Building Structures, the Occupiers and the Owner of the Lot Burdened; or

(c) protecting and ensuring the safety of any improvements or works on land adjoining the Lot Burdened including land owned by the Authority Benefited, and any occupant of such land.

SCHEDULE 3


BASEMENT 1
BASEMENT 2
PITT STREET
COMMON PROPERTY
SP51077
SEE SHEET 4
FOR EASEMENT DETAILS
RAMP
BUILDING
CORE
SAFETY STRUCTURE ZONE
(VARIABLE WIDTH)
1 DP62668
1 DP547459
308 Pitt Street Basement Level 1-6
PR124856


BASEMENT 1
BASEMENT 2
DIAGRAM NOT TO SCALE
COMMON PROPERTY SP51077
1 DP62668
DP547459
PITT STREET
BOUNDARY
CADASTRAL
EXISTING
SEE DIAGRAM
BASEMENT 1 NOTES
BASEMENT 2 NOTES
308 Pitt Street Basement Level 1-6
PR124856
RPS


COMMON PROPERTY
SP51077
"PRINCETON APARTMENTS"
1
DP547459
"FIRE STATION SITE"
COMMON PROPERTY
SP51077
(E6)
(E5)
(E4)
(E3)
(E2-1)
(E2-2)
(E2-3)
(E1-1)
(E1-2)
(E1-3)
BASEMENT LEV 6
BASEMENT LEV 5
BASEMENT LEV 4
BASEMENT LEV 3
BASEMENT LEV 2
BASEMENT LEV 1
PITT ST
BM DH&W IN KB
RL 23.41 AHD (AT
STREET LEVEL)
EASEMENTS ARE DESIGNATED BY THE DIAGONAL
HATCHING AND CONTAINED WITHIN THE THICK
DASHED LINES AS SHOWN ON THIS SECTION PLAN
SECTION A-'A'
REDUCTION RATIO 1:150
308 Pitt Street Basement Level 1-6
PR124856
RPS

Req:R139465 /Doc:DL AN875493 /Rev:11-Mar-2019 /Sts:NO.OK /Pgs:ALL /Prt:21-Mar-2019 13:57 /Seq:10 of 12
Ref: /Src:U

21 of 01

PM 147504 RL 25.480 AHD
(ACC B/2 SCIMS) (ORIGIN OF LEVELS)

1 DP62668

SAFETY STRUCTURE ZONE (VARIABLE WIDTH)

E1-1

14.5m EXISTING CONCRETE

Wall Mounted Mirror

9.0m CADASTRAL BLOCK

SAFETY STRUCTURE ZONE (VARIABLE WIDTH)

E1-2 95° 24'

SAFETY STRUCTURE ZONE (VARIABLE WIDTH)

37.21 E1-3 13.71m

BOUNDARY WALL

BOUNDARY

EDGE OF UNDERSLAB BEAM

PT LOT 24 (CARPARK)

FENCE

TOP OF DOOR

ABOVE

PT LOT 51 (CARPARK)

FENCE

BM DH&W IN KB
RL 23.41 AHD (AT STREET LEVEL)

7.605
29.41

PITT STREET

27.335

48'

2°

13.02

37' 30"

183°

1 DP547459

NOTES:

1. THIS PLAN SHOWS A REPRESENTATION OF A 3-DIMENSIONAL SURVEY MODEL. THIS MODEL SHOULD BE VIEWED IN A CAD ENVIRONMENT TO INTERPRET THE 3-DIMENSIONAL INFORMATION INCLUDED ON THIS PLAN.
2. ALL STRUCTURAL FEATURES (WALLS, COLUMNS, ETC) HAVE BEEN LOCATED AT FLOOR LEVEL. FEATURES MAY NOT HAVE BEEN CONSTRUCTED VERTICALLY AND HENCE THE LOCATION OF UPPER SURFACES MAY VARY FROM OUR SURVEYED POSITIONS.
3. TO AID INTERPRETATION OF THIS PLAN AND ASSOCIATED CAD DATA, IT IS STRONGLY ADVISED TO VIEW THE SITE PHOTOS SUPPLIED WITH THIS PLAN.
4. THE EXTERNAL SITE CADASTRAL BOUNDARIES SHOWN (LAYER: E_BOUNDARY_TITLE) ARE FROM FIELD SURVEY AND ORIGINAL TITLE DIMENSIONS FROM PLAN OF REDEFINITION DP842514. BOUNDARIES SHOWN (LAYER: E_BOUNDARY_SACM) HAVE BEEN DERIVED FROM CADASTRAL MODELLING, ARE FOR PLAN CONTEXT ONLY AND NOT FOR DESIGN PURPOSES.
5. SERVICES SHOWN ON THIS PLAN ARE TO NOTIFY USERS OF THE DATA OF THE PRESENCE OF ALL VISIBLE SERVICES CLOSE TO THE NORTHERN BASEMENT WALLS OF THE BUILDING. ONLY SERVICES WITHIN 500MM OF THE NORTHERN BASEMENT WALLS ARE SHOWN. NO DIMENSIONS OR CHARACTERISTICS OF EACH SERVICE HAS BEEN GIVEN OR SHOULD BE RELIED UPON. POSITIONS ARE INDICATIVE ONLY AND SITE PHOTOS SHOULD BE VIEWED TO AID INTERPRETATION.
6. THE STRATA BOUNDARIES ON THIS PLAN HAVE BEEN COMPILED BY INTERPRETING THE SURVEY PLAN FOR THE SITE BEING STRATA PLAN SP51077. STRUCTURAL FEATURES SHOWN ON THE PLAN OF SURVEY (SP51077) VARY FROM THE STRUCTURAL FEATURES SURVEYED IN EACH BASEMENT. CONSEQUENTLY, DIMENSIONS AND AREAS SHOWN ON THIS PLAN MAY VARY FROM THOSE SHOWN ON STRATA PLAN SP51077.
7. THE DESCRIPTIONS OF THE MATERIALS OF THE EXTERNAL WALLS SHOWN ON THIS PLAN (E.G. SHOT-CRETE WALLS) ARE BASED ON OUR OPINION FROM CURSORY SITE INSPECTION. THESE SHOULD BE CONFIRMED BY AN ENGINEER ON SITE.
8. HATCHINGS SHOWN ON PLAN ARE DIAGRAMMATIC ONLY AND DOES NOT INDICATE WALL THICKNESS OR EXTENT OF STRUCTURE

COMMON PROPERTY
SP51077

RAMP

CONC KERB LINE (TOP)

BUILDING CORE

BASEMENT 1

PM 147504 RL 25.480 AHD
(ACC B/2 SCIMS) (ORIGIN OF LEVELS)

1 DP62668

SAFETY STRUCTURE ZONE (VARIABLE WIDTH)

E2-1

14.5m EXISTING CONCRETE

Wall Mounted Mirror

9.71m CADASTRAL BLOCK

SAFETY STRUCTURE ZONE (VARIABLE WIDTH)

E2-2 95° 24'

Wall Mounted Mirror

37.21 13.0m E2-3

SAFETY STRUCTURE ZONE (VARIABLE WIDTH)

BOUNDARY WALL

BOUNDARY

EDGE OF UNDERSLAB BEAM

CONC KERB

Pt Lot 46 (Carpark)

TOP OF DOOR

TOP OF DOOR

ABOVE

Pt Lot 26 (Carpark)

FENCE

FENCE

BM DH&W IN KB
RL 23.41 AHD (AT STREET LEVEL)

7.605
29.41

PITT STREET

27.335

48'

2°

13.02

37' 30"

183°

1 DP547459

SURFACE LEVEL (BEHIND BLOCK WALL)

POSITION OF SHOT CRETE WALL (THROUGH DOOR)

LEGEND

⊗ SLAB SOFFIT LEVEL ABOVE

X SURFACE LEVEL

SEE SHEET 4
FOR EASEMENT DETAILS

COMMON PROPERTY
SP51077

RAMP

CONC KERB LINE (TOP)

BUILDING CORE

BASEMENT 2

G	21.05.2018	SAFETY STRUCTURE ZONES AMENDED	DAA	DA	SFG
F	01.05.2018	SAFETY STRUCTURE ZONES AMENDED SLOT OVERLAID	DAA	DA	SFG
E	1.12.2017	SAFETY STRUCTURE ZONE AMENDED	NEC	LM	SFG
No	Date	Revision Details	Drawn	Chk	App

SCALE: 1:100
COORDINATES: MGA
ORIGIN: PM147504
DATUM AHD
ORIGIN PM147504
CROSS SECTION V: H:
SCALE BAR 2 1 0 2 4 6 Metres

CLIENT: NSW Government Transport for NSW

SURVEY: LN
DRAWN ZHY
CHECKED DA
APPROVED SFG

DATE OF SURVEY 02/06/2017
DATE OF PLAN 07.06.2017
DATE ASTSAVED 21.05.2018
DATE APPROVED 07.06.2017

TITLE: 308 Pitt Street Basement Level 1-6
DWG No: NWRLSRT-RPS-SPS-SR-DWG-000042-G-308 Pitt St Basement.dwg

JOB No: PR124856
ISSUE: G
SHEET 1 OF 7 SHEETS
SIZE: A3

RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762)

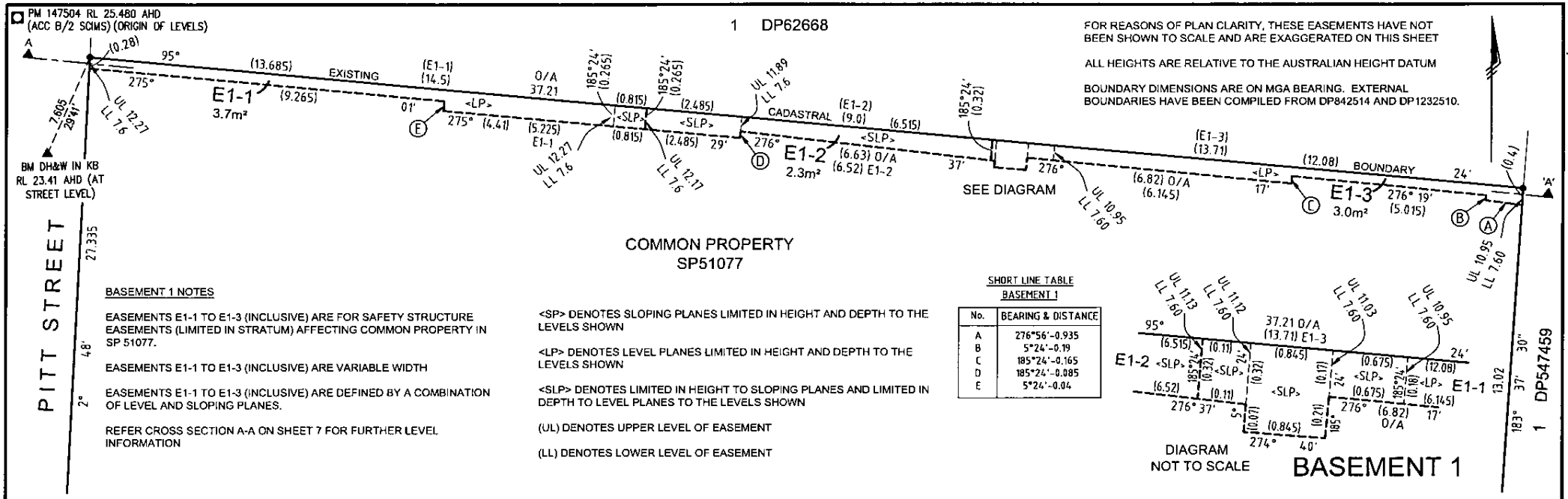
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28



BASEMENT 1 NOTES

EASEMENTS E1-1 TO E1-3 (INCLUSIVE) ARE FOR SAFETY STRUCTURE EASEMENTS (LIMITED IN STRATUM) AFFECTING COMMON PROPERTY IN SP 51077.

EASEMENTS E1-1 TO E1-3 (INCLUSIVE) ARE VARIABLE WIDTH

EASEMENTS E1-1 TO E1-3 (INCLUSIVE) ARE DEFINED BY A COMBINATION OF LEVEL AND SLOPING PLANES.

REFER CROSS SECTION A-A ON SHEET 7 FOR FURTHER LEVEL INFORMATION

<SP> DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

<LP> DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

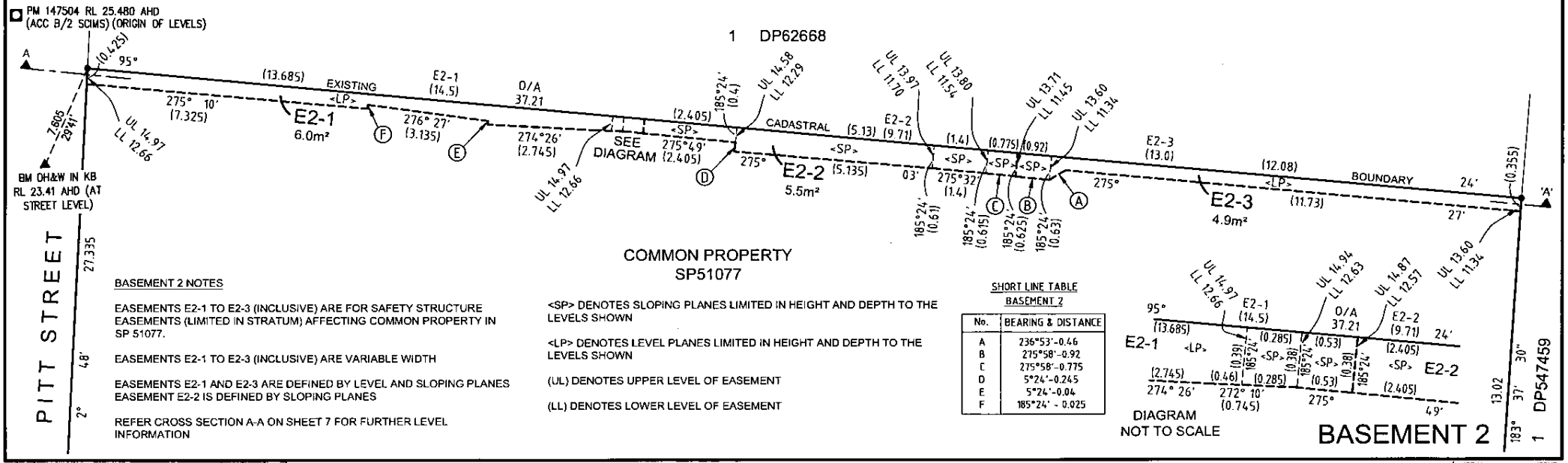
<SLP> DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES TO THE LEVELS SHOWN

(UL) DENOTES UPPER LEVEL OF EASEMENT

(LL) DENOTES LOWER LEVEL OF EASEMENT

SHORT LINE TABLE
BASEMENT 1

No.	BEARING & DISTANCE
A	276°56'-0.935
B	5°24'-0.19
C	185°24'-0.165
D	185°24'-0.085
E	5°24'-0.04



BASEMENT 2 NOTES

EASEMENTS E2-1 TO E2-3 (INCLUSIVE) ARE FOR SAFETY STRUCTURE EASEMENTS (LIMITED IN STRATUM) AFFECTING COMMON PROPERTY IN SP 51077.

EASEMENTS E2-1 TO E2-3 (INCLUSIVE) ARE VARIABLE WIDTH

EASEMENTS E2-1 AND E2-3 ARE DEFINED BY LEVEL AND SLOPING PLANES
EASEMENT E2-2 IS DEFINED BY SLOPING PLANES

REFER CROSS SECTION A-A ON SHEET 7 FOR FURTHER LEVEL INFORMATION

<SP> DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

<LP> DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(UL) DENOTES UPPER LEVEL OF EASEMENT

(LL) DENOTES LOWER LEVEL OF EASEMENT

SHORT LINE TABLE
BASEMENT 2

No.	BEARING & DISTANCE
A	236°53'-0.46
B	275°58'-0.92
C	275°58'-0.775
D	5°24'-0.245
E	5°24'-0.04
F	185°24' - 0.025

No.	Description	Drawn	Date	Checked	Date	Approved	Date
G	SAFETY STRUCTURE ZONES AMENDED.	DAA	21.05.2018	DA	21.05.2018	SFG	21.05.2018
F	SAFETY STRUCTURE ZONES AMENDED SHEET 6 ADDED	DAA	01.05.2018	DA	01.05.2018	SFG	01.05.2018
E	SAFETY STRUCTURE ZONE AMENDED	NFC	1.12.2017	CM	1.12.2017	SFG	1.12.2017
NI	ISSUED FOR PLAN	DAA	07.08.2017	CM	07.08.2017	APP	07.08.2017

SCALE: 1:100
COORDINATES: MGA
ORIGIN: PM147504
DATUM: AHD
ORIGIN: PM147504
CROSS SECTION: V: H:
SCALE BAR: 2 1 0 2 4 6 Metres

CLIENT: NSW GOVERNMENT Transport for NSW

SURVEY: LM
DRAWN: ZHY
CHECKED: DA
APPROVED: SFG

DATE OF SURVEY: 02/08/2017
DATE OF PLAN: 07.08.2017
DATE LAST VISITED: 21.05.2018
DATE APPROVED: 07.08.2017

TITLE: 308 Pitt Street Basement Level 1-6
DWG No: NWRLSRT-RPS-SPS-SR-DWG-000042-G-308 Pitt St Basement.dwg

JOB No: PR124856
ISSUE: G
SHEET 4 OF 7 SHEETS
SIZE: A3

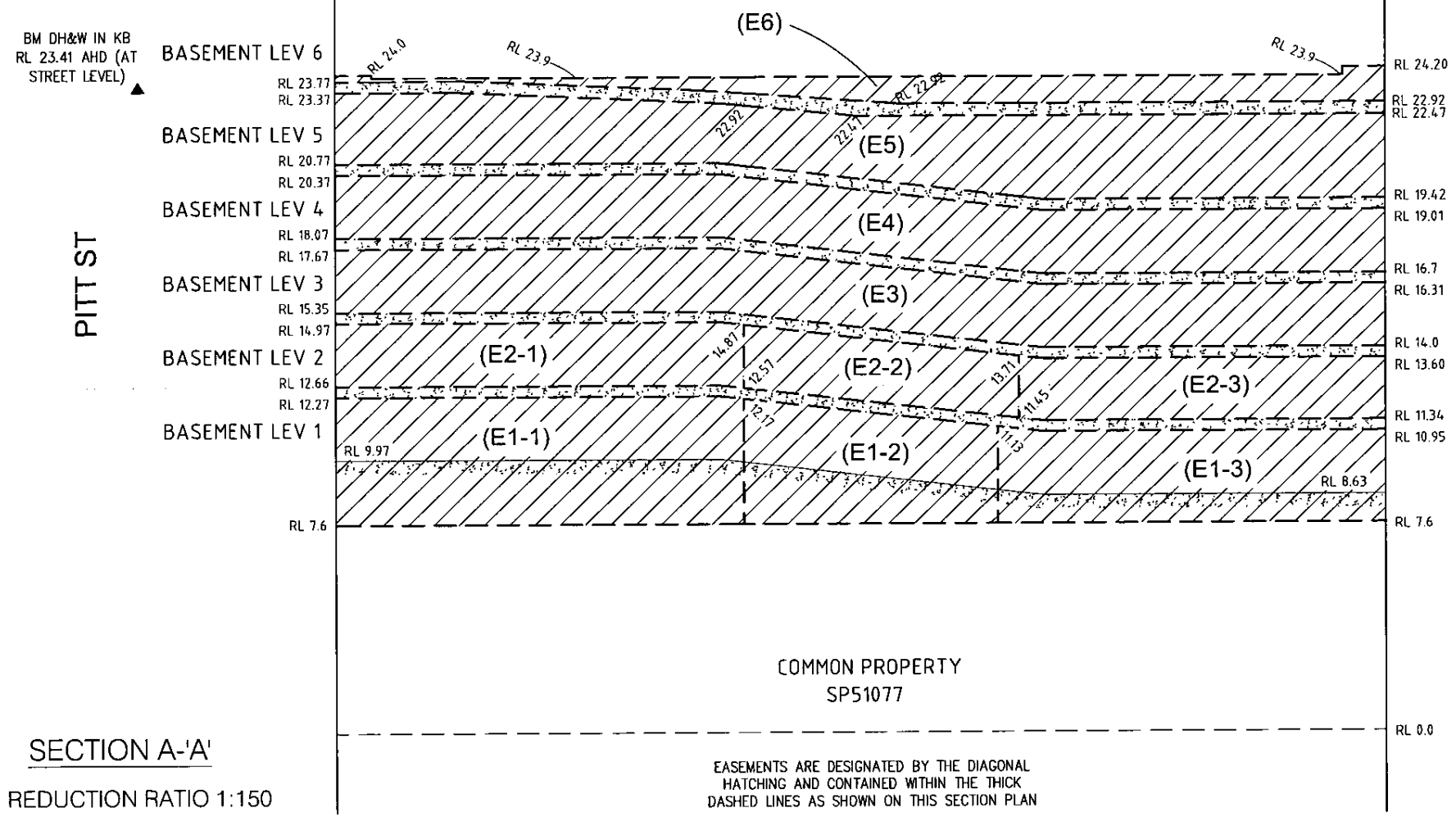
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Req:R139465 /Doc:DL AN875493 /Rev:11-Mar-2019 /Sts:NO.OK /Pgs:ALL /Prt:21-Mar-2019 13:57 /Seq:11 of 12
Ref: /Src:U

Req:R139465 /Doc:DL AN875493 /Rev:11-Mar-2019 /Sts:NO.OK /Pgs:ALL /Prt:21-Mar-2019 13:57 /Seq:12 of 12
Ref: /Src:U

COMMON PROPERTY
SP51077
"PRINCETON APARTMENTS"



COMMON PROPERTY
SP51077

RL 0.0

SECTION A-'A'

REDUCTION RATIO 1:150

EASEMENTS ARE DESIGNATED BY THE DIAGONAL HATCHING AND CONTAINED WITHIN THE THICK DASHED LINES AS SHOWN ON THIS SECTION PLAN

No.	DATE	REVISION TO SHEET	DRAWN	CHK	APP
G	21.05.2018	SAFETY STRUCTURE ZONES AMENDED	DAA	GA	SFG
F	01.05.2018	SAFETY STRUCTURE ZONES AMENDED SECTION ADDED SHT 2	DAA	GA	SFG
E	1.12.2017	SAFETY STRUCTURE ZONE AMENDED	MLC	CM	SFG

SCALE: 1:150
COORDINATES: MGA
ORIGIN: PM147504
DATUM: AHD
ORIGIN: PM147504
CROSS SECTION: V: H:
SCALE BAR: 3 1.5 0 3 6 9 Metres
CLIENT: NSW GOVERNMENT Transport for NSW
SURVEY: LM
DRAWN: ZHY
CHECKED: GA
APPROVED: SFG
DATE OF SURVEY: 02/08/2017
DATE OF PLAN: 07.08.2017
DATE LAST MARKED: 21.05.2018
DATE APPROVED: 07.08.2017
TITLE: 308 Pitt Street Basement Level 1-6
DWG No: NWRLSRT-RPS-SPS-SR-DWG-000042-G-308 Pitt St Basement.dwg
JOB No: PR124856
ISSUE: G
SHEET 7 OF 7 SHEETS
SIZE: A3

RPS AUSTRALIA EAST PTY LTD (ABN 44 140 292 762)
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Form: 11R
Licence: 03-11-071
Licensee: Ashurst Australia

REQUEST

New South Wales
Real Property Act 1900

AN875492P

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) **STAMP DUTY** — If applicable. Office of State Revenue use only

(B) **TORRENS TITLE** — Folio Identifier: ~~CP/51077~~ CP/SP51077

(C) **REGISTERED DEALING**

Number	Torrens Title

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
238N	Customer Account Number: 123155F Ashurst Australia DX 388 Sydney Tel: 02 9258 6000	R

(E) **APPLICANT** — Sydney Metro ABN 12 354 063 515

(F) **NATURE OF REQUEST** — Notification of acquisition under Land Acquisition (Just Terms Compensation) Act 1991 (NSW)

(G) **TEXT OF REQUEST** — Pursuant to Government Gazette Number 120 dated 9 November 2018 Folis 8517-8527, Sydney Metro compulsory acquired an easement for safety structure over that part of the land noted in the Gazette notice. A true copy of the relevant pages of the Gazette notice is attached. Please make a notation on title in respect of the easement.

DATE 15 / 11 / 2018
dd mm yyyy

(H)

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

Signature:

Signatory's name: SUSANNAH LACE
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 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

AUSTRALIA\MRENKO\

OFFPAI AN813598

15.11.18 SUSANNAH LACE AUTHORISED TO AMEND

GOVERNMENT NOTICES

TRANSPORT ADMINISTRATION ACT 1988

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Administration Act 1988

Sydney Metro by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by section 38C of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Anne Purcell
Acting Chief Executive
Sydney Metro

SCHEDULE 1

An easement for safety structure on the terms set out in Schedule 2, and over that part of the piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland being that part of the Common Property within Strata Plan 51077 shown marked as "A " and "B" on the unregistered Plan of Acquisition of Easements for Railway Purposes (PPN DP 1248511) dated 31 October 2018, a copy of which is set out in Schedule 3.

SCHEDULE 2

Terms of easement for safety structure

1. EASEMENT FOR SAFETY STRUCTURE

1.1 Easement summary

This Easement provides the Authority Benefited with a right to:

(a) access to the Easement Site for the purpose of installing the Safety Structure; and

(b) have the Safety Structure remain on the Easement Site at all times.

1.2 Terms of the Easement

(a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:

(i) enter on, pass and repass over the Easement Site at all times with or without Equipment for the Permitted Purpose and do anything reasonably necessary for that purpose including:

(A) entering the Lot Burdened to gain access to the Easement Site;

(B) taking anything on to the Lot Burdened; and

(C) removing, modifying or replacing any part of the Existing Building Structures or relocating any services; and

(ii) have the Safety Structure remain on the Easement Site.

(b) In exercising its rights under this Easement, the Authority Benefited must:

(i) prior to installing the Safety Structure in the Easement Site, provide the Owner of the Lot Burdened with details of the Safety Structure, including the proposed design, location, size and type of Safety Structure;

(ii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;

(iii) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;

(iv) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and

(v) comply with all relevant laws relating to the exercise of those rights.

(c) The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the Safety Structure prior to the expiry of the Easement under clause 1.3.

1.3 **Expiry of the Easement**

(a) This Easement will expire on the earlier of:

(i) the date on which the Building is demolished; and

(ii) the date on which the Safety Structure installed pursuant to this Easement has been rendered redundant.

(b) If this Easement has expired under paragraph (a), the Owner of the Lot Burdened and the Authority Benefited (if requested by the Owner) must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land Registry Services NSW.

(c) The Authority Benefited will not be required to remove the Safety Structure on expiry of the Easement.

1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

The name of the persons empowered to release, vary or modify this Easement:

The Authority Benefited.

2. **GENERAL**

2.1 **Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

2.2 **Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

2.3 **Definitions**

Authorised Users means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other

person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

Authority Benefited means Sydney Metro (ABN 12 354 063 515), a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW).

Building means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

Conditions means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

Easement means the easement in this instrument and includes the Conditions in relation to that easement.

Easement Site means the area shown marked "A" and "B" on the unregistered Plan of Acquisition of Easements for Railway Purposes dated 31 October 2018, a copy of which is set out in Schedule 3.

Equipment means all necessary tools, implements, materials, machinery and vehicles.

Existing Building Structures means any improvements located within the Lot Burdened at the commencement of the Easement.

Lot Burdened means the Common Property in Strata Plan 51077.

Occupier means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

Owner of the Lot Burdened means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

Permitted Purpose means installing, maintaining, modifying, replacing, dismantling and removing any Safety Structure.

Safety Structure means a safety and/or security barrier or wall, structural or non-structural blockwork or brick wall, reinforced brick wall, reinforced concrete wall, steel frame structure, barrier including organ barriers and crash barriers, timber hoarding, colour bond sheeting, railing, parapet, handrail, concrete plinth, structural

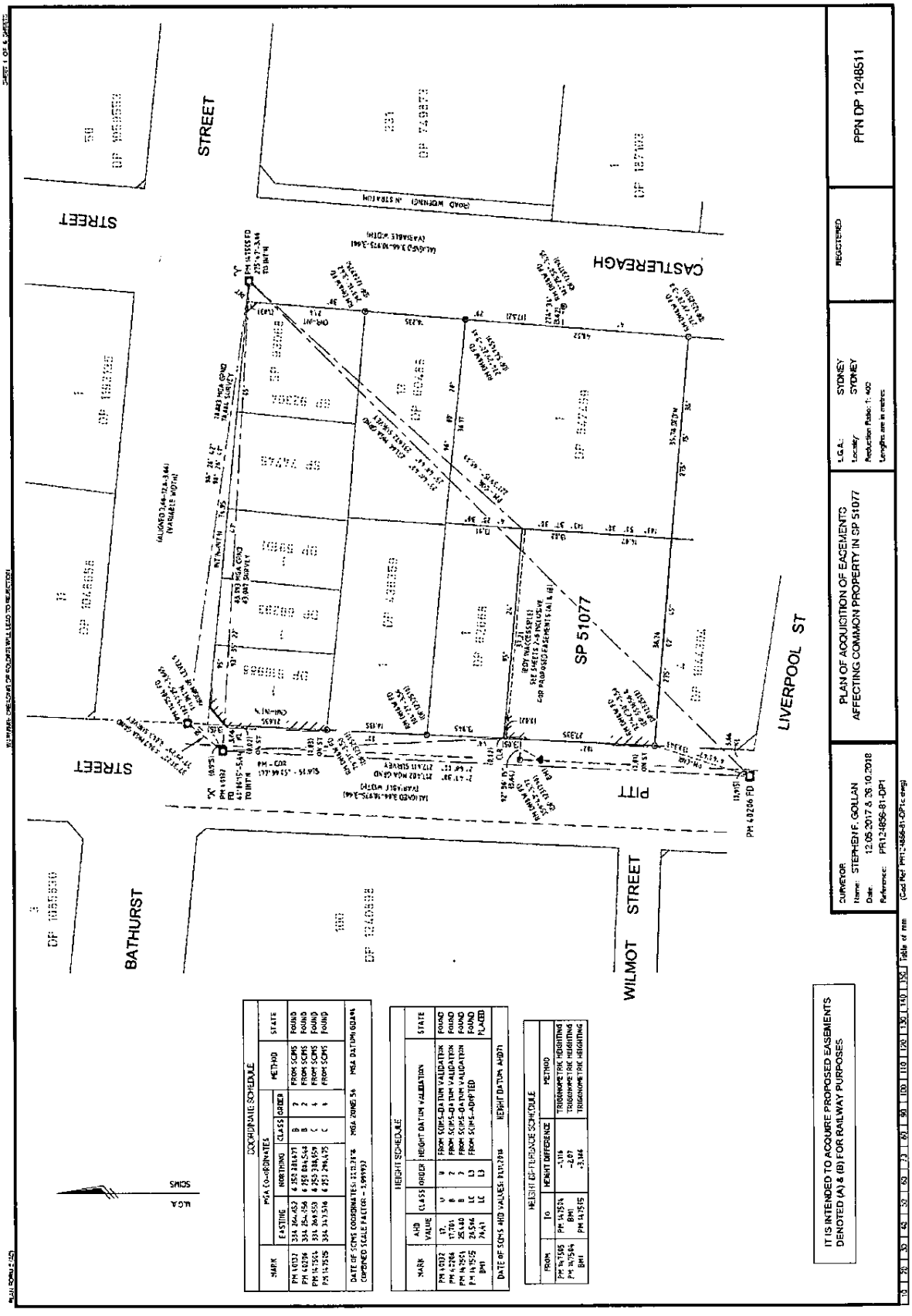
connections, structure for bracing, supporting or propping up fixtures and fittings including couplers, brackets and bracing or such structure for the purpose of:

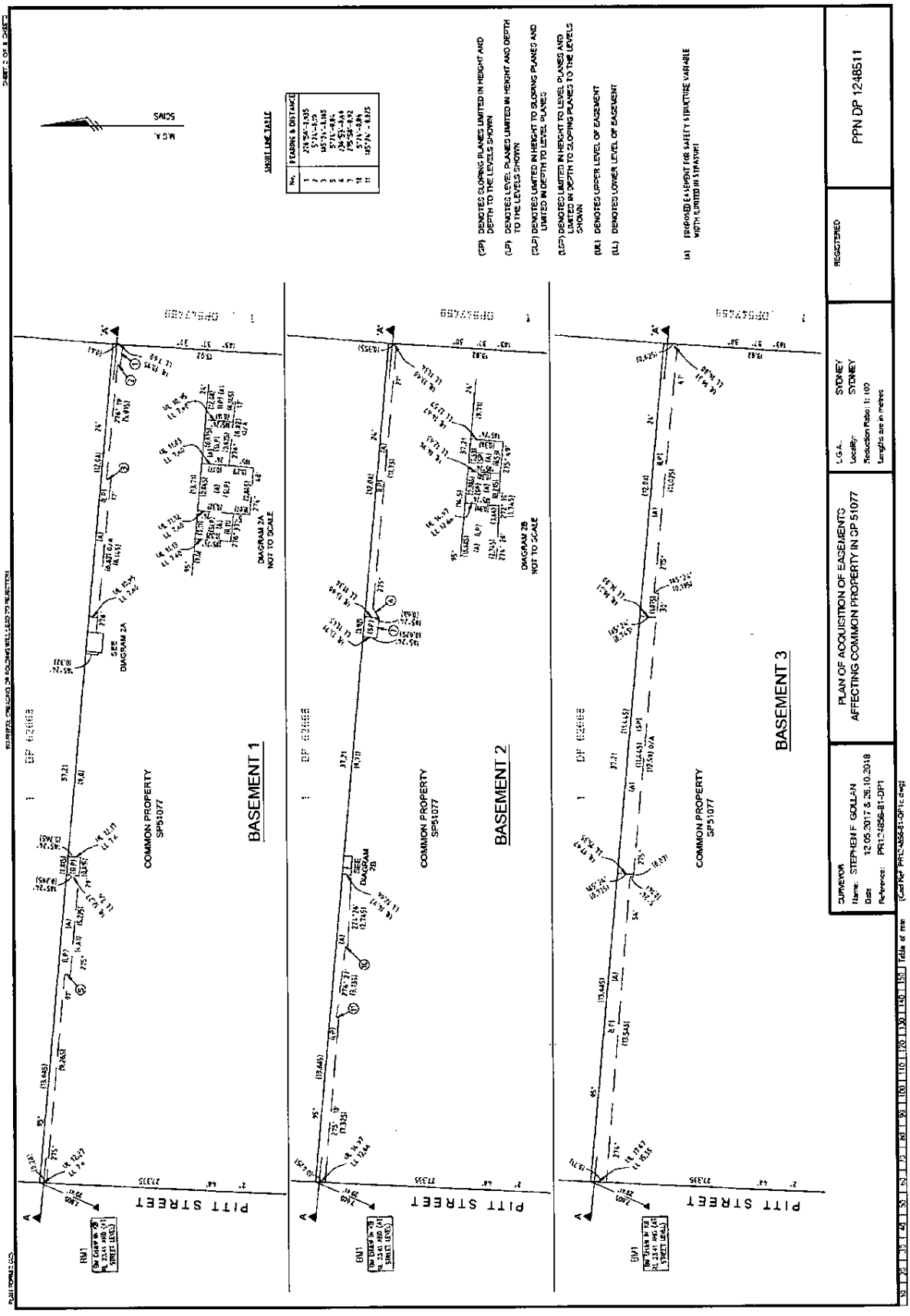
(a) preventing vehicular or pedestrian access into the land owned by the Authority Benefited;

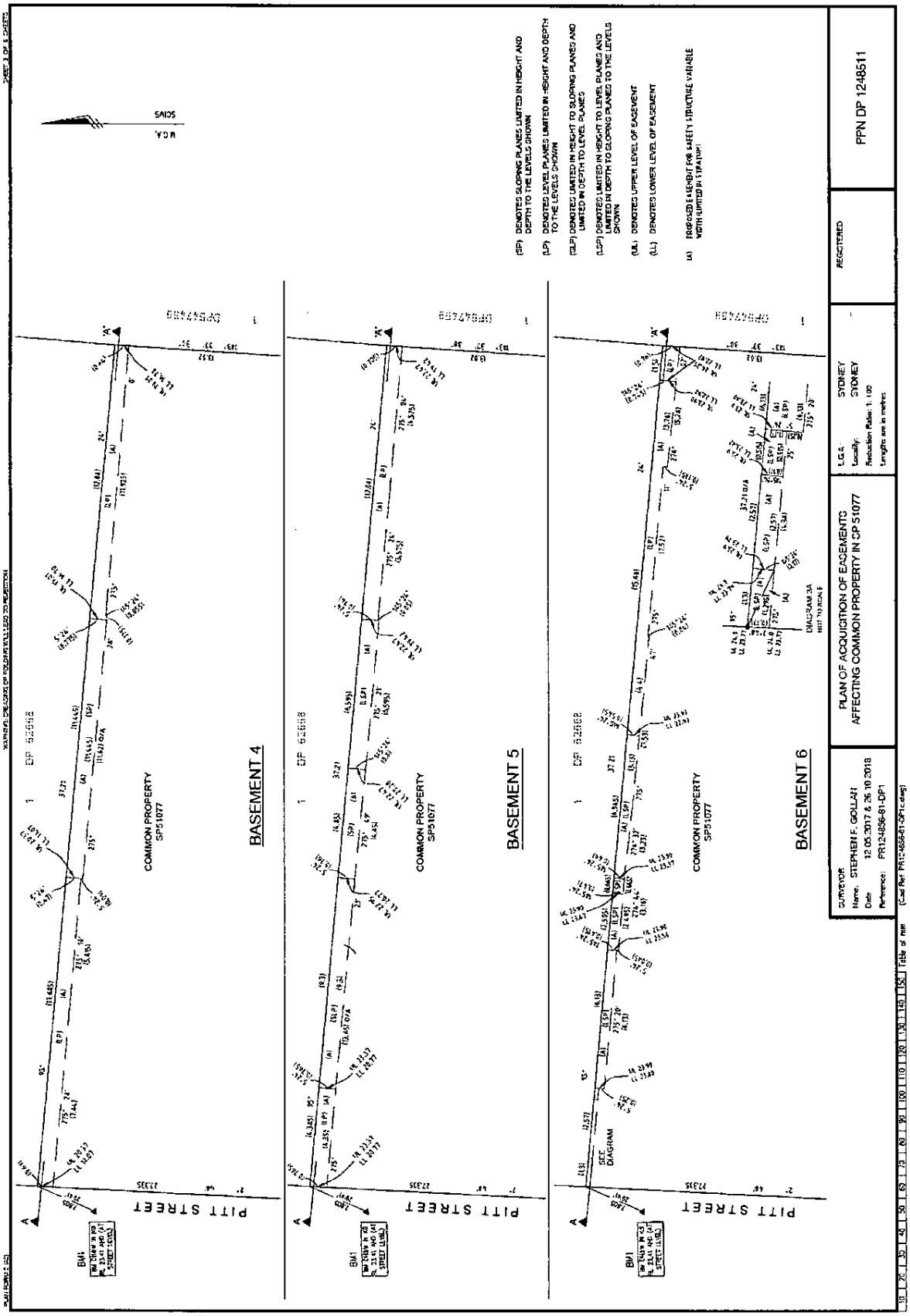
(b) protecting and ensuring the safety of the Existing Building Structures, the Occupiers and the Owner of the Lot Burdened; or

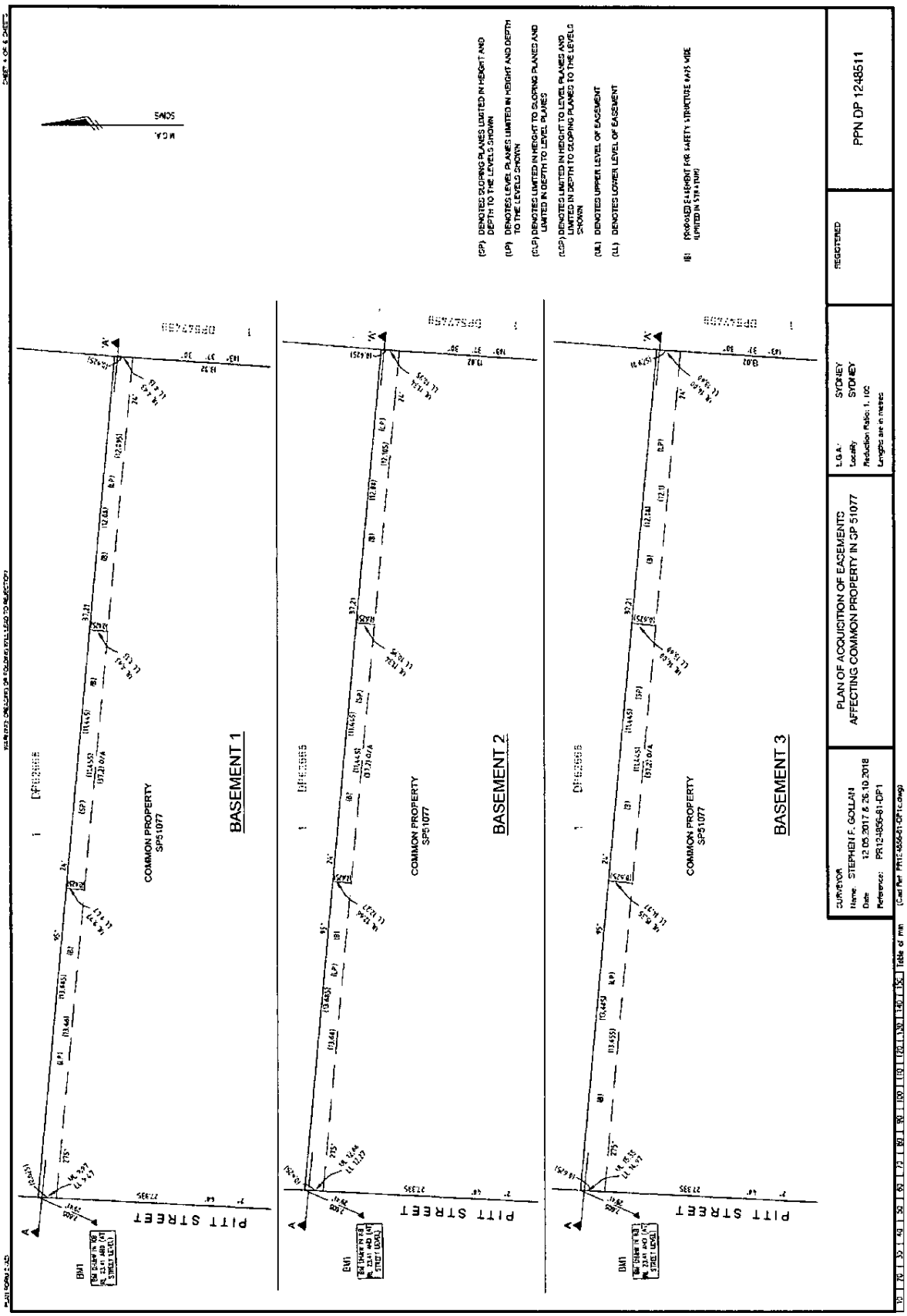
(c) protecting and ensuring the safety of any improvements or works on land adjoining the Lot Burdened including land owned by the Authority Benefited, and any occupant of such land.

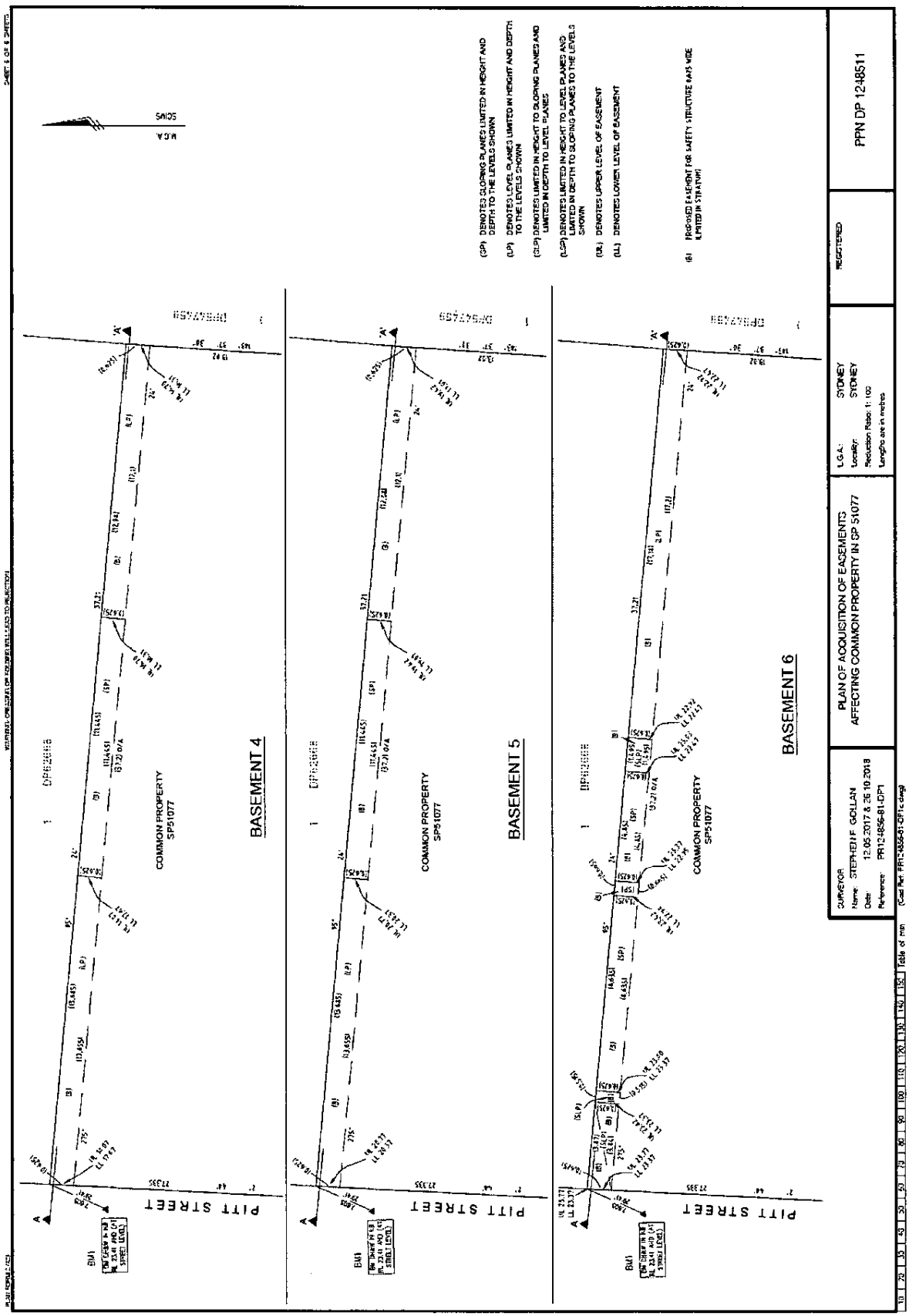
SCHEDULE 3

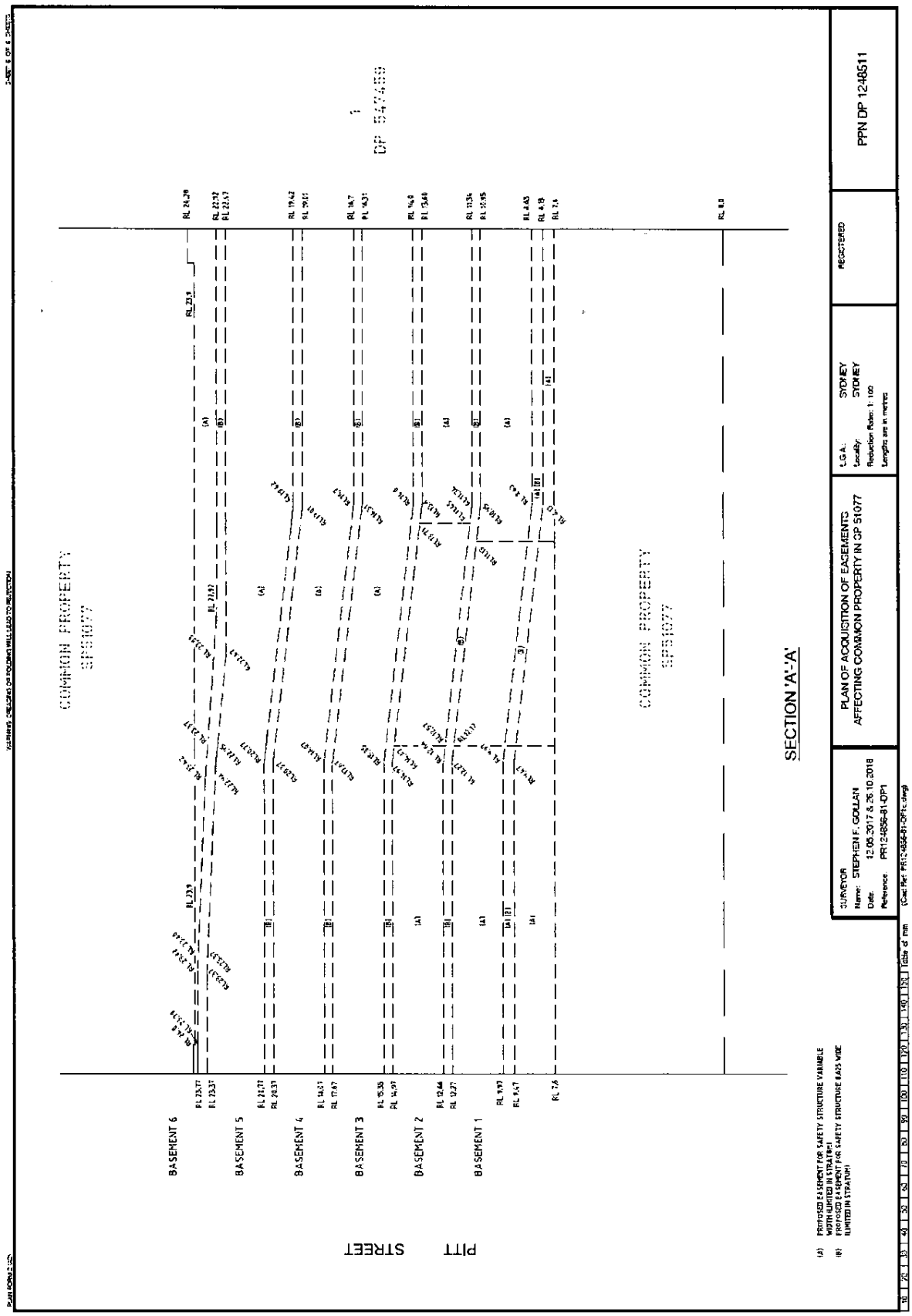

PPM DP 1248511
REGISTERED
L.G.A.: SYDNEY
Locality: SYDNEY
Reduction Ratio: 1: 400
Lengths are in metres
PLAN OF ACQUISITION OF EASEMENTS
AFFECTING COMMON PROPERTY IN SP 51077
SURVEYOR
Name: STEPHEN F. GOLLAN
Date: 12.05.2017 & 26.10.2018
Reference: PR124656-81-DP1
(Cad Ref: PR124656-81-DP1c.dwg)
SP 51077
CASTLEREAGH STREET
LIVERPOOL ST
PITT STREET
BATHURST STREET
WILMOT STREET
IT IS INTENDED TO ACQUIRE PROPOSED EASEMENTS DENOTED (A) & (B) FOR RAILWAY PURPOSES
COORDINATE SCHEDULE
MGA CO-ORDINATES
MARK
EASTING
NORTHING
CLASS
ORDER
METHOD
STATE
PM 14032
PM 46294
PM 14554
PM 14555
DATE OF SCMS COORDINATES:
COMPUTED SCALE FACTOR = 0.99993
MGA ZONE 56
MGA DATUM GDA94
HEIGHT SCHEDULE
MARK
AHD VALUE
CLASS
ORDER
HEIGHT DATUM VALIDATION
STATE
FROM SCMS-DATUM VALIDATION
FROM SCMS-ADOPTED
DATE OF SCMS AHD VALUES:
HEIGHT DATUM AHD71
HEIGHT DIFFERENCE SCHEDULE
FROM
TO
HEIGHT DIFFERENCE
METHOD
PM 14555
PM 14554
BM1
-1.116
-2.07
-3.346
TRIGONOMETRIK HEIGHTING
SCMS
MGA

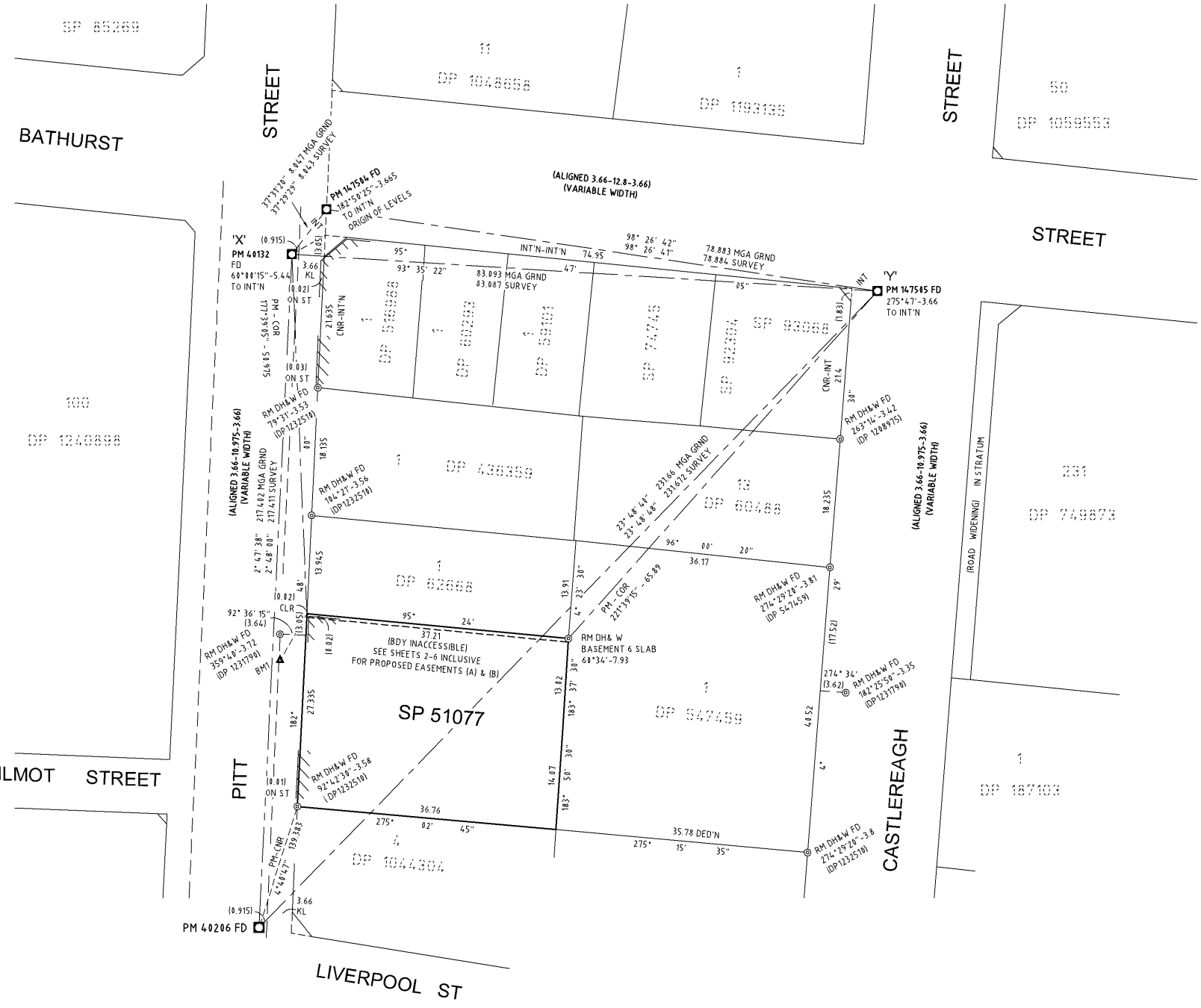

PLAN OF ACQUISITION OF EASEMENTS
AFFECTING COMMON PROPERTY IN SP 51077
PPN DP 1248511
REGISTERED
SURVEYOR
Name: STEPHEN F GOLLAN
Date: 12.05.2017 & 26.10.2018
Reference: PR124856-81-DP1
L.G.A.: SYDNEY
Locality: SYDNEY
Reduction Ratio: 1: 100
Lengths are in metres
BASEMENT 1
BASEMENT 2
BASEMENT 3
COMMON PROPERTY SP51077
PITT STREET
DIAGRAM 2A NOT TO SCALE
DIAGRAM 2B NOT TO SCALE
SEE DIAGRAM 2A
SEE DIAGRAM 2B
STREET LINE TABLE
(SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(SLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES
(LSP) DENOTES LIMITED IN HEIGHT TO LEVEL PLANES AND LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN
(UL) DENOTES UPPER LEVEL OF EASEMENT
(LL) DENOTES LOWER LEVEL OF EASEMENT
(A) PROPOSED EASEMENT FOR SAFETY STRUCTURE VARIABLE WIDTH LIMITED IN STRATUM


PLAN OF ACQUISITION OF EASEMENTS
AFFECTING COMMON PROPERTY IN SP 51077
PPN DP 1248511
REGISTERED
BASEMENT 4
BASEMENT 5
BASEMENT 6
COMMON PROPERTY
SP51077
PITT STREET
SURVEYOR
Name: STEPHEN F. GOLLAN
Date: 12.05.2017 & 26.10.2018
Reference: PR124856-B1-DP1
L.G.A.: SYDNEY
Locality: SYDNEY
Reduction Ratio: 1:100
Lengths are in metres
(SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(SLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES
(LSP) DENOTES LIMITED IN HEIGHT TO LEVEL PLANES AND LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN
(UL) DENOTES UPPER LEVEL OF EASEMENT
(LL) DENOTES LOWER LEVEL OF EASEMENT
(A) PROPOSED EASEMENT FOR SAFETY STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)


PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077
PPN DP 1248511
REGISTERED
SURVEYOR
Name: STEPHEN F. GOULAIN
Date: 12.05.2017 & 26.10.2018
Reference: PR12-4856-81-DP1
L.G.A.: SYDNEY
Locality: SYDNEY
Reduction Ratio: 1: 100
Lengths are in metres
BASEMENT 1
BASEMENT 2
BASEMENT 3
COMMON PROPERTY SP51077
PITT STREET
(DP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(DLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES
(LDP) DENOTES LIMITED IN HEIGHT TO LEVEL PLANES AND LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN
(UL) DENOTES UPPER LEVEL OF EASEMENT
(LL) DENOTES LOWER LEVEL OF EASEMENT
(B) (RL9.05) TO (RL14.60) FOR SAFETY STRUCTURE 6M25 WIDE (LIMITED IN STRATUM)


PLAN OF ACQUISITION OF EASEMENTS
AFFECTING COMMON PROPERTY IN SP 51077
PPN DP 1248511
REGISTERED
SURVEYOR
Name: STEPHEN F GOLLAN
Date: 12.05.2017 & 26.10.2018
Reference: PR12-9656-81-DP1
L.G.A.: SYDNEY
Locality: SYDNEY
Reduction Ratio: 1:100
Lengths are in metres
BASEMENT 4
BASEMENT 5
BASEMENT 6
COMMON PROPERTY SP51077
PITT STREET
(GP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN
(GLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES
(LSP) DENOTES LIMITED IN HEIGHT TO LEVEL PLANES AND LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN
(UL) DENOTES UPPER LEVEL OF EASEMENT
(LL) DENOTES LOWER LEVEL OF EASEMENT
(E) PROPOSED EASEMENT FOR SAFETY STRUCTURE 6M35 WIDE (LIMITED IN STRATUM)


PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077
PPN DP 1248511
REGISTERED
SECTION 'A'-'A'
COMMON PROPERTY SP51077
DP 547455
PITT STREET
BASEMENT 6
BASEMENT 5
BASEMENT 4
BASEMENT 3
BASEMENT 2
BASEMENT 1
SURVEYOR
Name: STEPHEN F. GOULAN
Date: 12.09.2017 & 26.10.2018
Reference: PR124856-81-DP1
L.G.A.: SYDNEY
Locality: SYDNEY
Reduction Ratio: 1:100
Lengths are in metres



COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES				METHOD	STATE
	EASTING	NORTHING	CLASS	ORDER		
PM 40132	334 264.652	6 250 301.677	B	2	FROM SCIMS	FOUND
PM 40206	334 254.056	6 250 084.548	B	2	FROM SCIMS	FOUND
PM 147504	334 269.553	6 250 308.059	C	4	FROM SCIMS	FOUND
PM 147505	334 347.576	6 250 296.475	C	4	FROM SCIMS	FOUND
DATE OF SCIMS COORDINATES: 01.10.2018 MGA ZONE: 56 MGA DATUM: GDA94 COMBINED SCALE FACTOR - 0.999932						

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 40132	17.	U	U	FROM SCIMS-DATUM VALIDATION	FOUND
PM 40206	17.701	B	2	FROM SCIMS-DATUM VALIDATION	FOUND
PM 147504	25.480	B	2	FROM SCIMS-DATUM VALIDATION	FOUND
PM 147505	26.596	LC	L3	FROM SCIMS-ADOPTED	FOUND
BM1	26.41	LC	L3		PLACED
DATE OF SCIMS AHD VALUES: 01.10.2018 HEIGHT DATUM: AHD71					

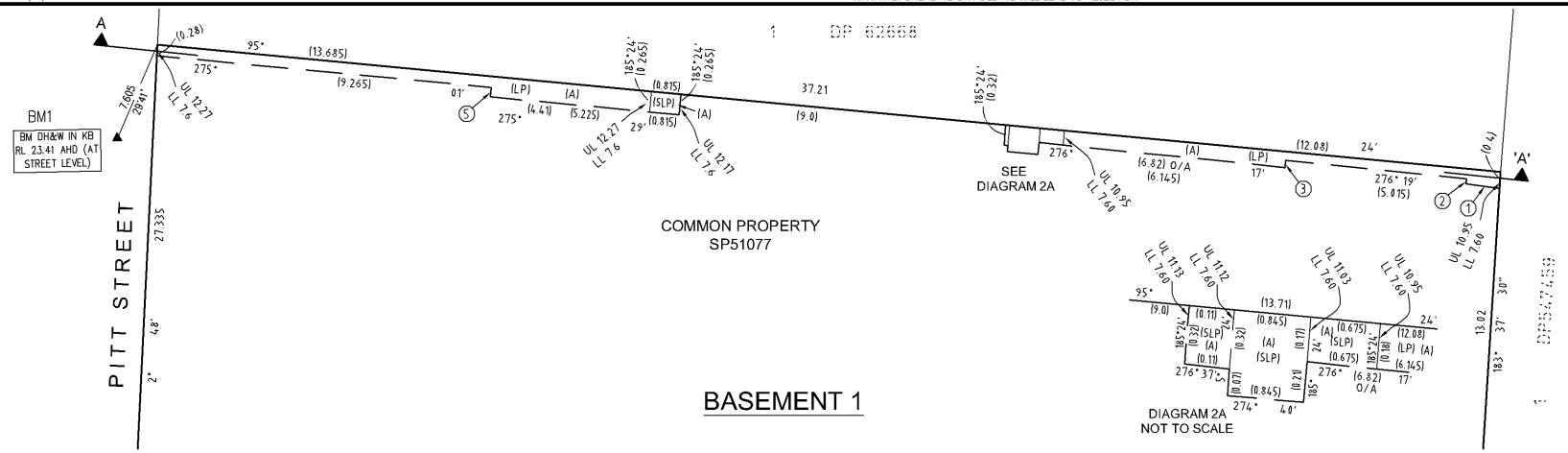
HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 147505	PM 147504	-1.116	TRIGONOMETRIC HEIGHTING
PM 147504	BM1	-2.07	TRIGONOMETRIC HEIGHTING
BM1	PM 147505	+3.186	TRIGONOMETRIC HEIGHTING

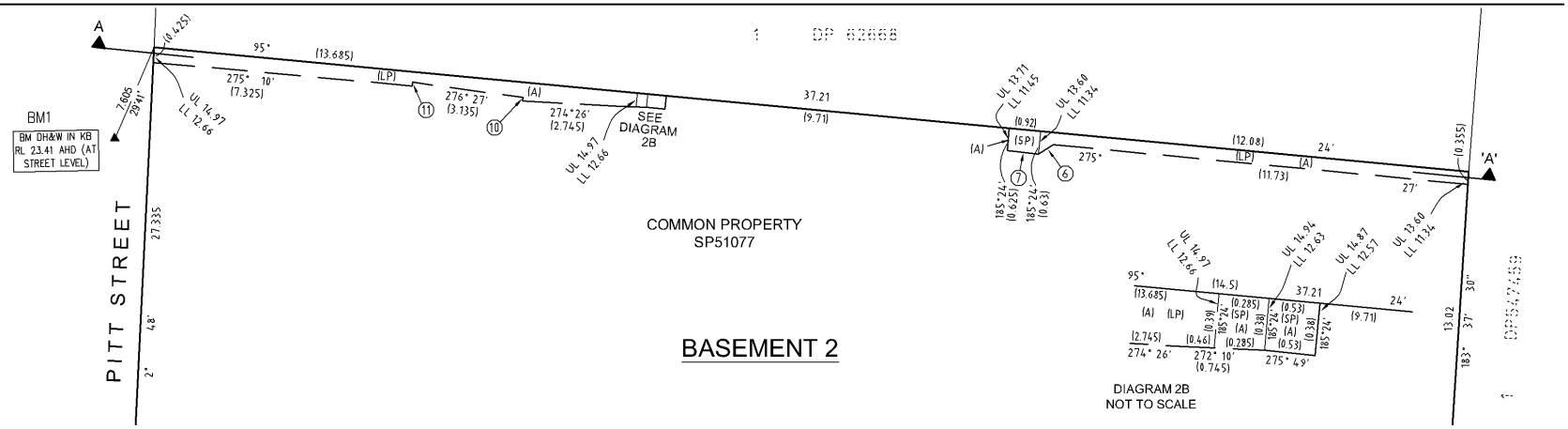
IT IS INTENDED TO ACQUIRE PROPOSED EASEMENTS DENOTED (A) & (B) FOR RAILWAY PURPOSES

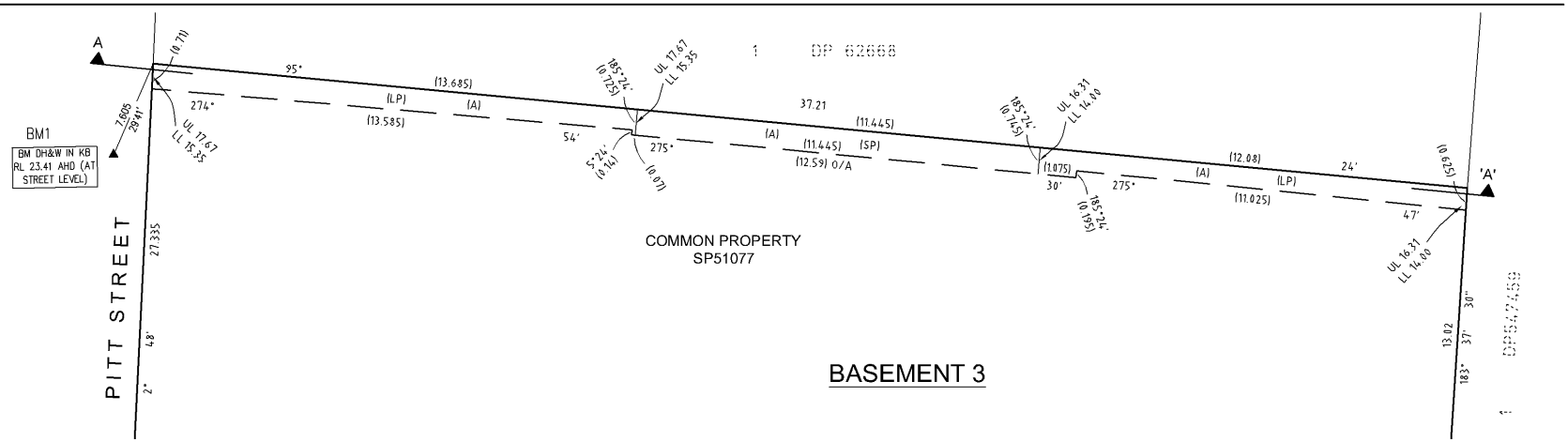
SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR124856-81-DP1	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077	L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 400 Lengths are in metres	REGISTERED 18.2.2019	DP1248511

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR124856-81-DP1d.dwg)

Req:R140619 /Doc:DP 1248511 P /Rev:18-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:21-Mar-2019 15:23 /Seq:1 of 7
Ref: /Src:U







M.G.A. SCIMS

SHORT LINE TABLE

No.	BEARING & DISTANCE
1	276°56'-0.935
2	5°24'-0.19
3	185°24'-0.165
5	5°24'-0.04
6	236°53'-0.46
7	275°58'-0.92
10	5°24'-0.04
11	185°24' - 0.025

(SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(SLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES

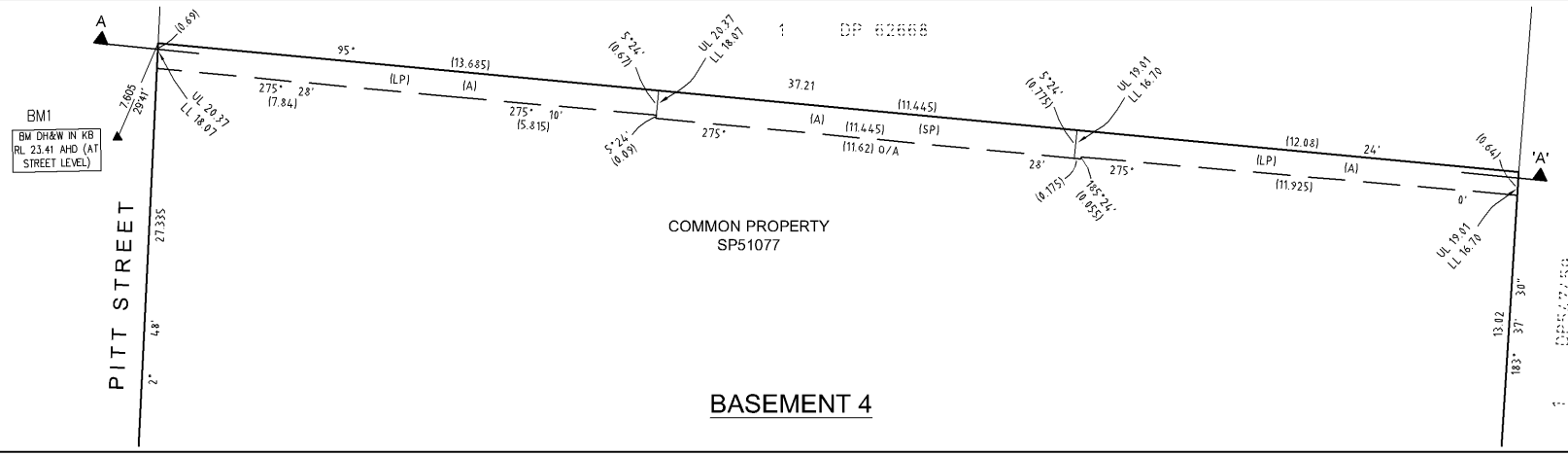
(UL) DENOTES UPPER LEVEL OF EASEMENT

(LL) DENOTES LOWER LEVEL OF EASEMENT

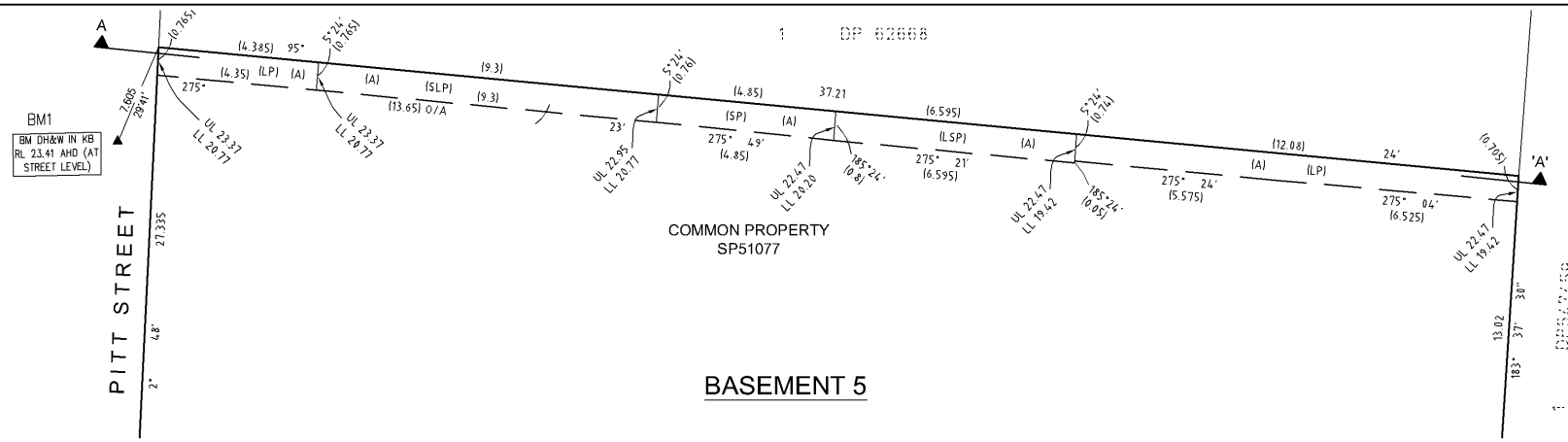
(A) PROPOSED EASEMENT FOR SAFETY STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR124856-81-DP1	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077	L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED 18.2.2019	DP1248511

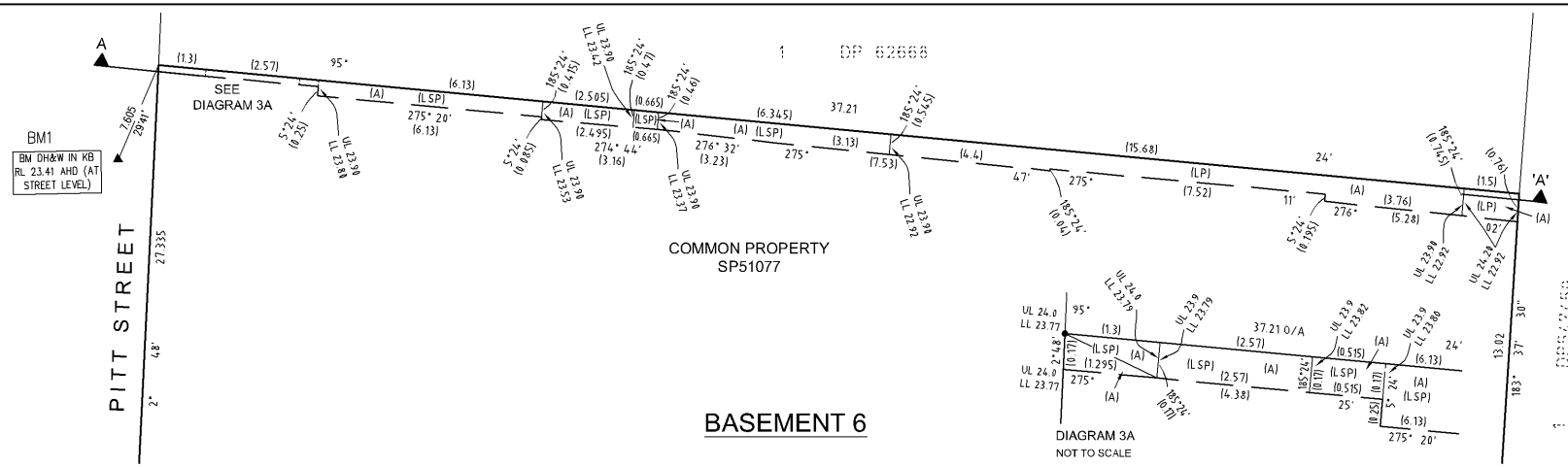
Req:R140619 /Doc:DP 1248511 P /Rev:18-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:21-Mar-2019 15:23 /Seq:2 of 7
Ref: /Src:U



BASEMENT 4



BASEMENT 5



BASEMENT 6

(SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(SLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES

(LSP) DENOTES LIMITED IN HEIGHT TO LEVEL PLANES AND LIMITED IN DEPTH TO SLOPING PLANES TO THE LEVELS SHOWN

(UL) DENOTES UPPER LEVEL OF EASEMENT

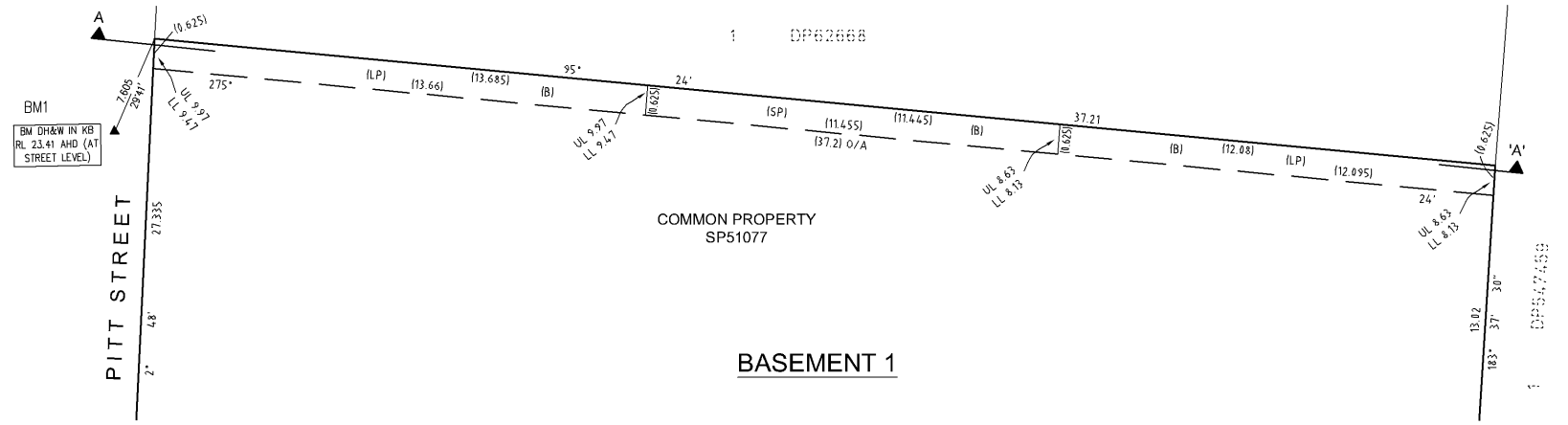
(LL) DENOTES LOWER LEVEL OF EASEMENT

(A) PROPOSED EASEMENT FOR SAFETY STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)

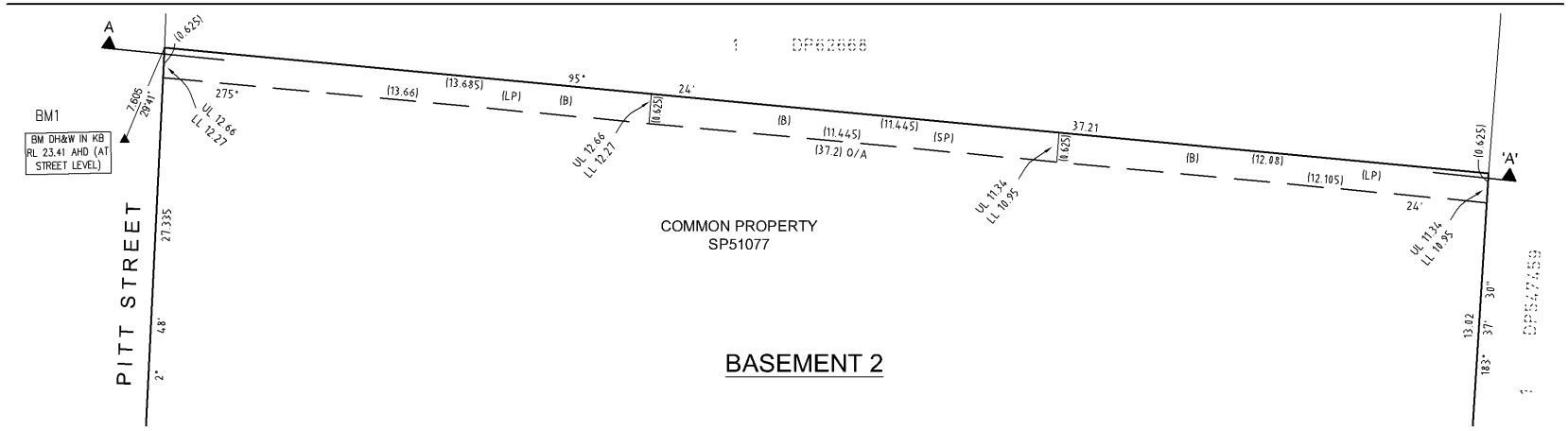
SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR124856-81-DP1	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077	L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED 18.2.2019	DP1248511

Req:R140619 /Doc:DP 1248511 P /Rev:18-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:21-Mar-2019 15:23 /Seq:3 of 7
Ref: /Src:U

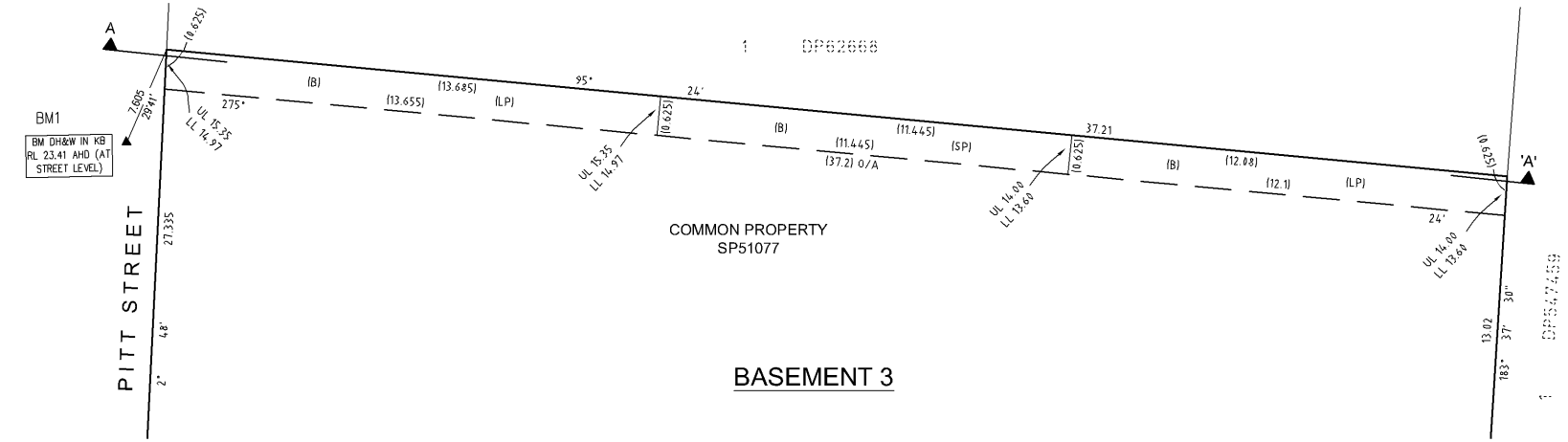
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR124856-81-DP1d.dwg)



BASEMENT 1



BASEMENT 2



BASEMENT 3

M.G.A. SCIMS

(SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(UL) DENOTES UPPER LEVEL OF EASEMENT

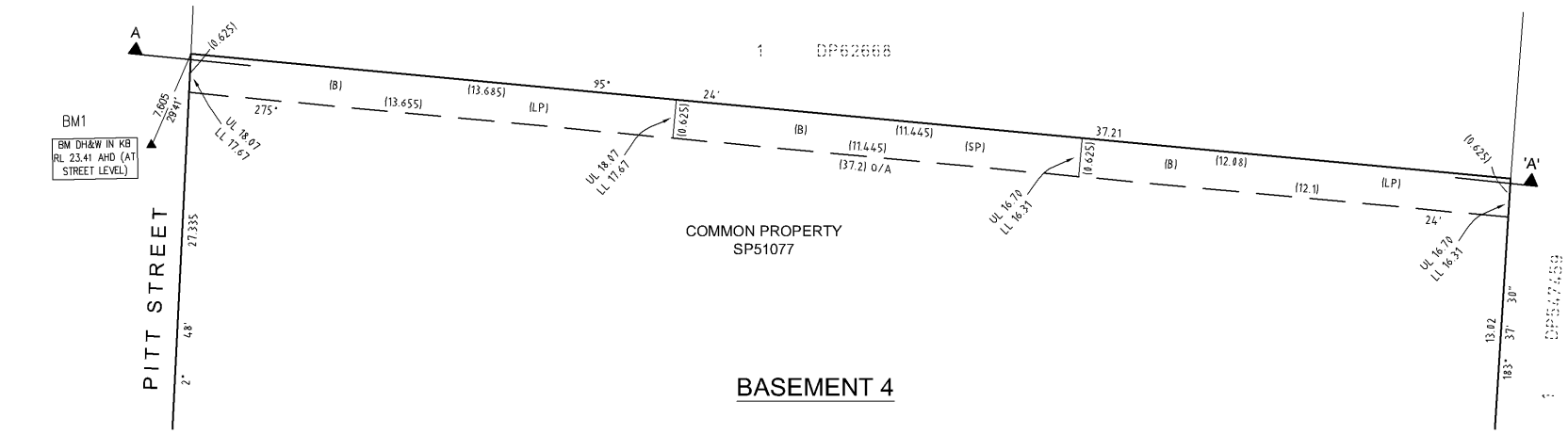
(LL) DENOTES LOWER LEVEL OF EASEMENT

(B) PROPOSED EASEMENT FOR SAFETY STRUCTURE 0.625 WIDE (LIMITED IN STRATUM)

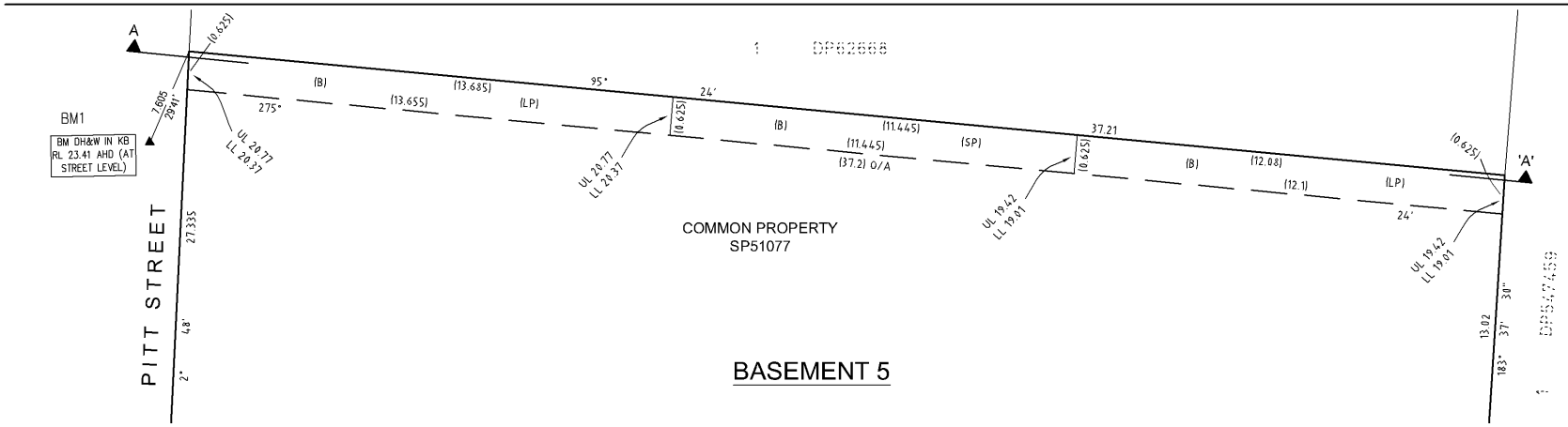
SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR124856-81-DP1	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077	L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED 18.2.2019	DP1248511

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR124856-81-DP1d.dwg)

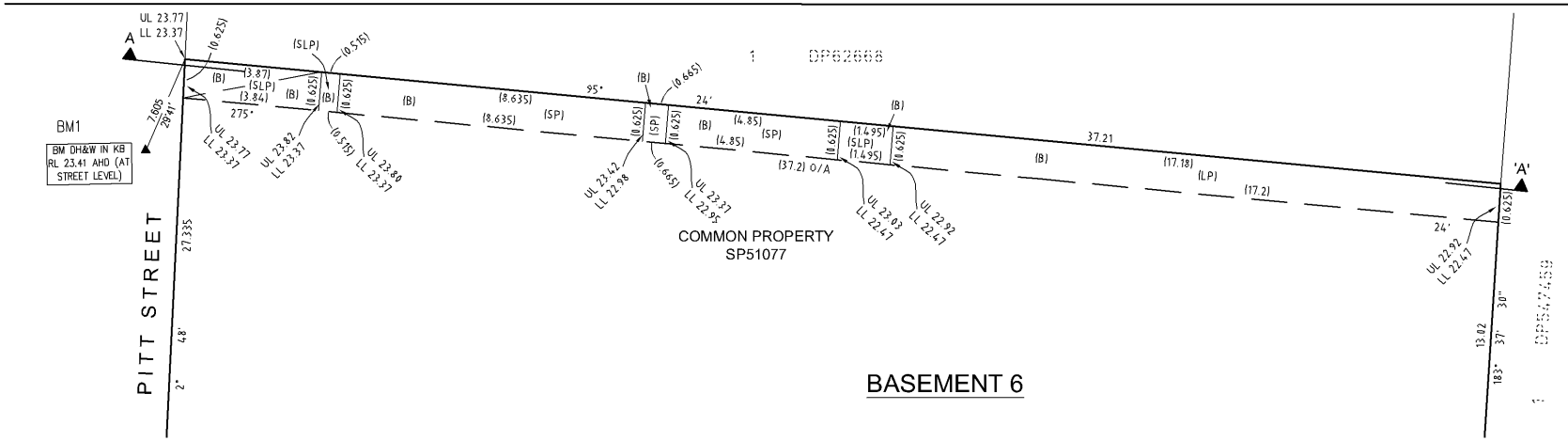
Req:R140619 /Doc:DP 1248511 P /Rev:18-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:21-Mar-2019 15:23 /Seq:4 of 7
Ref: /Src:U



BASEMENT 4



BASEMENT 5



BASEMENT 6

(SP) DENOTES SLOPING PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(LP) DENOTES LEVEL PLANES LIMITED IN HEIGHT AND DEPTH TO THE LEVELS SHOWN

(SLP) DENOTES LIMITED IN HEIGHT TO SLOPING PLANES AND LIMITED IN DEPTH TO LEVEL PLANES

(UL) DENOTES UPPER LEVEL OF EASEMENT

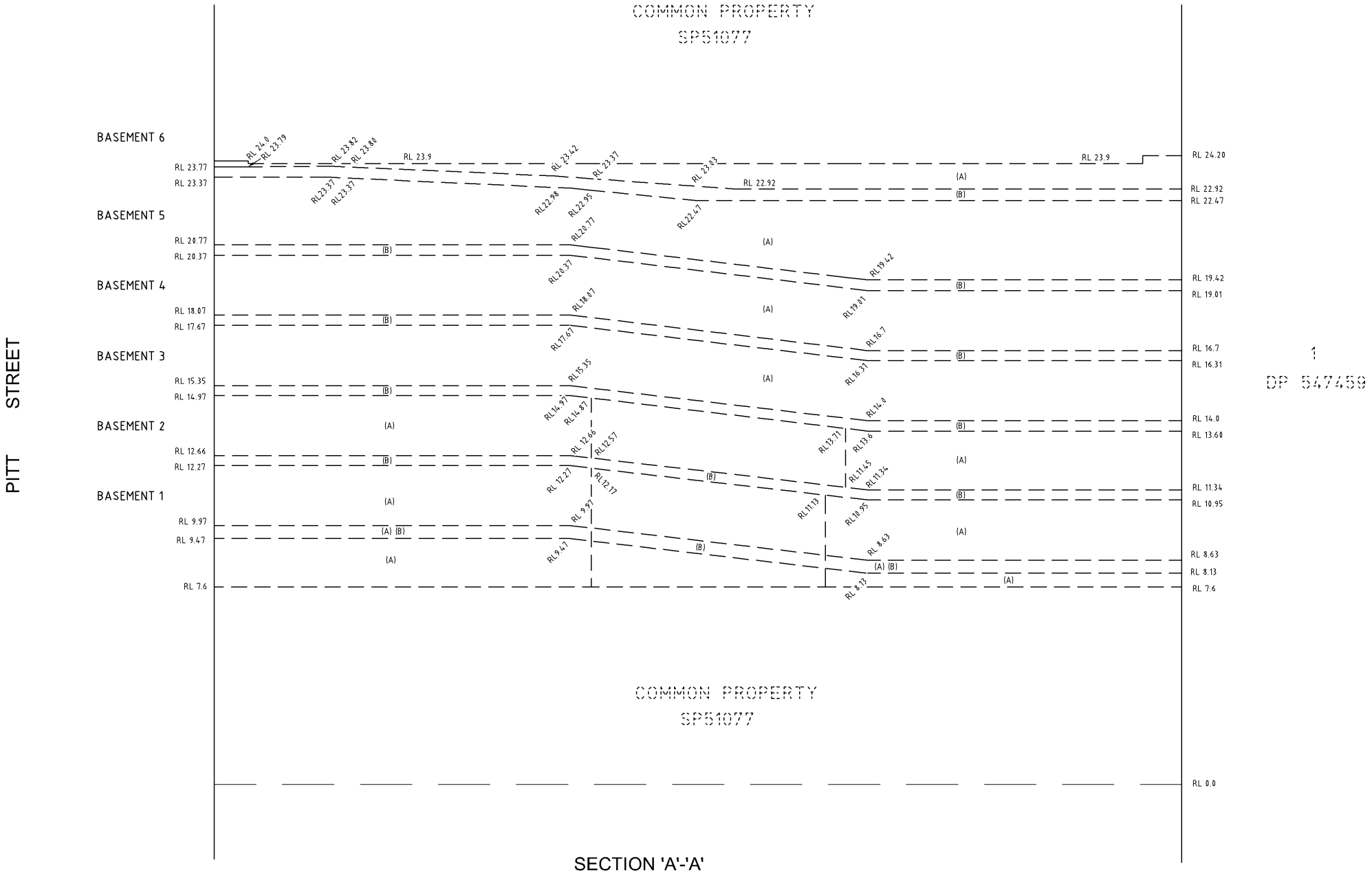
(LL) DENOTES LOWER LEVEL OF EASEMENT

(B) PROPOSED EASEMENT FOR SAFETY STRUCTURE 0.625 WIDE (LIMITED IN STRATUM)

SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR124856-81-DP1	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077	L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED 18.2.2019	DP1248511

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR124856-81-DP1d.dwg)

Req:R140619 /Doc:DP 1248511 P /Rev:18-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:21-Mar-2019 15:23 /Seq:5 of 7
Ref: /Src:U



1
DP 547459

SECTION 'A'-'A'

(A) PROPOSED EASEMENT FOR SAFETY STRUCTURE VARIABLE WIDTH (LIMITED IN STRATUM)
(B) PROPOSED EASEMENT FOR SAFETY STRUCTURE 0.625 WIDE (LIMITED IN STRATUM)

SURVEYOR Name: STEPHEN F. GOLLAN Date: 12.05.2017 & 26.10.2018 Reference: PR124856-81-DP1	PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077	L.G.A.: SYDNEY Locality: SYDNEY Reduction Ratio: 1: 100 Lengths are in metres	REGISTERED 18.2.2019	DP1248511

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm (Cad Ref: PR124856-81-DP1d.dwg)

Req:R140619 /Doc:DP 1248511 P /Rev:18-Feb-2019 /Sts:SC.OK /Pgs:ALL /Prt:21-Mar-2019 15:23 /Seq:6 of 7
Ref: /Src:U

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 1 sheet(s)

Office Use Only

Registered: 18.2.2019

Title System: TORRENS

Office Use Only

DP1248511

PLAN OF ACQUISITION OF EASEMENTS AFFECTING COMMON PROPERTY IN SP 51077

LGA: SYDNEY

Locality: SYDNEY

Parish: ST LAWRENCE

County: CUMBERLAND

Survey Certificate

I, STEPHEN F GOLLAN .....

of RPS AUST. EAST PTY LTD .....

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

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

*~~(b)~~ The part of the land shown in the plan being Part CP SP51077 was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on 26.10.2018 and the part not surveyed was compiled in accordance with that Regulation, ~~or~~

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

Datum Line: "X"-"Y" .....

Type: *Urban/*~~Rural~~

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

Signature: ..... Dated: 31.10.2018

Surveyor Identification No: 1124.....
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I,.....

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number.....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

SP51077, DP842514, DP1044304, DP1232510, DP1231790, DP62668, DP436359, DP516988, DP60293, DP59101, SP74745, SP92304, DP60488, DP1208975, DP547459, DP551656,

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

IT IS INTENDED TO ACQUIRE PROPOSED EASEMENTS DENOTED (A) & (B) FOR RAILWAY PURPOSES

Surveyor's Reference: PR124856- 81-DP1

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

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au

GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

K Ling
Suite 18
Level 5 591 George St
SYDNEY NSW 2000

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	K Ling
Your reference:	19063
Address of property:	308 Pitt Street , SYDNEY NSW 2000
Owner:	THE OWNERS - STRATA PLAN NO 51077
Description of land:	Lot 100 DP 842514, Lots 1-48 SP 51077, Lots 115-117 SP 51077, Lots 118 SP 52535, Lots 50-67 SP 51077, Lots 69-113 SP 51077, Lots 118 SP 80391, Lots 119 SP 80391
Certificate No.:	2019301432
Certificate Date:	19/03/19
Receipt No:	0135125
Fee:	$53.00
Paid:	19/03/19

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

Sydney2030/Green/Global/Connected

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

Zone B8 Metropolitan Centre (Sydney Local Environmental Plan 2012)

1 Objectives of zone
• To recognise and provide for the pre-eminent role of business, office, retail, entertainment and tourist premises in Australia's participation in the global economy.
• To provide opportunities for an intensity of land uses commensurate with Sydney's global status.
• To permit a diversity of compatible land uses characteristic of Sydney's global status and that serve the workforce, visitors and wider community.
• To encourage the use of alternatives to private motor vehicles such as public transport, walking or cycling.
• To promote uses with active street frontages on main streets and on streets in which buildings are used primarily (at street level) for the purposes of retail premises.

2 Permitted without consent
Nil

3 Permitted with consent
Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited
Nil

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal Serviced Apartments: Amendment of the following Local Environmental Plans.

- **Sydney Local Environmental Plan 2012;**
- **Sydney Local Environmental Plan 2005;**
- **Sydney Local Environmental Plan (Green Square Town Centre) 2013; and**
- **Sydney Local Environmental Plan (Green Square Town Centre Stage 2) 2013.**

This Planning Proposal explains the intent of, and justification for the proposed amendment to ensure State Environmental Planning Policy No. 65 (SEPP 65) and the Apartment Design Guide provisions apply to serviced apartments.

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 from 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. 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. 32 – Urban Consolidation
This policy implements the principles of urban consolidation, including the orderly, economic use and development of land. The policy enables urban land which is no longer required for the purpose for which it is currently zoned or used to be redeveloped for multi-unit housing and related development.

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 Flat Buildings
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 (Temporary Structures and Places of Public Entertainment) 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 (Repeal of Concurrence and Referral Provisions) 2008
This Policy is an 'amending instrument' that removes or modifies referral and concurrence clauses within local environmental plans (LEPs), regional environmental plans (REPs) and State environmental planning policies (SEPPs).

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 (3) - (10)

(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*.

General Housing Code & Commercial and Industrial (New Buildings and Additions) Code

Complying development **may not** be carried out on the land under the General Housing Code & the Commercial and Industrial (New Buildings and Additions) 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 *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	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 *Wilderness Act 1987*.	**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.	**NO**
▪ 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 only to the General Housing 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**

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.

Low Rise Medium Density Housing Code
This Code has been deferred until 1 July 2019.

(4) Coastal Protection Act, 1979

The council has **not** been notified by the department of public works that the land is affected by the operation of section 38 or 39 of the coastal protection act, 1979.

(4A) Certain information relating to beaches and coasts

(1) In relation to a coastal council an order has **not** been made under Part 4D of the coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

(2) In relation to a coastal council: Council has **not** been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within in the meaning of that Act) have been placed on the land (or on public land adjacent to that 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 not** affected by a policy adopted by the Council that 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; 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.

The development on this land or part of this land is subject to flood related development controls refer to Clause 7.15 of Sydney Local Environment Plan 2012 and Section 3.7 of Sydney Development Control Plan 2012.

(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:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9th July 2013	**YES**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**NO**
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biobanking Agreement

Council has not been notified of a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995.

(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 as 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

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 UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION 121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 may be applied for at Sydney City Council.

Planning certificate section 10.7 (2), local planning controls are available 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

"A"

Application No. 868452 — Created on Sep 8, 2003 1:51:13 PM

MUNICIPALITY OF CITY OF SYDNEY

SUBURB OF Sydney

Copy of Diagram No. 1 4 0 1 8 2

SYMBOLS AND ABBREVIATIONS

▣	Manhole	⊠	Gully	O WS	Waste Stack	H	Handbasin
□ Chr.	Chamber	⊠P	P Trap	IP	Induct Pipe	S	Shower
⊕ L.H.	Lamphole	▣R	Reflux Valve	MF	Mica Flap	Jn.	Junction
⊡	Boundary Trap	⊸	Cleaning Eye	T	Tubs	Dw.	Dishwasher
⊕	Inspection Shaft	O Vert	Vertical Pipe	K	Kitchen Sink	F	Floor Waste
▣ Pit	Pit	O V	Vent Pipe	W	Water Closet	M	Washing Machine
▤ G	Grease Interceptor	O SV	Soil Vent Pipe	B	Bath Waste	BS	Bar Sink

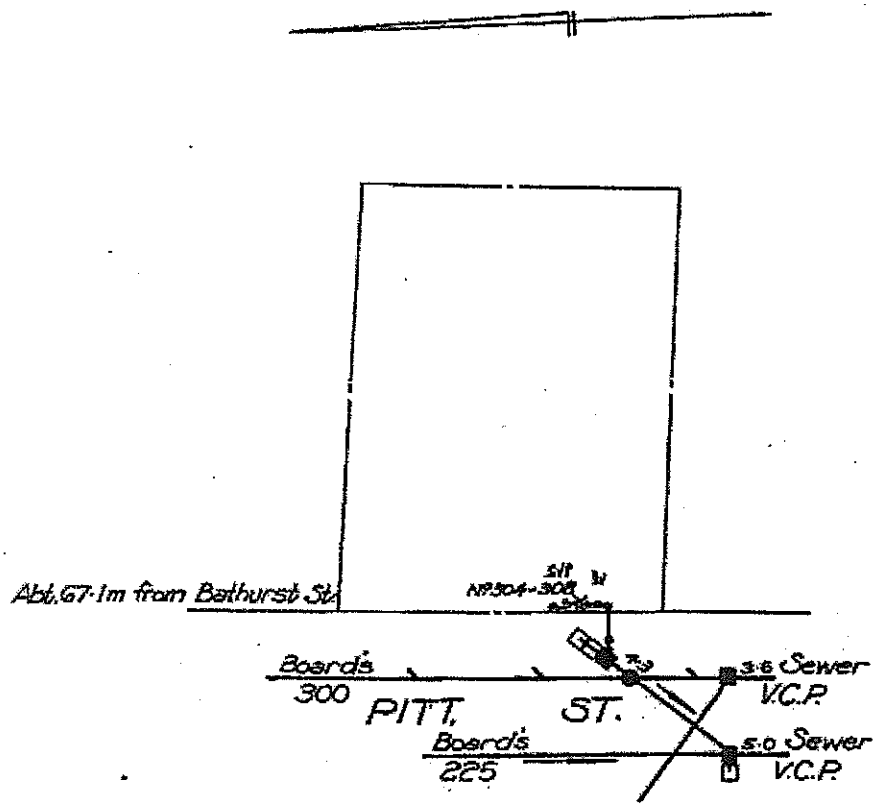
SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 6, Clause 3).

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act).

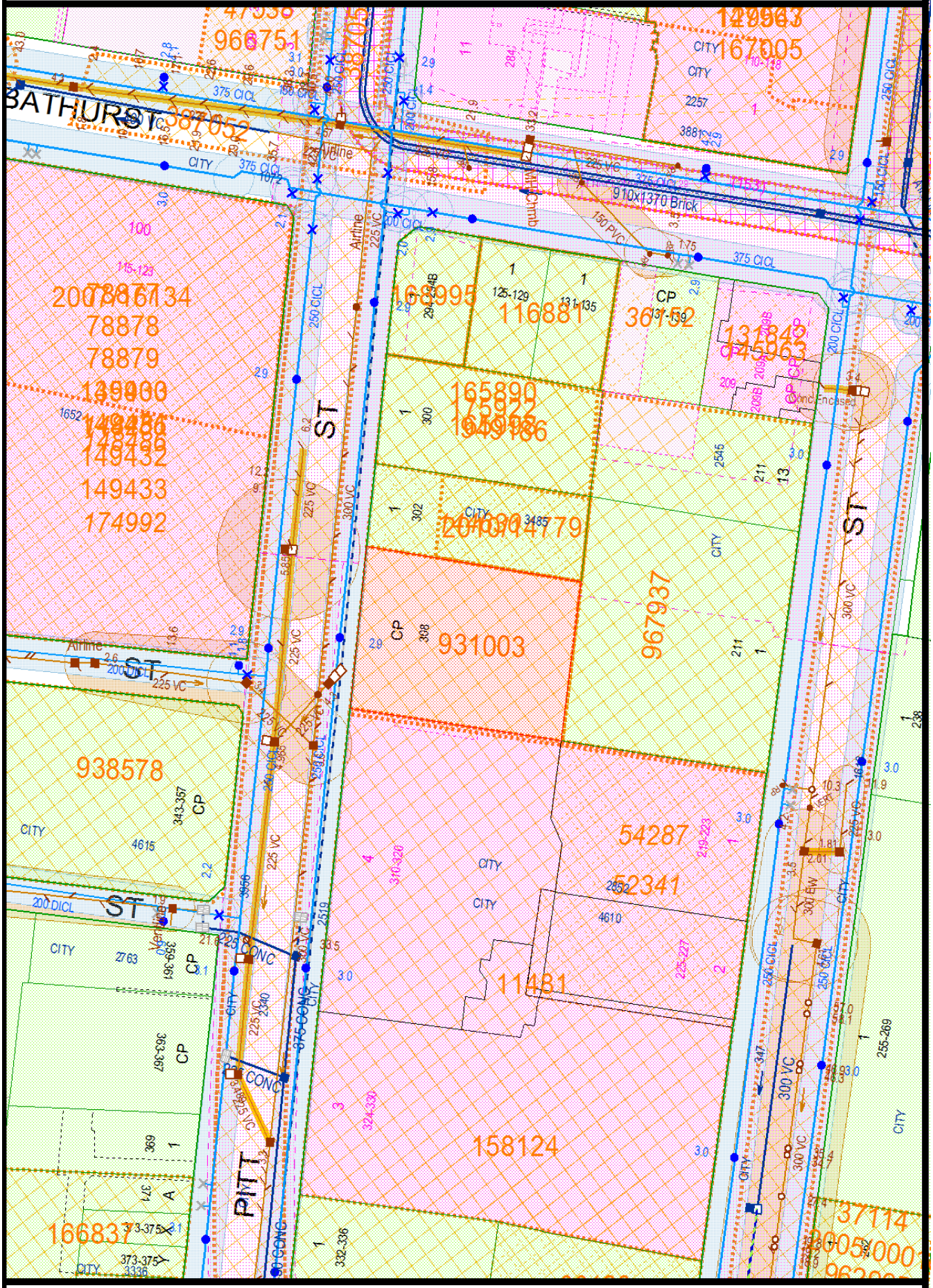
Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



DRAINAGE	Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	PLUMBING
Supervised by ..... Inspector	Date of Issue	Supervised by ..... Inspector
W.S ..... U/S ..... SHEET No. 068858	Outfall BN	
Field Diagram Examined by ..... Chief Inspector	Drainer	
Tracing Checked by	Plumber	for House Services Engineer
Connection Date:	Boundary Trap is/~~is not~~ required	Form 77/546 (July '86) 500

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

Application No. 10108962 Created on Mar 21, 2019 2:02:06 PM



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.**